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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2026

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 0-18592



MERIT MEDICAL SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Utah	**87-0447695**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

1600 West Merit Parkway, South Jordan, Utah 84095
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(801) 253-1600**

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

Title of each class	**Trading Symbol**	**Name of exchange on which registered**
Common Stock, no par value	MMSI	NASDAQ Global Select Market

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 filing requirements for the past 90 days. Yes ☒ No ☐

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

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

Large Accelerated Filer ☒ Accelerated Filer ☐ Non-Accelerated Filer ☐ Smaller Reporting Company ☐ Emerging Growth Company ☐

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

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

Indicate the number of shares outstanding of each of the Registrant's classes of common stock, as of the latest practicable date.

Title or class	**Shares outstanding as of October 27, 2026**
Common Stock, no par value	59,915,044

TABLE OF CONTENTS

PART I.	FINANCIAL INFORMATION	3
Item 1.	Financial Statements (Unaudited)	3
	Consolidated Balance Sheets	3
	Consolidated Statements of Income	5
	Consolidated Statements of Comprehensive Income	6
	Consolidated Statements of Stockholders' Equity	7
	Consolidated Statements of Cash Flows	9
	Condensed Notes to Consolidated Financial Statements	11
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	31
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	40
Item 4.	Controls and Procedures	41
PART II.	OTHER INFORMATION	42
Item 1.	Legal Proceedings	42
Item 1A.	Risk Factors	42
Item 5.	Other information	43
Item 6.	Exhibits	44
SIGNATURES		45

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands)

ASSETS	September 30, 2026	December 31, 2025
	(unaudited)	
Current assets:		
Cash and cash equivalents	$ 503,551	$ 446,404
Trade receivables — net of allowance for credit losses — 2026 — $10,994 and 2025 — $10,136	221,866	203,710
Other receivables	37,875	17,773
Inventories	391,022	333,705
Prepaid expenses and other current assets	35,188	31,493
Prepaid income taxes	5,030	4,941
Income tax refund receivables	4,283	2,128
Total current assets	1,198,815	1,040,154
Property and equipment:		
Land and land improvements	30,332	30,465
Buildings	238,765	200,046
Manufacturing equipment	394,081	365,277
Furniture and fixtures	62,773	60,883
Leasehold improvements	67,099	65,236
Construction-in-progress	40,745	82,939
Total property and equipment	833,795	804,846
Less accumulated depreciation	(396,448)	(376,445)
Property and equipment — net	437,347	428,401
Other assets:		
Intangible assets:		
Developed technology — net of accumulated amortization — 2026 — $491,025 and 2025 — $452,525	522,618	465,940
Other — net of accumulated amortization — 2026 — $100,924 and 2025 — $96,436	68,586	71,714
Goodwill	537,135	506,837
Deferred income tax assets	7,273	7,049
Right-of-use operating lease assets	84,379	87,600
Other assets	68,753	78,227
Total other assets	1,288,744	1,217,367
Total assets	$ 2,924,906	$ 2,685,922

See condensed notes to consolidated financial statements.

(continued)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands)

LIABILITIES AND STOCKHOLDERS' EQUITY	September 30, 2026	December 31, 2025
	(unaudited)	
Current liabilities:		
Trade payables	$ 66,286	$ 60,551
Accrued expenses	174,024	159,486
Short-term operating lease liabilities	10,382	10,876
Income taxes payable	14,391	8,851
Total current liabilities	265,083	239,764
Long-term debt	737,404	734,038
Deferred income tax liabilities	37,216	19,665
Liabilities related to unrecognized tax benefits	2,248	2,248
Deferred compensation payable	19,373	17,542
Deferred credits	1,321	1,398
Long-term operating lease liabilities	74,273	76,658
Other long-term obligations	43,437	10,306
Total liabilities	1,180,355	1,101,619
Commitments and contingencies		
Stockholders' equity:		
Preferred stock — 5,000 shares authorized; no shares issued as of September 30, 2026 and December 31, 2025	—	—
Common stock, no par value — 100,000 shares authorized; issued and outstanding as of September 30, 2026 - 59,898 and December 31, 2025 - 59,424	808,930	763,909
Retained earnings	946,139	824,030
Accumulated other comprehensive loss	(10,518)	(3,636)
Total stockholders' equity	1,744,551	1,584,303
Total liabilities and stockholders' equity	$ 2,924,906	$ 2,685,922

See condensed notes to consolidated financial statements. (concluded)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(In thousands, except per share amounts - unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net sales	$ 416,244	$ 384,157	$ 1,216,964	$ 1,121,970
Cost of sales	215,613	197,746	616,370	579,052
Gross profit	200,631	186,411	600,594	542,918
Operating expenses:				
Selling, general and administrative	119,511	119,801	366,950	340,384
Research and development	22,393	23,966	70,391	70,811
Contingent consideration (benefit) expense	(36)	32	(70)	1,198
Total operating expenses	141,868	143,799	437,271	412,393
Income from operations	58,763	42,612	163,323	130,525
Other income (expense):				
Interest income	4,128	3,615	11,780	11,166
Interest expense	(7,333)	(6,754)	(25,977)	(20,097)
Other income (expense) — net	227	(933)	11,519	(1,717)
Total other expense — net	(2,978)	(4,072)	(2,678)	(10,648)
Income before income taxes	55,785	38,540	160,645	119,877
Income tax expense	13,474	10,785	38,536	29,394
Net income	$ 42,311	$ 27,755	$ 122,109	$ 90,483
Earnings per common share				
Basic	$ 0.71	$ 0.47	$ 2.05	$ 1.53
Diluted	$ 0.70	$ 0.46	$ 2.03	$ 1.49
Weighted average shares outstanding				
Basic	59,806	59,245	59,666	59,095
Diluted	60,379	59,919	60,134	60,604

See condensed notes to consolidated financial statements.

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands - unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income	$ 42,311	$ 27,755	$ 122,109	$ 90,483
Other comprehensive (loss) income:				
Cash flow hedges	(2,711)	2,156	(2,916)	(1,893)
Income tax benefit (expense)	640	(509)	688	447
Foreign currency translation adjustment	(668)	(862)	(5,557)	18,192
Income tax benefit (expense)	137	558	903	(1,064)
Total other comprehensive (loss) income	(2,602)	1,343	(6,882)	15,682
Total comprehensive income	$ 39,709	$ 29,098	$ 115,227	$ 106,165

See condensed notes to consolidated financial statements.

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands - unaudited)

	Common Stock		Retained	Accumulated Other	
	Shares	Amount	Earnings	Comprehensive Loss	Total
Balance — January 1, 2026	59,424	$ 763,909	$ 824,030	$ (3,636)	$ 1,584,303
Net income			40,995		40,995
Other comprehensive loss				(3,932)	(3,932)
Stock-based compensation expense		9,509			9,509
Options exercised	43	2,345			2,345
Issuance of common stock under Employee Stock Purchase Plan	6	430			430
Shares issued from time-vested restricted stock units	271	—			—
Shares surrendered in exchange for payment of payroll tax liabilities	(89)	(6,922)			(6,922)
Balance — March 31, 2026	59,655	769,271	865,025	(7,568)	1,626,728
Net income			38,803		38,803
Other comprehensive loss				(348)	(348)
Stock-based compensation expense		12,824			12,824
Options exercised	30	1,527			1,527
Issuance of common stock under Employee Stock Purchase Plan	5	321			321
Shares issued from time-vested restricted stock units	21	—			—
Shares surrendered in exchange for payment of payroll tax liabilities	(1)	(51)			(51)
Balance — June 30, 2026	59,710	783,892	903,828	(7,916)	1,679,804
Net income			42,311		42,311
Other comprehensive loss				(2,602)	(2,602)
Stock-based compensation expense		13,389			13,389
Options exercised	184	11,368			11,368
Issuance of common stock under Employee Stock Purchase Plan	4	281			281
Balance — September 30, 2026	59,898	$ 808,930	$ 946,139	$ (10,518)	$ 1,744,551

See condensed notes to consolidated financial statements.

(continued)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands - unaudited)

	Common Stock		Retained	Accumulated Other	
	Shares	Amount	Earnings	Comprehensive Loss	Total
Balance — January 1, 2025	58,743	$ 703,219	$ 695,541	$ (19,401)	$ 1,379,359
Net income			30,147		30,147
Other comprehensive income				4,025	4,025
Stock-based compensation expense		7,885			7,885
Options exercised	281	14,610			14,610
Issuance of common stock under Employee Stock Purchase Plan	4	424			424
Shares issued from time-vested restricted stock units	130	—			—
Shares surrendered in exchange for payment of payroll tax liabilities	(62)	(6,145)			(6,145)
Shares surrendered in exchange for exercise of stock options	(18)	(1,882)			(1,882)
Balance — March 31, 2025	59,078	718,111	725,688	(15,376)	1,428,423
Net income			32,581		32,581
Other comprehensive income				10,314	10,314
Stock-based compensation expense		9,868			9,868
Options exercised	114	6,523			6,523
Issuance of common stock under Employee Stock Purchase Plan	4	339			339
Shares issued from time-vested restricted stock units	22	—			—
Balance — June 30, 2025	59,218	734,841	758,269	(5,062)	1,488,048
Net income			27,755		27,755
Other comprehensive income				1,343	1,343
Stock-based compensation expense		12,549			12,549
Options exercised	195	10,853			10,853
Issuance of common stock under Employee Stock Purchase Plan	4	293			293
Shares surrendered in exchange for payment of payroll tax liabilities	(27)	(2,452)			(2,452)
Shares surrendered in exchange for exercise of stock options	(100)	(8,981)			(8,981)
Balance — September 30, 2025	59,290	$ 747,103	$ 786,024	$ (3,719)	$ 1,529,408

See condensed notes to consolidated financial statements. (concluded)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands - unaudited)

	Nine Months Ended September 30,	
	2026	2025
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 122,109	$ 90,483
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	93,383	91,629
Gain on disposition of business	(12,557)	(249)
Share of equity investee loss	1,134	260
Loss on sale or abandonment of property and equipment	1,114	546
Write-off of certain intangible assets and other long-term assets	537	152
Amortization of right-of-use operating lease assets	8,771	8,693
Fair value adjustments related to contingent consideration liabilities	(70)	1,198
Amortization of deferred credits	(77)	(77)
Amortization of long-term debt issuance costs	4,242	4,242
Stock-based compensation expense	35,497	33,563
Changes in operating assets and liabilities, net of acquisitions and divestitures:		
Trade receivables	(18,804)	(13,656)
Other receivables	(1,697)	2,116
Inventories	(59,867)	(15,073)
Prepaid expenses and other current assets	(5,338)	(3,038)
Income tax refund receivables	(2,250)	(140)
Other assets	(2,225)	(2,089)
Trade payables	4,888	3,428
Accrued expenses	(4,112)	4,849
Income taxes payable	7,216	3,485
Deferred compensation payable	1,831	(2,114)
Operating lease liabilities	(8,425)	(8,578)
Other long-term obligations	9,930	(769)
Total adjustments	53,121	108,378
Net cash, cash equivalents, and restricted cash provided by operating activities	175,230	198,861
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures for:		
Property and equipment	(45,686)	(57,252)
Intangible assets	(2,293)	(2,327)
Proceeds from asset and business dispositions	25,555	298
Cash paid for notes receivable and other investments	(9,242)	(14,936)
Cash paid in acquisitions, net of cash acquired	(93,049)	(122,834)
Net cash, cash equivalents, and restricted cash used in investing activities	$ (124,715)	$ (197,051)

See condensed notes to consolidated financial statements.

(continued)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands - unaudited)

	Nine Months Ended September 30,	
	2026	2025
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from issuance of common stock	$ 16,272	$ 22,179
Contingent payments related to acquisitions	(3,030)	(2,645)
Payment of taxes related to an exchange of common stock	(6,973)	(8,597)
Net cash, cash equivalents, and restricted cash provided by financing activities	6,269	10,937
Effect of exchange rates on cash, cash equivalents, and restricted cash	454	3,047
Net increase in cash, cash equivalents and restricted cash	57,238	15,794
CASH, CASH EQUIVALENTS AND RESTRICTED CASH:		
Beginning of period	448,549	378,767
End of period	$ 505,787	$ 394,561
RECONCILIATION OF CASH, CASH EQUIVALENTS AND RESTRICTED CASH TO THE CONSOLIDATED BALANCE SHEETS:		
Cash and cash equivalents	503,551	392,457
Restricted cash reported in prepaid expenses and other current assets	2,236	2,104
Total cash, cash equivalents and restricted cash	$ 505,787	$ 394,561
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the period for:		
Interest (net of capitalized interest of $1,302 and $934, respectively)	$ 27,341	$ 25,890
Income taxes	32,300	23,323
SUPPLEMENTAL DISCLOSURES OF NON-CASH INVESTING AND FINANCING ACTIVITIES		
Property and equipment purchases in accounts payable	$ 3,872	$ 5,022
Acquisition purchases in accrued expenses and other long-term obligations	49,272	4,772
Merit common stock surrendered (0 and 118 shares, respectively) in exchange for exercise of stock options	—	10,863
Right-of-use operating lease assets obtained in exchange for operating lease liabilities	5,596	30,757

See condensed notes to consolidated financial statements. (concluded)

MERIT MEDICAL SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Basis of Presentation and Other Items. The interim consolidated financial statements of Merit Medical Systems, Inc. ("Merit," "we" or "us") for the three and nine-month periods ended September 30, 2026 and 2025 are not audited. Our consolidated financial statements are prepared in accordance with the requirements for unaudited interim periods and, consequently, do not include all disclosures required to be made in conformity with accounting principles generally accepted in the United States of America. In the opinion of our management, the accompanying consolidated financial statements contain all adjustments, consisting of normal recurring accruals, necessary for a fair presentation of our financial position, results of operations and cash flows for the periods presented in conformity with GAAP. The results of operations presented in these interim consolidated financial statements are not necessarily indicative of the results for a full-year period. Amounts presented in this report are rounded, while percentages and earnings per share amounts presented are calculated from the underlying amounts. These interim consolidated financial statements should be read in conjunction with the financial statements and risk factors included in our Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Annual Report on Form 10-K").

On October 3, 2025, Martha G. Aronson became Merit's new Chief Executive Officer and chief operating decision maker ("CODM"). Beginning in the first quarter of 2026, the CODM began managing Merit's operations and allocating resources on a consolidated basis and evaluating performance using net income. Based on the information regularly provided to and reviewed by the CODM, Merit has determined that it operates as a single segment. All information previously reported by segment has been recast to conform to this single segment conclusion. Refer to Note 13, *Segment Reporting* for further details.

Restructuring. Restructuring charges consist primarily of termination benefits for employees affected by initiatives aimed at streamlining our operations, improving efficiencies and more effectively aligning teams to our strategic goals. We account for involuntary employee termination benefits that represent a one-time benefit in accordance with Accounting Standards Codification ("ASC") 420, *Exit or Disposal Cost Obligations*. Severance costs accounted for under ASC 420 are recognized when management with the proper level of authority commits to a restructuring plan and communicates these actions to employees and other applicable criteria are met. We record such costs into expense over the employee's future service period, if any. Other exit costs are accounted for under ASC 420 and are either deferred or expensed as incurred based on the nature of the expense. We recorded restructuring charges of $2.5 million and $2.9 million for the nine-month periods ended September 30, 2026 and 2025, respectively. These expenses are reflected within selling, general and administrative expenses within our consolidated statements of income. The restructuring reserve balance as of September 30, 2026 and December 31, 2025 was $0.4 million and $0.2 million, respectively, and is recorded within accrued expenses.

2. Recently Issued Accounting Standards. In November 2024, the Financial Accounting Standards Board issued Accounting Standards Update ("ASU") 2024-03, *Disaggregation of Income Statement Expenses,* which requires a public entity to disclose certain operating expenses disaggregated into categories, such as purchases of inventory, employee compensation, depreciation, and intangible asset amortization on an annual and interim basis. ASU 2024-03 is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027, with early adoption permitted. The provisions within the update may be applied retrospectively for all periods presented in the financial statements. While we are still evaluating the specific impacts and adoption method, we anticipate this guidance will have a significant impact on our consolidated financial statement disclosures.

3. Revenue from Contracts with Customers. We recognize revenue when a customer obtains control of promised goods. The amount of revenue recognized reflects the consideration we expect to receive in exchange for these goods. Our revenue recognition policies have not changed from those disclosed in Note 1 to our consolidated financial statements in Item 8 of the 2025 Annual Report on Form 10-K.

Disaggregation of Revenue

Our revenue is disaggregated based on product category, platform and geographic region. In addition to the change in segments, beginning in the first quarter of 2026, we adjusted our product categories and platforms to better reflect the clinical uses of our products. As a result of these changes, our revenue categories have been recast for the historical periods presented.

We design, develop, manufacture and market medical products for interventional, diagnostic and therapeutic procedures. For financial reporting purposes, we report our operations as a single operating segment with two product categories: foundational and therapeutic. Foundational products are used primarily for access and enabling functions in vascular and other procedures, and include product platforms such as access devices, procedural solutions, original equipment manufacturer ("OEM") products, and vascular intervention. Therapeutic products are devices and systems used to treat a broad array of diseases, and include product platforms such as cardiac therapies, oncology, renal therapies, vascular intervention, OEM products and endoscopy.

The following table presents revenue from contracts with customers by product category and platform for the three and nine-month periods ended September 30, 2026 and 2025 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Foundational				
Access	$ 157,922	$ 151,508	$ 470,832	$ 438,028
OEM	46,278	41,499	134,156	128,140
Procedural Solutions	27,162	32,287	81,599	92,597
Vascular Intervention	42,367	35,391	123,057	103,195
Other	2,006	221	2,531	1,710
Total Foundational	275,735	260,906	812,175	763,670
Therapeutic				
Cardiac Therapies	27,547	25,530	83,461	69,019
Endoscopy	23,428	17,631	68,767	52,582
OEM	13,089	9,953	33,365	30,830
Oncology	27,085	23,263	76,367	69,257
Renal Therapies	13,550	13,808	37,775	40,014
Vascular Intervention	35,810	33,066	105,054	96,598
Total Therapeutic	140,509	123,251	404,789	358,300
Total	$ 416,244	$ 384,157	$ 1,216,964	$ 1,121,970

The following table presents revenue from contracts with customers by geographic region for the three and nine-month periods ended September 30, 2026 and 2025 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Domestic	$ 255,946	$ 230,597	$ 734,513	$ 671,243
International	160,298	153,560	482,451	450,727
Total	$ 416,244	$ 384,157	$ 1,216,964	$ 1,121,970

4. Acquisitions and Divestitures.

Acquisitions

On April 1, 2026, Merit entered into an Agreement and Plan of Merger (the "View Point Agreement") by and among Merit, View Point Medical, Inc., a Delaware corporation ("View Point"), VPM Merger Sub Inc, a Delaware corporation, and Fortis Advisors LLC, a Delaware limited liability company. Pursuant to the terms of the View Point Agreement, on April 1, 2026, VPM Merger Sub, Inc merged with and into View Point, with View Point continuing as the surviving corporation and a wholly-owned subsidiary of Merit (the "View Point Merger"). The purchase consideration consisted of an upfront payment of $90 million plus working capital and other adjustments of $2.8 million in cash, plus two deferred payments of $25 million each, due on the first and second anniversaries of the View Point Merger, respectively. Such deferred payments may be subject to acceleration based on the achievement of specified sales targets prior to the first and second anniversaries and were determined to have a total fair value of $47.2 million on the acquisition date, which is recorded within accrued expenses and other long-term obligations. View Point manufactures the OneMark® Detection Imaging System and OneMark Tissue Markers. We accounted for the View Point Merger as a business combination. Our net sales of View Point products since the date of the View Point Merger were $0.1 million for the three and nine-month periods ended September 30, 2026. It is not practical to separately report earnings related to the products acquired in connection with the View Point Merger, as we cannot split our administrative costs related solely to the View Point products, principally as a result of the integration of the acquired commercial and administrative infrastructure. Acquisition-related costs associated with the View Point Merger, which are included in selling, general and administrative expenses in the accompanying consolidated statements of income, were $5.7 million during the nine-month period ended September 30, 2026. The purchase price was preliminarily allocated as follows (in thousands):

Assets Acquired		
Cash and cash equivalents	$	2,724
Other receivables		53
Prepaid expenses and other current assets		41
Inventories		324
Property and equipment		132
Intangible assets		
Developed technology		116,400
Trademarks		4,300
Goodwill		33,880
Total assets acquired		157,854
Liabilities Assumed		
Trade payables		173
Accrued expenses		157
Deferred income tax liabilities		17,550
Total liabilities assumed		17,880
Total assets acquired, net of liabilities assumed		139,974
Less: Cash acquired		(2,724)
Purchase price, net of cash acquired	**$**	**137,250**

We are amortizing the View Point developed technology and trademark intangible assets over 12 years, with the estimated weighted average life of all intangible assets acquired in connection with the View Point Merger to be 12 years. The goodwill consists largely of the synergies expected from combining operations and View Point's assembled workforce and is not expected to be deductible for tax purposes. The pro forma effects to our consolidated results of operations of the View Point Merger are not material in relation to reported sales.

On November 3, 2025, we entered into an Asset Purchase Agreement with Pentax of America, Inc., a subsidiary of PENTAX® Medical, Inc. ("Pentax"), pursuant to which we acquired the C2 CryoBalloon® device and related technology (the "C2 Acquisition"). The total purchase price consisted of a $19 million cash payment at closing and contingent payments of $3 million paid in 2026 upon meeting certain milestones relating to the operational transition of the acquired assets. We accounted for this transaction under the acquisition method of accounting as a business combination. Acquisition-related costs associated with the C2 Acquisition, which are included in selling, general and administrative expenses in the accompanying consolidated statements of income, were $0.4 million during the year ended December 31, 2025. The purchase price was allocated as follows (in thousands):

Assets Acquired		
Inventories	$	431
Property and equipment		139
Intangible assets		
Developed technology		16,000
Trademarks		1,200
Customer list		1,200
Goodwill		2,906
Total net assets acquired	**$**	**21,876**

We are amortizing the C2 developed technology intangible assets over 12 years, the trademark intangible assets over 12 years, and the customer list intangible asset on an accelerated basis over 12 years. We have estimated the weighted average life of the intangible assets acquired from Pentax to be 12 years. The goodwill consists largely of the synergies expected from combining operations and is expected to be deductible for tax purposes. The pro forma effects to our consolidated results of operations of the C2 Acquisition are not material in relation to reported sales.

On May 16, 2025, Merit entered into an Agreement and Plan of Merger (the "Biolife Agreement") by and among, Merit, Biolife, L.L.C., a Florida limited liability company ("FL Biolife"), Biolife Transaction Sub, LLC, a Delaware limited liability company ("Biolife Merger Sub"), and Shareholder Representative Services LLC, a Colorado limited liability company. Promptly following the execution of the Biolife Agreement, FL Biolife converted from a Florida limited liability company to a Delaware limited liability company called Biolife Delaware, L.L.C. ("Biolife"). Pursuant to the terms of the Biolife Agreement, on May 20, 2025, Biolife Merger Sub merged with and into Biolife, with Biolife continuing as the surviving corporation and a wholly-owned subsidiary of Merit (the "Biolife Merger"). The purchase consideration consisted of an upfront payment of $120 million plus working capital and other adjustments of $7.2 million in cash. Biolife manufactures unique patented hemostatic devices under the brand names StatSeal and WoundSeal. We accounted for the Biolife Merger as a business combination. Acquisition-related costs associated with the Biolife Merger, which are included in selling, general and administrative expenses in the accompanying consolidated statements of income, were $1.9 million during the year ended December 31, 2025. The purchase price was allocated as follows (in thousands):

Assets Acquired		
Cash and cash equivalents	$	7,380
Trade receivables		1,562
Inventories		1,748
Prepaid expenses and other current assets		172
Income tax refund receivables		169
Property and equipment		4,609
Intangible assets		
Developed technology		90,500
Trademarks		3,700
Customer list		4,500
Goodwill		37,607
Total assets acquired		151,947
Liabilities Assumed		
Trade payables		133
Accrued expenses		1,551
Deferred income tax liabilities		22,842
Liabilities related to unrecognized tax benefits		51
Other long-term obligations		139
Total liabilities assumed		24,716
Total assets acquired, net of liabilities assumed		127,231
Less: Cash acquired		(7,380)
Purchase price, net of cash acquired	**$**	**119,851**

We are amortizing the Biolife developed technology intangible assets over 12 years, the trademark intangible assets over 12 years, and the customer list intangible asset on an accelerated basis over 12 years. We have estimated the weighted average life of the intangible assets acquired in connection with the Biolife Merger to be 12 years. The goodwill consists largely of the synergies expected from combining operations and is not expected to be deductible for tax purposes. The pro forma effects to our consolidated results of operations of the Biolife Merger are not material in relation to reported sales.

Divestitures

On January 31, 2026, Merit and Health Line International Corporation ("Health Line") entered into an Asset Purchase Agreement (the "Health Line Purchase Agreement"), pursuant to which Merit agreed to sell certain assets relating to the DualCap® product line to Health Line for a purchase price of $28 million (the "Purchase Price" and such transaction, the "Health Line Transaction"), resulting in a pre-tax book gain of $12.5 million. Merit and Health Line closed the Health Line Transaction on February 17, 2026. Pursuant to the terms of the Health Line Purchase Agreement, at the closing, Health Line (i) paid Merit $25.5 million of the Purchase Price and (ii) held back the remaining $2.5 million of the Purchase Price for a period of 18 months following closing as security (with a right of offset) for breaches of Merit's representations and warranties and certain other obligations under the Health Line Purchase Agreement.

In order to facilitate the transition of the DualCap® business from Merit to Health Line, at the closing of the Health Line Transaction, Merit and Health Line entered into, among other agreements, a contract manufacturing agreement and a transition and distribution services agreement, pursuant to which Merit is obligated to perform certain manufacturing, transition and distribution services to Health Line for a period of up to 24 months after the closing.

The following table summarizes the major classes of assets sold on the date of the sale:

Inventories	$	3,910
Property and equipment		522
Intangible assets		
Developed technology		5,129
Trademarks		266
Patents		243
Goodwill		2,928
Total assets	**$**	**12,998**

5. Inventories. Inventories at September 30, 2026 and December 31, 2025 consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Finished goods	$ 216,223	$ 190,616
Work-in-process	44,362	32,391
Raw materials	130,437	110,698
Total inventories	$ 391,022	$ 333,705

6. Goodwill and Intangible Assets. The change in the carrying amount of goodwill for the nine-month period ended September 30, 2026 is detailed as follows (in thousands):

	Nine Months Ended September 30, 2026
Goodwill balance at January 1	$ 506,837
Effect of foreign exchange	(654)
Additions and adjustments as the result of acquisitions	33,880
Disposals as the result of divestitures	(2,928)
Goodwill balance at September 30	$ 537,135

Total accumulated goodwill impairment losses aggregated to $8.3 million as of September 30, 2026 and December 31, 2025. We did not have any goodwill impairments for the nine-month periods ended September 30, 2026 or 2025.

Other intangible assets at September 30, 2026 and December 31, 2025 consisted of the following (in thousands):

	September 30, 2026		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Patents	$ 35,179	$ (15,886)	$ 19,293
Distribution agreements	3,250	(3,125)	125
License agreements	14,113	(11,088)	3,025
Trademarks	53,943	(28,747)	25,196
Customer lists	63,025	(42,078)	20,947
Total	$ 169,510	$ (100,924)	$ 68,586

	December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Patents	$ 33,979	$ (14,760)	$ 19,219
Distribution agreements	3,250	(3,069)	181
License agreements	14,590	(10,218)	4,372
Trademarks	52,556	(28,293)	24,263
Customer lists	63,775	(40,096)	23,679
Total	$ 168,150	$ (96,436)	$ 71,714

Aggregate amortization expense for developed technology and other intangible assets for the three and nine-month periods ended September 30, 2026 was $21.5 million and $63.4 million, respectively. Aggregate amortization expense for the three and nine-month periods ended September 30, 2025 was $21.8 million and $63.3 million, respectively.

We evaluate long-lived assets, including amortizing intangible assets, for impairment whenever events or changes in circumstances indicate that their carrying amounts may not be recoverable. We perform the impairment analysis at the asset group for which the lowest level of identifiable cash flows is largely independent of the cash flows of other assets and liabilities. If a triggering event is identified, we determine the fair value of our amortizing assets based on estimated future cash flows discounted back to their present value using a discount rate that reflects the risk profiles of the underlying activities. We did not identify indicators of impairment for our intangible assets based on our consideration of triggering events for the nine-month periods ended September 30, 2026 and 2025.

Estimated amortization expense for developed technology and other intangible assets for the next five years consisted of the following as of September 30, 2026 (in thousands):

Year ending December 31,	Estimated Amortization Expense
Remaining 2026	$ 22,544
2027	88,767
2028	86,917
2029	77,162
2030	65,332

7. Income Taxes. On July 4, 2025, the U.S. enacted a budget reconciliation package (known as the "One Big Beautiful Bill Act" or "OBBBA") which includes a broad range of tax provisions affecting businesses. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. We have included the estimated impacts of the bill in the consolidated financial statements for the nine-month periods ended September 30, 2026 and 2025. We will continue to evaluate the full impact of these legislative changes as additional guidance and results become available.

Our provision for income taxes for the three-month periods ended September 30, 2026 and 2025 was a tax expense of $13.5 million and $10.8 million, respectively, which resulted in an effective tax rate of 24.2% and 28.0%, respectively. Our provision for income taxes for the nine-month periods ended September 30, 2026 and 2025 was a tax expense of $38.5 million and $29.4 million, respectively, which resulted in an effective tax rate of 24.0% and 24.5%, respectively. The decrease in the effective income tax rate for the three and nine-month periods ended September 30, 2026, when compared to the prior-year periods, was primarily due to increased benefit from discrete items such as share-based compensation, and impacts from the enacted OBBBA tax law. The increase in income tax expense for the three and nine-month periods ended September 30, 2026, when compared to the prior-year periods, was primarily due to increased pre-tax book income. Our effective tax rate differs from the U.S. statutory rate primarily due to the impact of net controlled foreign corporation tested income and Subpart F inclusions, state income taxes, foreign taxes, other nondeductible permanent items and discrete items (such as share-based compensation).

The Organization for Economic Cooperation and Development ("OECD") Pillar Two global minimum tax rules, which generally provide for a minimum effective tax rate of 15%, are intended to apply for tax years beginning in 2024. On February 2, 2023, the OECD issued administrative guidance providing transition and safe harbor rules around the implementation of the Pillar Two global minimum tax, and on January 5, 2026, the OECD issued Side-by-Side guidance extending these safe harbor rules and exempting certain U.S. multinational enterprises from several top-up taxes under Pillar Two. The safe harbor transition period will apply to fiscal years beginning on or before December 31, 2027. We are closely monitoring developments and evaluating the impact these new rules are anticipated to have on our tax rate, including eligibility to qualify for these safe harbor rules. Based on year-to-date financial results and safe harbor rules, we currently do not anticipate the Pillar Two laws to have a material impact on our effective tax rate.

8. Debt. Principal balances outstanding under our long-term debt obligations as of September 30, 2026 and December 31, 2025 consisted of the following (in thousands):

	September 30, 2026	December 31, 2025
Convertible notes	$ 747,500	$ 747,500
Less unamortized debt issuance costs	(10,096)	(13,462)
Total long-term debt	737,404	734,038
Less current portion	—	—
Long-term portion	$ 737,404	$ 734,038

Future minimum principal payments on our long-term debt, as of September 30, 2026, were as follows (in thousands):

Year Ending December 31,	Future Minimum Principal Payments
Remaining 2026	$ —
2027	—
2028	—
2029	747,500
Total future minimum principal payments	$ 747,500

Fourth Amended and Restated Credit Agreement

On June 6, 2023, we entered into a Fourth Amended and Restated Credit Agreement (the "Fourth A&R Credit Agreement"). The Fourth A&R Credit Agreement is a syndicated loan agreement with Wells Fargo Bank, National Association and other parties. The Fourth A&R Credit Agreement amended and restated in its entirety our previously outstanding Third Amended and Restated Credit Agreement and all amendments thereto. The Fourth A&R Credit Agreement provides for a term loan of $150 million and a revolving credit commitment of up to an aggregate amount of $700 million, inclusive of sub-facilities for multicurrency borrowings, standby letters of credit and swingline loans. On June 6, 2028, all principal, interest and other amounts outstanding under the Fourth A&R Credit Agreement are payable in full. At any time prior to the maturity date, we may repay any amounts owing under all term loans and revolving credit loans in whole or in part, without premium or penalty.

On December 5, 2023, we executed an amendment to the Fourth A&R Credit Agreement (as amended, the "Amended Fourth A&R Credit Agreement") to facilitate the issuance of our Convertible Notes described below. Among other things, the amendment also updated the definition of the Applicable Margin used in determining the interest rates and amended the financial covenants, all as described below.

Term loans made under the Amended Fourth A&R Credit Agreement bear interest, at our election, at either (i) the Base Rate plus the Applicable Margin (as defined in the Amended Fourth A&R Credit Agreement) or, (ii) Adjusted Term SOFR plus the Applicable Margin (as defined in the Amended Fourth A&R Credit Agreement). Revolving credit loans bear interest, at our election, at either (a) the Base Rate plus the Applicable Margin, (b) Adjusted Term SOFR plus the Applicable Margin, (c) Adjusted Eurocurrency Rate plus the Applicable Margin (as defined in the Amended Fourth A&R Credit Agreement), or (d) Adjusted Daily Simple SONIA plus the Applicable Margin (as defined in the Amended Fourth A&R Credit Agreement). Swingline loans bear interest at the Base Rate plus the Applicable Margin. Interest on each loan featuring the Base Rate and each Daily Simple SONIA Loan is due and payable on the last business day of each calendar month; interest on each loan featuring the Eurocurrency Rate and each Term SOFR Loan is due and payable on the last day of each interest period applicable thereto, and if such interest period extends over three months, at the end of each three-month interval during such interest period.

The Amended Fourth A&R Credit Agreement is collateralized by substantially all of our assets. The Amended Fourth A&R Credit Agreement contains affirmative and negative covenants, representations and warranties, events of default and other terms customary for loans of this nature. In particular, the Amended Fourth A&R Credit Agreement requires that we maintain certain financial covenants, as follows:

	Covenant Requirement
Consolidated Total Net Leverage Ratio [1]	5.0 to 1.0
Consolidated Senior Secured Net Leverage Ratio [2]	3.0 to 1.0
Consolidated Interest Coverage Ratio [3]	3.0 to 1.0

(1) Maximum Consolidated Total Net Leverage Ratio (as defined in the Amended Fourth A&R Credit Agreement) as of any fiscal quarter end.

(2) Maximum Consolidated Senior Secured Net Leverage Ratio (as defined in the Amended Fourth A&R Credit Agreement) as of any fiscal quarter end.

(3) Minimum ratio of Consolidated EBITDA (as defined in the Amended Fourth A&R Credit Agreement and adjusted for certain expenditures) to Consolidated Interest Expense (as defined in the Amended Fourth A&R Credit Agreement) for any period of four consecutive fiscal quarters.

We were in compliance with these financial covenants set forth in the Amended Fourth A&R Credit Agreement as of September 30, 2026.

As of September 30, 2026, we had no outstanding borrowings and issued letter of credit guarantees of $3.0 million under the Amended Fourth A&R Credit Agreement, with additional available borrowings of $697 million, based on the maximum net leverage ratio required pursuant to the Amended Fourth A&R Credit Agreement.

Convertible Notes

In December 2023, we issued convertible notes which bear interest at 3.00% per year, payable semi-annually in arrears on February 1 and August 1 of each year, which commenced August 1, 2024 (the "Convertible Notes"). The Convertible Notes are senior unsecured obligations (as defined in the indenture governing the Convertible Notes (the "Indenture")) of Merit and will mature on February 1, 2029, unless repurchased, redeemed or converted in accordance with their terms prior to such date. The net proceeds from the sale of the Convertible Notes were $724.8 million after deducting offering and issuance costs and before the costs of the Capped Call Transactions, as described below.

The initial conversion rate of the notes will be 11.5171 shares of our common stock (the "Common Stock") per $1,000 principal amount of notes, which equates to an initial conversion price of $86.83 per share of Common Stock, subject to adjustments as provided in the Indenture upon the occurrence of certain specified events.

Conversion can occur at the option of the holders of the Convertible Notes ("Holders") at any time on or after October 1, 2028. Prior to October 1, 2028, Holders may only elect to convert the Convertible Notes under the following circumstances: (1) During the five business day period after any ten consecutive trading day period in which, for each day of that period, the trading price per $1,000 principal amount of the Convertible Notes for such trading day was less than 98% of the product of the last reported sale price of the Common Stock and the applicable conversion rate on such trading day; (2) Merit issues to common shareholders any rights, options, or warrants, entitling them, for a period of not more than 60 days, to purchase shares of Common Stock at a price per share less than the average closing sale price of 10 consecutive trading days, or Merit's election to make a distribution to common shareholders exceeding 10% of the previous day's closing sale price; (3) Upon the occurrence of a Fundamental Change, as set forth in the Indenture; (4) During any calendar quarter (and only during such calendar quarter) beginning after March 31, 2024, if, the last reported sale price per share of the Common Stock exceeds 130% of the applicable conversion price on each applicable trading day for at least 20 trading days (whether or not consecutive) in the period of the 30 consecutive trading day period ending on, and including, the last trading day of the immediately preceding calendar quarter; or (5) Prior to the related redemption date if Merit calls any Convertible Notes for redemption. As of September 30, 2026, none of the conditions permitting the Holders to convert their Convertible Notes early had been met. Therefore, the Convertible Notes are classified as long-term debt obligations.

Upon conversion, Merit will (1) pay cash up to the aggregate principal amount of the Convertible Notes to be converted and (2) pay or deliver, as the case may be, cash, shares of Common Stock, or a combination of cash and shares of Common Stock, at Merit's election, in respect of the remainder, if any, of its conversion obligation in excess of the aggregate principal amount of the Convertible Notes being converted.

In addition, Holders will have the right to require Merit to repurchase all or a part of their notes upon the occurrence of a "fundamental change" (as defined in the Indenture) in cash at a fundamental change repurchase price of 100% of their principal amount plus accrued and unpaid interest up to, but excluding, the fundamental change repurchase date.

On or after February 7, 2027, we may redeem for cash all or part of the Convertible Notes, at our option, if the last reported sales price of Common Stock has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive), including the trading day immediately preceding the date on which we provide notice of redemption, during any 30 consecutive trading days ending on, and including, the trading day immediately before the date we send the related notice of the redemption.

Under the terms of the Indenture, if we did not remove restrictive legends on the Convertible Notes as of the 380th day following the date of issuance of the Convertible Notes, we were required to pay additional interest at the rate of 0.50% per annum (the "Additional Interest") until the restrictive legends were removed. During the nine-month period ended September 30, 2026, we determined that we had not removed the restrictive legends or paid the Additional Interest. We promptly caused the restrictive legends to be removed and recorded and paid an aggregate of $5.1 million in Additional Interest during the nine-month period ended September 30, 2026. We believe that no further Additional Interest or other amounts arising from the failure to timely remove the restrictive legends are in arrearage as of the date of this Report.

Capped Call Transactions

In December 2023, in connection with the pricing of the Convertible Notes, Merit entered into privately negotiated capped call transactions ("Capped Call Transactions") with certain of the initial purchasers and/or their respective affiliates and certain other financial institutions. The Capped Call Transactions cover, subject to customary anti-dilution adjustments, the number of shares of Common Stock initially underlying the Convertible Notes and are generally expected to reduce potential dilution to the Common Stock upon any conversion of Convertible Notes and/or offset any cash payments Merit is required to make in excess of the principal amount of converted Convertible Notes, as the case may be, with such reduction and/or offset subject to a cap, based on a cap price initially equal to $114.68 per share of Common Stock, subject to certain adjustments under the terms of the Capped Call Transactions. The cost of the Capped Call Transactions was $66.5 million. The Capped Call Transactions do not meet the criteria for separate accounting as a derivative as they are indexed to the Common Stock. The premiums paid for the Capped Call Transactions have been included as a net reduction to Common Stock within stockholders' equity.

9. Derivatives.

General. Our earnings and cash flows are subject to fluctuations due to changes in interest rates and foreign currency exchange rates, and we seek to mitigate a portion of the risks attributable to those fluctuations by entering into derivative contracts. The derivative instruments we use are foreign currency forward contracts. We recognize derivative instruments as either assets or liabilities at fair value in the accompanying consolidated balance sheets, regardless of whether hedge accounting is applied. We report cash flows arising from our hedging instruments consistent with the classification of cash flows from the underlying hedged items. Accordingly, cash flows associated with our derivative contracts are classified as operating activities in the accompanying consolidated statements of cash flows.

We formally document, designate and assess the effectiveness of transactions that receive hedge accounting treatment initially and on an ongoing basis. For qualifying hedges, the change in fair value is deferred in accumulated other comprehensive income, a component of stockholders' equity in the accompanying consolidated balance sheets, and recognized in earnings at the same time the hedged item affects earnings. Changes in the fair value of derivative instruments not designated as hedging instruments are recorded in earnings throughout the term of the derivative.

Foreign Currency Risk. We operate on a global basis and are exposed to the risk that our financial condition, results of operations, and cash flows could be adversely affected by changes in foreign currency exchange rates. To reduce the potential effects of foreign currency exchange rate movements on net earnings, we enter into derivative financial instruments in the form of foreign currency exchange forward contracts with major financial institutions. Our policy is to enter into foreign currency derivative contracts with maturities of up to two years. We are exposed to foreign currency exchange rate risk with respect to transactions and balances denominated in various currencies, with our most significant exposure related to transactions and balances denominated in Chinese Renminbi and Euro, among others. We do not use derivative financial instruments for trading or speculative purposes. We do not believe we are subject to any credit risk contingent features related to our derivative contracts, and we seek to manage counterparty risk by allocating derivative contracts among several major financial institutions.

Derivatives Designated as Cash Flow Hedges

For derivative instruments that are designated and qualify as cash flow hedges, the gain or loss on the derivative instrument is temporarily reported as a component of other comprehensive income and then reclassified into earnings in the same line item associated with the forecasted transaction and in the same period or periods during which the hedged transaction affects earnings. We entered into forward contracts on various foreign currencies to manage the risk associated with forecasted exchange rates which impact revenues, cost of sales, and operating expenses in various international markets. The objective of the forward contracts is to reduce the variability of cash flows associated with the forecasted purchase or sale of the foreign currencies. As of September 30, 2026 and December 31, 2025, we had entered into foreign currency forward contracts, which qualified as cash flow hedges, with aggregate notional amounts of $157.0 million and $138.6 million, respectively.

Derivatives Not Designated as Cash Flow Hedges

We forecast our net exposure in various receivables and payables to fluctuations in the value of various currencies, and we enter into foreign currency forward contracts to mitigate a portion of that exposure. As of September 30, 2026 and December 31, 2025, we had entered into foreign currency forward contracts related to those balance sheet accounts with aggregate notional amounts of $151.0 million and $107.6 million, respectively.

Balance Sheet Presentation of Derivative Instruments. As of September 30, 2026 and December 31, 2025, all derivative instruments, both those designated as hedging instruments and those that were not designated as hedging instruments, were recorded at fair value on a gross basis on our consolidated balance sheets. We are not subject to any master netting agreements.

The fair value of derivative instruments on a gross basis was as follows on the dates indicated (in thousands):

Fair Value of Derivative Instruments Designated as Hedging Instruments	**Balance Sheet Location**	**September 30, 2026**	**December 31, 2025**
Assets			
Foreign currency forward contracts	Prepaid expenses and other current assets	$ 1,973	$ 3,555
Foreign currency forward contracts	Other assets (long-term)	157	663
(Liabilities)			
Foreign currency forward contracts	Accrued expenses	(2,564)	(2,183)
Foreign currency forward contracts	Other long-term obligations	(557)	(424)

Fair Value of Derivative Instruments Not Designated as Hedging Instruments	**Balance Sheet Location**	**September 30, 2026**	**December 31, 2025**
Assets			
Foreign currency forward contracts	Prepaid expenses and other current assets	$ 1,613	$ 1,390
(Liabilities)			
Foreign currency forward contracts	Accrued expenses	(2,501)	(1,620)

Income Statement Presentation of Derivative Instruments.

Derivative Instruments Designated as Cash Flow Hedges

Derivative instruments designated as cash flow hedges had the following effects, before income taxes, on other comprehensive income ("OCI"), accumulated other comprehensive income ("AOCI"), and net earnings in our consolidated statements of income, consolidated statements of comprehensive income and consolidated balance sheets (in thousands):

	Amount of Gain/(Loss) Recognized in OCI			Consolidated Statements of Income		Amount of Gain/(Loss) Reclassified from AOCI	
	Three Months Ended September 30,			Three Months Ended September 30,		Three Months Ended September 30,	
Derivative instrument	2026	2025	Location in statements of income	2026	2025	2026	2025
Foreign currency forward contracts	$ (2,293)	$ 2,330	*Revenue*	$ 416,244	$ 384,157	$ (642)	$ (106)
			Cost of sales	(215,613)	(197,746)	1,060	280

	Amount of Gain/(Loss) Recognized in OCI			Consolidated Statements of Income		Amount of Gain/(Loss) Reclassified from AOCI	
	Nine Months Ended September 30,			Nine Months Ended September 30,		Nine Months Ended September 30,	
Derivative instrument	2026	2025	Location in statements of income	2026	2025	2026	2025
Foreign currency forward contracts	$ (1,703)	$ (963)	*Revenue*	$ 1,216,964	$ 1,121,970	$ (1,802)	$ 1,424
			Cost of sales	(616,370)	(579,052)	3,015	(494)

As of September 30, 2026, a gain of $0.1 million, or $0.0 million after taxes, was expected to be reclassified from AOCI to earnings in revenue and cost of sales over the succeeding twelve months.

Derivative Instruments Not Designated as Hedging Instruments

The following gains/(losses) from these derivative instruments were recognized in our consolidated statements of income for the periods presented (in thousands):

		Three Months Ended September 30,		Nine Months Ended September 30,	
Derivative Instrument	Location in statements of income	2026	2025	2026	2025
Foreign currency forward contracts	Other income (expense) — net	$ (2,032)	$ (731)	$ (5,473)	$ 451

10. Commitments and Contingencies.

Litigation. In the ordinary course of business, we are involved in various claims and litigation matters. These proceedings, actions and claims may involve product liability, intellectual property, contract disputes, employment, governmental inquiries or other matters. These matters generally involve inherent uncertainties and often require prolonged periods of time to resolve. In certain proceedings, the claimants may seek damages as well as other compensatory and equitable relief that could result in the payment of significant claims and settlements and/or the imposition of injunctions or other equitable relief. For legal matters for which our management had sufficient information to reasonably estimate our future obligations, a liability representing management's best estimate of the probable loss, or the minimum of the range of probable losses when a best estimate within the range is not known, is recorded. The estimates are based on consultation with legal counsel, previous settlement experience and settlement strategies. If actual outcomes are less favorable than those estimated by management, additional expense may be incurred, which could unfavorably affect our financial position, results of operations and cash flows. The ultimate cost to us with respect to actions and claims could be materially different than the amount of the current estimates and accruals and could have a material adverse effect on our financial position, results of operations and cash flows. Unless included in our legal accrual, we are unable to estimate a reasonably possible loss or range of loss associated with any individual material legal proceeding. Legal costs for these matters, such as outside counsel fees and expenses, are charged to expense in the period incurred.

In management's opinion, based on its examination of these matters, its experience to date and discussions with counsel, we are not currently involved in any legal proceedings which, individually or in the aggregate, could have a material adverse effect on our financial position, results of operations or cash flows. Our management regularly assesses the risks of legal proceedings in which we are involved, and management's view of these matters may change in the future.

11. Earnings Per Common Share (EPS). The computation of weighted average shares outstanding and the basic and diluted earnings per common share for the three and nine-month periods ended September 30, 2026 and 2025 consisted of the following (in thousands, except per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income	$ 42,311	$ 27,755	$ 122,109	$ 90,483
Average common shares outstanding	59,806	59,245	59,666	59,095
Basic EPS	$ 0.71	$ 0.47	$ 2.05	$ 1.53
Average common shares outstanding	59,806	59,245	59,666	59,095
Effect of dilutive stock awards	573	648	468	806
Effect of dilutive convertible notes	—	26	—	703
Total potential shares outstanding	60,379	59,919	60,134	60,604
Diluted EPS	$ 0.70	$ 0.46	$ 2.03	$ 1.49
Equity awards excluded as the impact was anti-dilutive [1]	296	198	802	176

(1) Does not reflect the impact of incremental repurchases under the treasury stock method.

Convertible Notes

For our Convertible Notes, the dilutive effect has been calculated using the if-converted method. Upon surrender of the Convertible Notes for conversion, Merit will pay cash up to the aggregate principal amount of the Notes to be converted and pay or deliver, as the case may be, cash, shares of Common Stock or a combination of cash and shares of Common Stock, at Merit's election, in respect of the remainder, if any, of Merit's conversion obligation in excess of the aggregate principal amount of the Convertible Notes being converted. Under the if-converted method, we include the number of shares required to satisfy the remaining conversion obligation, assuming all the Convertible Notes were converted. The convertible notes only have an impact on diluted earnings per share when the average share price of our Common Stock exceeds the conversion price of $86.83. The average closing price of the Common Stock for the three and nine-month periods ended September 30, 2026 and 2025, respectively, was used as the basis for determining the dilutive effect on EPS.

12. Stock-Based Compensation Expense. Stock-based compensation expense before income tax expense for the three and nine-month periods ended September 30, 2026 and 2025 consisted of the following (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Cost of sales	$ 768	$ 477	$ 2,136	$ 1,750
Research and development	740	714	2,038	2,068
Selling, general and administrative	12,113	12,421	31,323	29,745
Stock-based compensation expense before taxes	$ 13,621	$ 13,612	$ 35,497	$ 33,563

We recognize stock-based compensation expense (net of a forfeiture rate), for those awards which are expected to vest, on a straight-line basis over the requisite service period. We estimate the forfeiture rate based on our historical experience and expectations about future forfeitures.

Nonqualified Stock Options

During the nine months ended September 30, 2026 and 2025, we did not grant any stock options. As of September 30, 2026, the total remaining unrecognized compensation cost related to non-vested stock options was $1.7 million, which was expected to be recognized over a weighted average period of 0.7 years.

Stock-Settled Performance-Based Restricted Stock Units ("Performance Stock Units")

During the nine-month periods ended September 30, 2026 and 2025, we granted Performance Stock Units which represented awards of up to 490,985 and 290,120 shares of Common Stock, respectively. Settlement of the Performance Stock Units into shares of Common Stock occurs at the end of the relevant performance periods. The actual number of shares of Common Stock issuable at the end of the performance periods is based upon Company performance towards specified financial performance targets and relative total shareholder return as compared to the Russell 2000 Index ("rTSR"), all as more specifically set forth in the Performance Stock Unit award agreements.

We use Monte-Carlo simulations to estimate the grant-date fair value of the Performance Stock Units linked to total shareholder return. The fair value of each performance stock unit was estimated as of the grant date using the following assumptions for awards granted in the periods indicated below:

	Nine Months Ended September 30,	
	2026	2025
Risk-free interest rate	3.5% - 3.8%	4.0%
Performance period	2.8 years	2.8 years
Expected dividend yield	—	—
Expected price volatility	28.5% - 28.7%	28.0%

The risk-free interest rate of return was determined using the U.S. Treasury rate at the time of grant with a term equal to the expected term of the award. The expected volatility was based on the weighted average volatility of our stock price and the average volatility of our compensation peer group's stock price. The expected dividend yield was assumed to be zero because, at the time of the grant, we had no plans to declare a dividend.

Compensation expense is recognized using the grant-date fair value for the number of shares that are likely to be awarded based on the performance metrics. Each reporting period, this probability assessment is updated, and cumulative adjustments are recorded based on the financial performance metrics expected to be achieved. At the end of the performance period, cumulative expense is calculated based on the actual performance metrics achieved. As of September 30, 2026, the total remaining unrecognized compensation cost related to stock-settled Performance Stock Units was $34.7 million, which is expected to be recognized over a weighted average period of 1.5 years.

Cash-Settled Performance-Based Awards

During the nine-month period ended September 30, 2025, we granted Performance Stock Units to Fred P. Lampropoulos, our former Chief Executive Officer that provided for settlement in cash upon achievement of specific metrics ("CEO Liability Awards"), with total target cash incentives in the amount of $1.7 million. The CEO Liability Awards entitled Mr. Lampropoulos to a target cash payment based upon our level of rTSR performance and achievement of other performance metrics, as defined in the award agreements. During the nine-month period ended September 30, 2026, we paid $2.7 million in connection with the settlement of vested CEO Liability Awards granted during 2023. All other unvested CEO Liability Awards were forfeited as of December 31, 2025.

Restricted Stock Units

During the nine-month periods ended September 30, 2026 and 2025, we granted restricted stock units to certain employees and non-employee directors representing 406,196 and 135,778 shares of Common Stock, respectively. The expense recognized for restricted stock units is equal to the closing stock price on the date of grant, which is recognized over the vesting period. Restricted stock units granted to each employee are subject to such employee's continued employment through the vesting date, which is between three and four years from the date of grant. Restricted stock units granted to each non-employee director are subject to such director's continued service through the vesting date, which is approximately one year from the grant date. As of September 30, 2026, the total remaining unrecognized compensation cost related to restricted stock units was $40.6 million, which was expected to be recognized over a weighted average period of 2.1 years.

In addition to the awards described above, we issue restricted stock units and performance stock units, each settled in cash, in certain countries that do not result in the issuance of common stock and are considered immaterial.

13. Segment Reporting. Beginning in the first quarter of 2026, we report our operations as a single operating segment that consists of two product categories: foundational and therapeutic. Foundational products are used primarily for access and enabling functions in vascular and other procedures, and include product platforms such as access devices, procedural solutions, OEM products, and vascular intervention. Therapeutic products are devices and systems used to treat a broad array of diseases, and include product platforms such as cardiac therapies, oncology, renal therapies, vascular intervention, OEM products and endoscopy. See Note 3, *Revenue from Contracts with Customers* for a detailed breakout of our sales by product category, platform and geography. Our CODM is our Chief Executive Officer, who uses consolidated net income to measure segment profit or loss, assess performance and allocate resources, primarily through periodic budgeting and performance reviews. The CODM does not use asset information to assess performance or allocate resources. All information previously reported by segment has been recast to conform to this single segment conclusion.

The following represents total segment revenue and significant segment expenses for the periods indicated (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net sales	$ 416,244	$ 384,157	$ 1,216,964	$ 1,121,970
Cost of sales standard[(1)]	160,129	148,557	465,654	443,412
Cost of sales other[(2)]	55,484	49,189	150,716	135,640
Selling and marketing expenses	72,618	67,335	221,757	198,036
General and administrative expenses	46,893	52,466	145,193	142,348
Research and development expenses	22,393	23,966	70,391	70,811
Other operating expenses[(3)]	(36)	32	(70)	1,198
Other (income) expense — net	2,978	4,072	2,678	10,648
Income tax expense	13,474	10,785	38,536	29,394
Net income	$ 42,311	$ 27,755	$ 122,109	$ 90,483

(1) Cost of sales standard represents costs of goods sold measured at the internal standard cost for production of inventory. Inventory standard costs include material, labor and manufacturing overhead.

(2) Cost of sales other includes amortization expense associated with our developed technology and license agreement intangible assets, freight and handling associated with shipments to customers, provisions based on estimated excess, slow moving and obsolete inventories, manufacturing and price variances, and royalties.

(3) Other operating expenses include contingent consideration expense (benefit) related to the changes in fair value of contingent payments associated with acquisitions.

Depreciation and amortization for the three and nine-month periods ended September 30, 2026 was $31.9 million and $93.4 million, respectively. Depreciation and amortization for the three and nine-month periods ended September 30, 2025 was $31.3 million and $91.6 million, respectively.

14. Fair Value Measurements.

Assets (Liabilities) Measured at Fair Value on a Recurring Basis

Our financial assets and (liabilities) carried at fair value and measured on a recurring basis as of September 30, 2026 and December 31, 2025 consisted of the following (in thousands):

		Fair Value Measurements Using		
	Total Fair Value at September 30, 2026	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Money market funds [1]	$ 32,131	$ 32,131	$ —	$ —
United States treasury debt securities [2]	4,336	4,336	—	—
Foreign currency contract assets, current and long-term [3]	3,743	—	3,743	—
Foreign currency contract liabilities, current and long-term [4]	(5,622)	—	(5,622)	—
Contingent consideration liabilities [5]	(1,288)	—	—	(1,288)

		Fair Value Measurements Using		
	Total Fair Value at December 31, 2025	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Money market funds [1]	$ 31,285	$ 31,285	$ —	$ —
United States treasury debt securities [2]	5,230	5,230	—	—
Foreign currency contract assets, current and long-term [3]	5,608	—	5,608	—
Foreign currency contract liabilities, current and long-term [4]	(4,227)	—	(4,227)	—
Contingent consideration liabilities [5]	(4,537)	—	—	(4,537)

(1) Our money market fund represents a bank-managed money market fund which permits daily redemptions. Amounts in the fund are recorded as cash equivalents in the consolidated balance sheets.

(2) The fair value of U.S. treasury debt securities is determined using quoted prices for identical assets in active markets and is recorded as cash and cash equivalents in the consolidated balance sheets.

(3) The fair value of the foreign currency contract assets (including those designated as hedging instruments and those not designated as hedging instruments) is determined using Level 2 fair value inputs and is recorded as a prepaid expense and other current asset or other long-term asset in the consolidated balance sheets.

(4) The fair value of the foreign currency contract liabilities (including those designated as hedging instruments and those not designated as hedging instruments) is determined using Level 2 fair value inputs and is recorded as an accrued expense or other long-term obligation in the consolidated balance sheets.

(5) The fair value of contingent consideration liabilities is determined using Level 3 fair value inputs and is recorded within accrued expenses and other long-term obligations.

Fair Value of Other Assets (Liabilities)

The carrying amount of cash and cash equivalents, receivables, and trade payables approximate fair value because of the immediate, short-term maturity of these financial instruments. The fair value of our long-term debt under our Convertible Notes was $870.8 million as of September 30, 2026 and was determined based on quoted prices in markets that are not active, which is considered a Level 2 valuation input. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash and cash equivalents, which use Level 1 inputs.

We recognize or disclose the fair value of certain assets, such as non-financial assets, primarily property and equipment, right-of-use operating lease assets, equity investments, intangible assets and goodwill in connection with impairment evaluations. Such assets are reported at carrying value and are not subject to recurring fair value measurements. We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Fair value is generally determined based on discounted future cash flow. All our nonrecurring valuations use significant unobservable inputs and therefore fall under Level 3 of the fair value hierarchy.

Our equity investments in privately-held companies were $27.6 million and $28.7 million at September 30, 2026 and December 31, 2025, respectively, which are included within other long-term assets in our consolidated balance sheets. We analyze our investments in privately-held companies to determine if they should be accounted for using the equity method based on our ability to exercise significant influence over operating and financial policies of the investment whereby we record our proportionate share of the investee's earnings or losses; amortization of differences between our investment basis and underlying equity in net assets of the investee, excluding the component representing goodwill; and impairment, if any, as a component of other income for each reporting period. Investments not accounted for under the equity method of accounting are accounted for at cost minus impairment, if applicable, plus or minus changes in valuation resulting from observable transactions for identical or similar investments. For the nine-month periods ended September 30, 2026 and 2025, we recorded no impairment charges related to our equity investments.

Current Expected Credit Losses

Our outstanding notes receivable, including accrued interest and an allowance for current expected credit losses, were $31.3 million and $21.6 million as of September 30, 2026 and December 31, 2025, respectively. As of September 30, 2026 and December 31, 2025, we had an allowance for current expected credit losses of $3.3 million and $2.6 million, respectively, associated with these notes receivable. We assess the allowance for current expected credit losses on an individual security basis, due to the limited number of securities, using a probability of default model, which is based on relevant information about past events, including historical experience, current conditions and reasonable and supportable forecasts that affect the expected collectability of securities, and other security specific factors.

The table below presents a roll-forward of the allowance for current expected credit losses on our notes receivable for the three and nine-month periods ended September 30, 2026 and 2025 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Beginning balance	$ 3,230	$ 2,375	$ 2,625	$ 1,366
Provision for credit loss expense	106	185	711	1,194
Ending balance	$ 3,336	$ 2,560	$ 3,336	$ 2,560

15. Accumulated Other Comprehensive Income (Loss). The changes in each component of accumulated other comprehensive income (loss) for the three and nine-month periods ended September 30, 2026 and 2025 were as follows:

	Cash Flow Hedges	Foreign Currency Translation	Total
Balance as of July 1, 2026	$ 1,631	$ (9,547)	$ (7,916)
Other comprehensive loss	(2,293)	(668)	(2,961)
Income taxes	640	137	777
Reclassifications to:			
Revenue	642		642
Cost of sales	(1,060)		(1,060)
Net other comprehensive loss	(2,071)	(531)	(2,602)
Balance as of September 30, 2026	$ (440)	$ (10,078)	$ (10,518)

	Cash Flow Hedges	Foreign Currency Translation	Total
Balance as of January 1, 2026	$ 1,788	$ (5,424)	$ (3,636)
Other comprehensive loss	(1,703)	(5,557)	(7,260)
Income taxes	688	903	1,591
Reclassifications to:			
Revenue	1,802		1,802
Cost of sales	(3,015)		(3,015)
Net other comprehensive loss	(2,228)	(4,654)	(6,882)
Balance as of September 30, 2026	$ (440)	$ (10,078)	$ (10,518)

	Cash Flow Hedges	Foreign Currency Translation	Total
Balance as of July 1, 2025	$ (328)	$ (4,734)	$ (5,062)
Other comprehensive income (loss)	2,330	(862)	1,468
Income taxes	(509)	558	49
Reclassifications to:			
Revenue	106		106
Cost of sales	(280)		(280)
Net other comprehensive income (loss)	1,647	(304)	1,343
Balance as of September 30, 2025	$ 1,319	$ (5,038)	$ (3,719)

	Cash Flow Hedges	Foreign Currency Translation	Total
Balance as of January 1, 2025	$ 2,765	$ (22,166)	$ (19,401)
Other comprehensive (loss) income	(963)	18,192	17,229
Income taxes	447	(1,064)	(617)
Reclassifications to:			
Revenue	(1,424)		(1,424)
Cost of sales	494		494
Net other comprehensive (loss) income	(1,446)	17,128	15,682
Balance as of September 30, 2025	$ 1,319	$ (5,038)	$ (3,719)

16. Subsequent Events. On October 13, 2026, we acquired the remaining outstanding equity interests of Solo Pace, Inc. ("Solo Pace"), pursuant to a Stock Purchase Agreement (the "Solo Pace Acquisition"). Prior to the Solo Pace Acquisition, we held an approximately 18% equity interest in Solo Pace, which we accounted for under the equity method and had a carrying amount of $4.2 million as of September 30, 2026. As a result of the Solo Pace Acquisition, Solo Pace became a wholly-owned subsidiary of Merit.

The acquisition-date fair value of the consideration transferred consisted of (i) an upfront cash payment of $45.0 million, subject to customary working capital and other adjustments and (ii) the effective settlement of $2.5 million in principal and accrued interest outstanding under loans we previously issued to Solo Pace. We will account for the Solo Pace Acquisition as a business combination achieved in stages. Accordingly, we will remeasure our previously held equity interest to its acquisition-date fair value and recognize any resulting gain or loss within other income (expense) — net in the fourth quarter of 2026.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related condensed notes thereto, which are included in Part I of this report. Our future financial condition and results of operations, as well as any forward-looking statements, are subject to inherent risks and uncertainties that may adversely impact our operations and financial results. These risks and uncertainties are discussed in Part I, Item 1A "Risk Factors" in the 2025 Annual Report on Form 10-K and in Part II, Item 1A "Risk Factors" in this report and in our Quarterly Report on Form 10-Q for each of the quarters ended March 31, 2026 and June 30, 2026.

OVERVIEW

We are a leading manufacturer and marketer of proprietary medical devices used in interventional, diagnostic and therapeutic procedures, particularly in cardiology, radiology, oncology, critical care and endoscopy. Our business consists of two product categories: foundational and therapeutic. Within each of these product categories, we sell a variety of products organized as product platforms. Our foundational product category includes product platforms such as access devices, procedural solutions, OEM products, and vascular intervention. Our therapeutic product category includes product platforms such as cardiac therapies, oncology, renal therapies, vascular intervention, OEM products and endoscopy.

For the three-month period ended September 30, 2026, we reported sales of $416.2 million, an increase of $32.1 million or 8.4% compared to sales for the three-month period ended September 30, 2025 of $384.2 million. For the nine-month period ended September 30, 2026, we reported sales of $1,217.0 million, an increase of $95.0 million or 8.5% compared to sales for the nine-month period ended September 30, 2025 of $1,122.0 million. Foreign currency fluctuations (net of hedging) increased our net sales by $1.1 million and $12.0 million for the three and nine-month periods ended September 30, 2026, respectively, assuming applicable foreign exchange rates in effect during the comparable prior-year periods.

Gross profit as a percentage of sales decreased to 48.2% for the three-month period ended September 30, 2026 compared to 48.5% for the three-month period ended September 30, 2025. Gross profit as a percentage of sales increased to 49.4% for the nine-month period ended September 30, 2026 compared to 48.4% for the nine-month period ended September 30, 2025.

Net income for the three-month period ended September 30, 2026 was $42.3 million, or $0.70 per share, compared to net income of $27.8 million, or $0.46 per share, for the three-month period ended September 30, 2025. Net income for the nine-month period ended September 30, 2026 was $122.1 million, or $2.03 per share, compared to net income of $90.5 million, or $1.49 per share, for the nine-month period ended September 30, 2025.

Recent Developments and Trends

In addition to the trends identified in the 2025 Annual Report on Form 10-K under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations - Overview," our business in 2026 has been impacted, and we believe will continue to be impacted, by the following recent developments and trends:

- Our revenue results during the three-month period ended September 30, 2026 were driven primarily by demand in both our domestic and international regions.
- On April 1, 2026, we completed the acquisition of View Point, which included the OneMark® Detection Imaging System and OneMark Tissue Markers used in the diagnosis and localization of breast and soft tissue tumors. We began commercial sales of OneMark products during the third quarter of 2026 and expect to continue to expand commercial availability through the remainder of 2026 and into 2027.
- As of September 30, 2026, we had cash, cash equivalents, and restricted cash of $505.8 million and net available borrowing capacity under our Amended Fourth A&R Credit Agreement of $697 million.

RESULTS OF OPERATIONS

The following table sets forth certain operational data as a percentage of sales for the periods indicated:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net sales	100 %	100 %	100 %	100 %
Gross profit	48.2	48.5	49.4	48.4
Selling, general and administrative expenses	28.7	31.2	30.2	30.3
Research and development expenses	5.4	6.2	5.8	6.3
Contingent consideration (benefit) expense	(0.0)	0.0	(0.0)	0.1
Income from operations	14.1	11.1	13.4	11.6
Other expense — net	(0.7)	(1.1)	(0.2)	(0.9)
Income before income taxes	13.4	10.0	13.2	10.7
Net income	10.2	7.2	10.0	8.1

Sales

Sales for the three-month period ended September 30, 2026 increased by 8.4%, or $32.1 million, compared to the corresponding period in 2025. Sales for the nine-month period ended September 30, 2026 increased by 8.5%, or $95.0 million, compared to the corresponding period in 2025. Listed below are the sales by product category and platform for the three and nine-month periods ended September 30, 2026 and 2025 (in thousands, other than percentage changes):

		Three Months Ended September 30,			Nine Months Ended September 30,	
	% Change	2026	2025	% Change	2026	2025
Foundational						
Access	4.2 %	$ 157,922	$ 151,508	7.5 %	$ 470,832	$ 438,028
OEM	11.5 %	46,278	41,499	4.7 %	134,156	128,140
Procedural Solutions	(15.9)%	27,162	32,287	(11.9)%	81,599	92,597
Vascular Intervention	19.7 %	42,367	35,391	19.2 %	123,057	103,195
Other	807.7 %	2,006	221	48.0 %	2,531	1,710
Total Foundational	5.7 %	275,735	260,906	6.4 %	812,175	763,670
Therapeutic						
Cardiac Therapies	7.9 %	27,547	25,530	20.9 %	83,461	69,019
Endoscopy	32.9 %	23,428	17,631	30.8 %	68,767	52,582
OEM	31.5 %	13,089	9,953	8.2 %	33,365	30,830
Oncology	16.4 %	27,085	23,263	10.3 %	76,367	69,257
Renal Therapies	(1.9)%	13,550	13,808	(5.6)%	37,775	40,014
Vascular Intervention	8.3 %	35,810	33,066	8.8 %	105,054	96,598
Total Therapeutic	14.0 %	140,509	123,251	13.0 %	404,789	358,300
Total	8.4 %	$ 416,244	$ 384,157	8.5 %	$ 1,216,964	$ 1,121,970

Foundational Sales. Our foundational sales for the three-month period ended September 30, 2026 were $275.7 million, up 5.7% when compared to the corresponding period of 2025 of $260.9 million. Sales for the three-month period ended September 30, 2026 were favorably affected by increased sales within the following platforms:

(a) Access, which increased by $6.4 million, or 4.2%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our angiography, access and hemostasis products, partially offset by decreased sales in our drainage and intervention products.

(b) OEM, which increased by $4.8 million, or 11.5%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our fluid management, sensors, angiography and access products, partially offset by decreased sales of our intervention products.

(c) Vascular Intervention, which increased by $7.0 million, or 19.7%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our drainage and biopsy products.

The foregoing increase in sales for the three-month period ended September 30, 2026 was partially offset by decreased sales within our Procedural Solutions platform, which decreased by $5.1 million, or 15.9%, from the corresponding period of 2025. This decrease was driven primarily by the sale of the DualCap® product line to Health Line.

Our foundational sales for the nine-month period ended September 30, 2026 were $812.2 million, up 6.4% when compared to the corresponding period of 2025 of $763.7 million. Sales for the nine-month period ended September 30, 2026 were favorably affected by increased sales within the following platforms:

(a) Access, which increased by $32.8 million, or 7.5%, from the corresponding period of 2025. This increase was driven primarily by hemostasis products acquired in the Biolife Merger, as well as increased sales of our angiography and access products, partially offset by decreased sales in our drainage products.

(b) OEM, which increased by $6.0 million, or 4.7%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our sensors, fluid management, access, hemostasis and angiography products, partially offset by decreased sales in our intervention, kits and cardiac rhythm management/electrophysiology ("CRM/EP") products.

(c) Vascular Intervention, which increased by $19.9 million, or 19.2%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our drainage and biopsy products.

The foregoing increase in sales for the nine-month period ended September 30, 2026 was partially offset by decreased sales within our Procedural Solutions platform, which decreased by $11.0 million, or 11.9%, from the corresponding period of 2025. This decrease was driven primarily by the sale of the DualCap® product line to Health Line, partially offset by increased sales of our trays.

Therapeutic Sales. Our therapeutic sales for the three-month period ended September 30, 2026 were $140.5 million, up 14.0% when compared to sales in the corresponding period of 2025 of $123.3 million. Sales for the three-month period ended September 30, 2026 were favorably affected by increased sales within the following platforms:

(a) Cardiac Therapies, which increased by $2.0 million, or 7.9%, from the corresponding period of 2025. This increase was driven primarily by increased sales of the SoloPace temporary pacing system.

(b) Endoscopy, which increased by $5.8 million, or 32.9%, from the corresponding period of 2025. This increase was driven primarily by sales attributable to the acquisition of the C2 Cryoballoon from Pentax and increased sales of the Resilience™ esophageal stent.

(c) OEM, which increased by $3.1 million, or 31.5%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our ablation products.

(d) Oncology, which increased by $3.8 million, or 16.4%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our SCOUT radar localization products.

(e) Vascular Intervention, which increased by $2.7 million, or 8.3%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our delivery systems and embolotherapy products.

The foregoing increase in sales for the three-month period ended September 30, 2026 was partially offset by decreased sales within our Renal Therapies platform, which decreased by $0.3 million, or 1.9%, from the corresponding period of 2025. This decrease was driven primarily by decreased sales of our access products.

Our therapeutic sales for the nine-month period ended September 30, 2026 were $404.8 million, up 13.0% when compared to sales in the corresponding period of 2025 of $358.3 million. Sales for the nine-month period ended September 30, 2026 were favorably affected by increased sales within the following platforms:

(a) Cardiac Therapies, which increased by $14.4 million, or 20.9%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our lead management products, Prelude SNAP and SoloPace temporary pacing system.

(b) Endoscopy, which increased by $16.2 million, or 30.8%, from the corresponding period of 2025. This increase was driven primarily by sales attributable to the acquisition of the C2 Cryoballoon from Pentax and increased sales of the Resilience™ esophageal stent.

(c) OEM, which increased by $2.5 million, or 8.2%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our ablation products, partially offset by decreased sales of our peripheral intervention and CRM/EP products.

(d) Oncology, which increased by $7.1 million, or 10.3%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our SCOUT radar localization products.

(e) Vascular Intervention, which increased by $8.5 million, or 8.8%, from the corresponding period of 2025. This increase was driven primarily by increased sales of our delivery systems and embolotherapy products.

The foregoing increase in sales for the nine-month period ended September 30, 2026 was partially offset by decreased sales within our Renal Therapies platform, which decreased by $2.2 million, or 5.6%, from the corresponding period of 2025. This decrease was driven primarily by decreased sales of our access products.

Geographic Sales

Listed below are sales by geography for the three and nine-month periods ended September 30, 2026 and 2025 (in thousands, other than percentage changes):

		Three Months Ended September 30,			Nine Months Ended September 30,	
	% Change	2026	2025	% Change	2026	2025
Domestic	11.0 %	$ 255,946	$ 230,597	9.4 %	$ 734,513	$ 671,243
International	4.4 %	160,298	153,560	7.0 %	482,451	450,727
Total	8.4 %	$ 416,244	$ 384,157	8.5 %	$ 1,216,964	$ 1,121,970

Domestic Sales. Domestic sales for the three-month period ended September 30, 2026 were $255.9 million, or 61.5% of net sales, up 11.0% when compared to the corresponding period of 2025. Domestic sales for the nine-month period ended September 30, 2026 were $734.5 million, or 60.4% of net sales, up 9.4% when compared to the corresponding period of 2025.

International Sales. International sales for the three-month period ended September 30, 2026 were $160.3 million, or 38.5% of net sales, up 4.4% when compared to the corresponding period in 2025 of $153.6 million. International sales for the nine-month period ended September 30, 2026 were $482.5 million, or 39.6% of net sales, up 7.0% when compared to the corresponding period in 2025 of $450.7 million. The increase in our international sales for the three and nine-month periods ended September 30, 2026, compared to the corresponding periods of 2025 included increased sales in each of our Europe, the Middle East and Africa, Rest of World and Asia Pacific regions.

Gross Profit

Our gross profit as a percentage of sales decreased to 48.2% for the three-month period ended September 30, 2026, compared to 48.5% for the three-month period ended September 30, 2025. The decrease in gross profit percentage was primarily due to unfavorable price variances and increased freight costs.

Our gross profit as a percentage of sales increased to 49.4% for the nine-month period ended September 30, 2026, compared to 48.4% for the nine-month period ended September 30, 2025. The increase in gross profit percentage was primarily due to an increase in sales combined with favorable changes in product mix and refunds of $6.9 million relating to previously paid IEEPA tariffs.

Operating Expenses

Selling, General and Administrative Expense. Selling, general and administrative ("SG&A") expenses decreased $(0.3) million, or (0.2)%, for the three-month period ended September 30, 2026 compared to the corresponding period of 2025. As a percentage of sales, SG&A expenses were 28.7% for the three-month period ended September 30, 2026, compared to 31.2% for the corresponding period of 2025. For the three-month period ended September 30, 2026, SG&A expenses decreased compared to the corresponding period of 2025, primarily due to a decrease in legal fees, acquisition-related integration costs and employee termination benefits, partially offset by an increase in employee compensation expenses.

SG&A expenses increased $26.6 million, or 7.8%, for the nine-month period ended September 30, 2026 compared to the corresponding period of 2025. As a percentage of sales, SG&A expenses were 30.2% for the nine-month period ended September 30, 2026, compared to 30.3% for the corresponding period of 2025. For the nine-month period ended September 30, 2026, SG&A expenses increased compared to the corresponding period of 2025, primarily due to an increase in labor-related costs including (i) commissions associated with sales growth, (ii) headcount additions to support investment in the business and (iii) stock-based compensation. Additional drivers of the increase were costs associated with the View Point Merger totaling $5.7 million and company conferences. Such increases were partially offset by a decrease in contract termination costs incurred during 2025 as a result of the Biolife Merger.

Research and Development Expenses. Research and development ("R&D") expenses for the three-month period ended September 30, 2026 were $22.4 million, down (6.6)%, when compared to R&D expenses in the corresponding period of 2025 of $24.0 million. For the three-month period ended September 30, 2026, R&D expenses decreased compared to the corresponding period of 2025 primarily due to decreased service related costs for ongoing compliance with European Union Medical Device Registration ("MDR").

R&D expenses for the nine-month period ended September 30, 2026 were $70.4 million, down (0.6)%, when compared to R&D expenses in the corresponding period of 2025 of $70.8 million. For the nine-month period ended September 30, 2026, R&D expenses decreased compared to the corresponding period of 2025 primarily due to decreased service related costs for ongoing compliance with MDR, partially offset by an increase in employee compensation expenses.

Contingent Consideration (Benefit) Expense. For the three and nine-month periods ended September 30, 2026, we recognized contingent consideration (benefit) from changes in the estimated fair value of our contingent consideration obligations stemming from our previously disclosed business acquisitions of $(0.0) million and $(0.1) million, respectively, compared to contingent consideration expense of $0.0 million and $1.2 million for the three and nine-month periods ended September 30, 2025, respectively. Expense (benefit) in each period related to changes in the probability and timing of achieving certain revenue and operational milestones, as well as expense for the passage of time.

Operating Income

Our operating income for the three-month period ended September 30, 2026 was $58.8 million, compared to operating income in the corresponding period of 2025 of $42.6 million. The increase in operating income during the three-month period ended September 30, 2026 compared to the corresponding period of 2025 was primarily a result of increased sales and decreased SG&A and R&D costs, partially offset by a decrease in gross margin.

Our operating income for the nine-month period ended September 30, 2026 was $163.3 million, compared to operating income in the corresponding period of 2025 of $130.5 million. The increase in operating income during the nine-month period ended September 30, 2026 compared to the corresponding period of 2025 was primarily a result of increased sales and gross margin, partially offset by an increase in SG&A expense.

Other Expense — Net

Our other expense for the three months ended September 30, 2026 and 2025 was $3.0 million and $4.1 million, respectively. The change in other expense for the three-month period ended September 30, 2026 compared to the corresponding period of 2025 was primarily related to increased interest income associated with higher cash balances and interest rates and deferred compensation investment gains, partially offset by increased interest expense associated with our deferred View Point Merger payments.

Our other expense for the nine months ended September 30, 2026 and 2025 was $2.7 million and $10.6 million, respectively. The change in other expense for the nine-month period ended September 30, 2026 compared to the corresponding period of 2025 was primarily related to a gain of $12.5 million associated with the sale of the DualCap® product line to Health Line in February 2026, partially offset by a one-time charge of $5.1 million for additional interest incurred pursuant to Merit's obligation to remove restrictive legends with respect to the Convertible Notes and increased interest expense associated with our deferred View Point Merger payments.

Effective Tax Rate

Our provision for income taxes for the three-month periods ended September 30, 2026 and 2025 was a tax expense of $13.5 million and $10.8 million, respectively, which resulted in an effective tax rate of 24.2% and 28.0%, respectively. Our provision for income taxes for the nine-month periods ended September 30, 2026 and 2025 was a tax expense of $38.5 million and $29.4 million, respectively, which resulted in an effective tax rate of 24.0% and 24.5%, respectively. The decrease in the effective income tax rate for the three and nine-month periods ended September 30, 2026, when compared to the prior-year periods, was primarily due to increased benefit from discrete items such as share-based compensation, and impacts from the enacted OBBBA tax law. The increase in income tax expense for the three and nine-month periods ended September 30, 2026, when compared to the prior-year periods, was primarily due to increased pre-tax book income. Our effective tax rate differs from the U.S. statutory rate primarily due to the impact of net controlled foreign corporation tested income and Subpart F inclusions, state income taxes, foreign taxes, other nondeductible permanent items and discrete items (such as share-based compensation).

Net Income

Our net income for the three-month periods ended September 30, 2026 and 2025 was $42.3 million and $27.8 million, respectively. The increase in our net income for the three-month period ended September 30, 2026 was the result of several principal factors, including increased sales and decreased SG&A, R&D, and other expense, partially offset by decreased gross margin and increased income tax expense.

Our net income for the nine-month periods ended September 30, 2026 and 2025 was $122.1 million and $90.5 million, respectively. The increase in our net income for the nine-month period ended September 30, 2026 was the result of several principal factors, including increased sales and gross margin and decreased R&D and other expense, partially offset by increased SG&A expenses and income tax expense.

LIQUIDITY AND CAPITAL RESOURCES

Capital Commitments, Contractual Obligations and Cash Flows

As of September 30, 2026 and December 31, 2025, our current assets exceeded current liabilities by $933.7 million and $800.4 million, respectively, and we had cash, cash equivalents and restricted cash of $505.8 million and $448.5 million, respectively, of which $72.4 million and $66.0 million, respectively, were held by foreign subsidiaries. We currently believe future repatriation of cash and other property held by our foreign subsidiaries will generally not be subject to U.S. federal income tax. As a result, earnings of our foreign subsidiaries are not considered to be permanently reinvested. In addition, cash held by our subsidiary in China is subject to local laws and regulations that require government approval for the transfer of such funds to entities located outside of China. As of September 30, 2026, and December 31, 2025, we had cash, cash equivalents and restricted cash of $19.0 million and $20.0 million, respectively, within our subsidiary in China.

Cash flows provided by operating activities. We generated cash from operating activities of $175.2 million and $198.9 million during the nine-month periods ended September 30, 2026 and 2025, respectively. Significant factors affecting operating cash flows during these periods included:

- Net income was $122.1 million and $90.5 million for the nine-month periods ended September 30, 2026 and 2025, respectively.
- Depreciation and amortization was $93.4 million and $91.6 million for the nine-month periods ended September 30, 2026 and 2025, respectively. The increase in depreciation and amortization for the nine-month period ended September 30, 2026 was primarily associated with the amortization of developed technology and other intangible assets acquired in connection with the Biolife Merger, C2 Acquisition and View Point Merger and depreciation of new property and equipment, including our South Jordan distribution facility.
- Cash used for inventories was $59.9 million and $15.1 million for the nine-month periods ended September 30, 2026 and 2025, respectively. The increase in inventories during 2026 was principally associated

with our strategy to proactively invest in our inventory balances to encourage high customer service levels, as well as to expand inventory balances for newly-acquired products and increases in safety stock due to vendor supply delays.

- Cash used for trade receivables was $18.8 million and $13.7 million for the nine-month periods ended September 30, 2026 and 2025, respectively, due primarily to the timing of customer payments and increased sales.
- Cash provided by (used for) other long-term obligations was $9.9 million and $(0.8) million for the nine-month periods ended September 30, 2026 and 2025, respectively, due primarily to an increase in deferred revenue associated with revenue from contracts with customers under our OEM product platform in 2026.

Cash flows used in investing activities. Cash used in investing activities was $124.7 million and $197.1 million for the nine-month periods ended September 30, 2026 and 2025, respectively. We used cash for capital expenditures of property and equipment of $45.7 million and $57.3 million in the nine-month periods ended September 30, 2026 and 2025, respectively. Capital expenditures in each period were primarily related to investments in property and equipment to support development and production of our products, and include costs for the construction of a new distribution facility in South Jordan, Utah. Historically, we have incurred significant expenses in connection with facility construction, production automation, product development and the introduction of new products. We anticipate that we will spend approximately $60 to $70 million in 2026 for property and equipment.

Cash outflows for the acquisition of equity investments and issuance of notes receivable were $9.2 million and $14.9 million for the nine-month periods ended September 30, 2026 and 2025, respectively. Cash outflows invested in acquisitions were $93.0 million and $122.8 million for the nine-month periods ended September 30, 2026 and 2025, respectively, and were primarily related to the acquisitions of View Point in 2026 and Biolife in 2025. Cash inflows from divestitures were $25.5 million for the nine-month period ended September 30, 2026 and were related to the sale of the DualCap® product line to Health Line.

Cash flows provided by financing activities. Cash provided by financing activities for the nine-month periods ended September 30, 2026 and 2025 was $6.3 million and $10.9 million, respectively. For the nine-month periods ended September 30, 2026 and 2025, we had cash used in financing activities of $3.0 million and $2.6 million, respectively, primarily attributable to the payment of milestone-based contingencies associated with the C2 Acquisition in 2026 and Brightwater Medical, Inc. in 2025. We had cash inflows from the issuance of Common Stock of $9.3 million and $13.6 million, net of taxes paid in exchange for common stock, for the nine-month periods ended September 30, 2026 and 2025, respectively, related to the exercise of non-qualified stock options and release of time and performance-based stock awards.

As of September 30, 2026, we had outstanding borrowings of $747.5 million and had issued letter of credit guarantees of $3.0 million, with additional available borrowings of $697 million under the Amended Fourth A&R Credit Agreement, based on the maximum net leverage ratio and the aggregate revolving credit commitment pursuant to the Amended Fourth A&R Credit Agreement. Our interest rate as of September 30, 2026 and December 31, 2025 was a fixed rate of 3.0% on our Convertible Notes.

We currently believe that our existing cash balances, anticipated future cash flows from operations and borrowings under our long-term debt agreements will be adequate to fund our current and currently planned future operations for the next twelve months and the foreseeable future. In the event we pursue and complete significant transactions or acquisitions in the future, additional funds may be required to meet our strategic needs, which may require us to raise additional funds in the debt or equity markets.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Our financial results are affected by the selection and application of accounting policies and methods. In the nine-month period ended September 30, 2026 there were no changes to the application of critical accounting policies previously disclosed in Part II, Item 7 of our 2025 Annual Report on Form 10-K.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Forward-looking statements include, among others:

- statements preceded or followed by, or that include the words, “may,” “will,” “should,” “expects,” “plans,” “anticipates,” “intends,” “seeks,” “believes,” “estimates,” “projects,” “forecasts,” “potential,” “target,” “continue,” “upcoming,” “optimistic” or other forms of these words or similar words or expressions, or the negative thereof or other comparable terminology;

- statements that address our future operating performance or events or developments that we expect or anticipate will occur, including, without limitation, any statements regarding our projected earnings, revenue, revenue growth or other future financial measures, our plans and objectives for future operations, our proposed new products or services, the integration, development or commercialization of the business or any assets acquired from other parties, future economic conditions or performance, the implementation of, and results which may be achieved through, Merit’s Continued Growth Initiatives Program or other business optimization initiatives, and any statements of assumptions underlying any of the foregoing; and

- statements regarding our past performance, efforts, or results about which inferences or assumptions may be made, including statements preceded or followed by the words "preliminary," "initial," "potential," "possible," "diligence," "industry-leading," "compliant," "indications," or "early feedback" or other forms of these words or similar words or expressions, or the negative thereof or other comparable terminology.

The forward-looking statements contained in this report are based on our management’s current expectations and assumptions regarding future events or outcomes. If underlying expectations or assumptions prove inaccurate, or risks or uncertainties materialize, actual results will likely differ, and could differ materially, from our expectations reflected in any forward-looking statements. Financial estimates are subject to change and are not intended to be relied upon as predictions of future operating results. Investors are cautioned not to unduly rely on any such forward-looking statements.

The following are some of the important risks and uncertainties that could cause Merit’s actual results to differ from our management’s expectations in any forward-looking statements: risks and uncertainties arising from the conflict among the United States, Israel and Iran and related geopolitical instability; risks and uncertainties associated with Merit’s executive succession and leadership transition; risks and uncertainties regarding trade policies or related actions implemented by the United States or other countries, including existing, proposed, prospective or invalidated tariffs, duties or other measures; risks and uncertainties associated with Merit’s integration of businesses or assets acquired from third parties, including View Point in April 2026 and the business and assets acquired in connection with the C2 Acquisition in November 2025 and the Biolife Merger in May 2025, and Merit’s ability to achieve the anticipated operating and financial results, product development and other anticipated benefits of such acquisitions; effects of the Convertible Notes on Merit’s net income and earnings per share performance; restrictions and limitations set forth in the Convertible Notes and Indenture, which could affect Merit’s ability to operate its business as well as its liquidity; disruptions in Merit’s supply chain, manufacturing or sterilization processes; U.S. and global political, economic, competitive, reimbursement and regulatory conditions; modification or limitation of, or policies and procedures associated with, governmental or private insurance reimbursement policies; reduced availability of, and price increases associated with, components and other raw materials; increases in transportation expenses; risks relating to Merit’s potential inability to successfully manage growth through acquisitions generally, including the inability to effectively integrate acquired operations or products or commercialize technology developed internally or acquired through completed, proposed or future transactions; prospective financial obligations or other uncertainties associated with Merit’s divestiture of its DualCap® anti-microbial cap product line in February 2026; fluctuations in interest or foreign currency exchange rates and inflation; cybersecurity events; government scrutiny and regulation of the medical device industry; difficulties relating to development, testing and regulatory approval, clearance and maintenance of Merit’s products; the safety, efficacy and patient and physician adoption of Merit’s products; the ability to fully enroll and the outcomes of ongoing and future clinical trials and market studies relating to Merit’s products; litigation and other legal proceedings affecting Merit; risks and possible effects of any failure to comply with U.S. and foreign laws and regulations; restrictions on Merit’s liquidity or business operations resulting from its debt agreements;

infringement of Merit's technology or the assertion that Merit's technology infringes the rights of other parties; product recalls and product liability claims; potential for significant adverse changes in governing regulations; changes in tax laws and regulations in the United States or other jurisdictions or exposure to additional tax liabilities which may adversely affect Merit's effective tax rate; termination of relationships with Merit's suppliers, or failure of such suppliers to perform; development of new products and technology that could render Merit's existing or future products obsolete; market acceptance of new products; failure to comply with applicable environmental laws; changes in key personnel; labor shortages and increases in labor costs; price and product competition; extreme weather events; and geopolitical events. For a further discussion of the risks and uncertainties and other factors that may affect our business, operations or financial condition, see Part I, Item 1A. "Risk Factors" in the 2025 Annual Report on Form 10-K filed with the SEC which we updated in Part II, Item 1A. "Risk Factors" in this report.

All subsequent forward-looking statements attributable to Merit or persons acting on its behalf are expressly qualified in their entirety by these cautionary statements. Financial estimates are subject to change and are not intended to be relied upon as predictions of future operating results. Those estimates and all other forward-looking statements included in this report are made only as of the date of this report, and except as otherwise required by applicable law, Merit assumes no obligation to update or disclose revisions to estimates and all other forward-looking statements.

NOTICE REGARDING TRADEMARKS

This report includes trademarks, tradenames and service marks that are our property or the property of others. Solely for convenience, such trademarks and tradenames sometimes appear without any "™" or "®" symbol. However, failure to include such symbols is not intended to suggest, in any way, that we will not assert our rights or the rights of any applicable licensor, to these trademarks and tradenames.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and qualitative disclosures about currency exchange rate risk and interest rate risk are included in Part II, Item 7A "Quantitative and Qualitative Disclosures About Market Risk" in the 2025 Annual Report on Form 10-K. In the nine-month period ended September 30, 2026, there were no material changes from the information provided therein.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining adequate disclosure controls and procedures for our company. Consequently, our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of September 30, 2026. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs. Based on that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms, and that such information is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

Except as set forth below, during the three-month period ended September 30, 2026, there were no changes in our internal control over financial reporting that materially affected, or were reasonably likely to materially affect, our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934).

On April 1, 2026, we completed our acquisition of View Point Medical, Inc. We are currently integrating the policies, processes, employees, technology and operations of View Point. Management does not currently expect a material change to our internal controls over financial reporting as we fully integrate View Point. Management will continue to evaluate our internal control over financial reporting as we execute acquisition integration activities.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

See Note 10, *Commitments and Contingencies* set forth in the notes to our consolidated financial statements included in Part I, Item 1 of this report.

ITEM 1A. RISK FACTORS

In addition to other information set forth in this report, readers should carefully consider the factors discussed in Part I, Item 1A. "Risk Factors" of our 2025 Annual Report on Form 10-K, which we filed with the SEC. Any of the risk factors disclosed in our reports could materially affect our business, financial condition or future results. The risks described here and in our 2025 Annual Report on Form 10-K, as updated and supplemented, are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially and adversely affect our business, financial condition and/or operating results. The discussion of the risk factors below updates the corresponding disclosure under the same heading in the 2025 Annual Report on Form 10-K and may contain material changes to the corresponding risk factor discussion in the 2025 Annual Report on Form 10-K.

The conflict among the United States, Israel and Iran and related geopolitical instability may adversely affect our business.

The ongoing conflict among the United States, Israel and Iran and any further escalation, including additional military actions, retaliatory measures, sanctions, disruptions to trade or transportation routes, cyberattacks, or other governmental or market responses, has and could continue to lead to (i) significant disruption of global energy supplies and increases in global energy prices, (ii) heightened inflationary pressures on our input costs, such as resins and other petroleum-based materials, (iii) adverse effects upon global supply chains, energy markets, commodity prices, currency exchange rates, interest rates, financial markets and overall macroeconomic conditions, and (iv) adverse customer spending patterns in markets in which we operate. The conflict remains dynamic. The full impact of the conflict is highly uncertain and protraction or escalation of hostilities may cause the risks noted above to increase or may cause other negative impacts on our business, any of which could adversely affect our business, financial condition or results of operations. We are unable to predict the extent or nature of these impacts at this time.

The agreements and instruments governing our debt contain restrictions and limitations that could significantly affect our ability to operate our business, as well as significantly affect our liquidity.

On June 6, 2023, we entered into a Fourth Amended and Restated Credit Agreement (“Fourth A&R Credit Agreement”), with Wells Fargo Bank, National Association, and other financial institutions named therein. On December 5, 2023, we executed an amendment to the Fourth A&R Credit Agreement (as amended, the "Amended Fourth A&R Credit Agreement”) to facilitate the issuance of our Convertible Notes described below.

We have pledged substantially all of our assets as collateral for the Amended Fourth A&R Credit Agreement. Our breach of any covenant in the Amended Fourth A&R Credit Agreement could result in a default under that agreement and could trigger acceleration of the underlying obligations. Any default under the Amended Fourth A&R Credit Agreement could adversely affect our ability to service our debt and to fund our planned capital expenditures and ongoing operations. The administrative agent, joint lead arrangers, joint bookrunners and lenders under the Amended Fourth A&R Credit Agreement have available to them the remedies typically available to lenders and secured parties, including the ability to foreclose on the collateral we have pledged.

On December 8, 2023, we issued $747.5 million aggregate principal amount of 3.00% Convertible Senior Notes due 2029 (the “Convertible Notes”) pursuant to Rule 144A of the Securities Act of 1933, as amended. The Convertible Notes are unsecured and bear interest at 3.00% per year, payable semi-annually in arrears on February 1 and August 1 of each year, beginning on August 1, 2024. The Convertible Notes will mature on February 1, 2029, unless earlier repurchased, redeemed, accelerated or converted in accordance with their terms prior to such date. The Convertible Notes and the Indenture include payment obligations, affirmative covenants and negative covenants. A payment default or breach of certain covenants could result in a default under the Convertible Notes and related Indenture, which could trigger (or allow

the trustee and/or certain noteholders to trigger) acceleration of the underlying obligations, additional interest, fees and expenses. Any default under the Convertible Notes or the Indenture could create a substantial immediate need for liquidity, result in substantial litigation, and adversely affect our ability to fund our planned capital expenditures and ongoing operations. The Amended Fourth A&R Credit Agreement and the Indenture contain restrictive covenants that could adversely affect our ability to operate our business, our liquidity or our results of operations. These covenants restrict, among other things, our incurrence of indebtedness, creation of liens or pledges on our assets, mergers or similar combinations or liquidations, asset dispositions, repurchases or redemptions of equity interests or debt, issuances of equity and payment of dividends and certain distributions.

As currently amended, the Amended Fourth A&R Credit Agreement provides for potential borrowings under a revolving credit commitment of up to an aggregate amount of $700 million. Such increased borrowing limits may make it more difficult for us to comply with leverage ratios and other restrictive covenants in the Amended Fourth A&R Credit Agreement. We may also have less cash available for operations and investments in our business, as we will be required to use additional cash to satisfy the minimum payment obligations associated with the increased indebtedness.

ITEM 5. OTHER INFORMATION

(c) On August 24, 2026, Michel Voigt, Chief Human Resources Officer, modified a trading arrangement (the "Voigt Rule 10b5-1 Trading Plan") for the sale of Common Stock that is intended to satisfy the affirmative defense conditions of Exchange Act Rule 10b5-1(c). Pursuant to Exchange Act Rule 10b5-1(c)(1)(iv), the modification is considered a termination of the existing trading arrangement and the adoption of a new trading arrangement. The Voigt Rule 10b5-1 Trading Plan provides for the sale of up to 7,682 shares of Common Stock issued or issuable under the terms of certain performance share awards and restricted stock awards granted to Mr. Voigt by Merit. The Voigt Rule 10b5-1 Trading Plan will terminate on May 12, 2027, unless terminated earlier pursuant to the terms of the Voigt Rule 10b5-1 Trading Plan.

Other than with respect to the Voigt Rule 10b5-1 Trading Plan, none of our directors or officers informed us of the adoption or termination of a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as those terms are defined in Item 408 of Regulation S-K, during the three-month period ended September 30, 2026.

ITEM 6. EXHIBITS

		Incorporated by Reference		
Exhibit No.	**Description**	**Form**	**Exhibit**	**Filing Date**
3.1	Second Amended and Restated Articles of Incorporation.*	10-Q	3.1	August 9, 2018
3.2	Fifth Amended and Restated Bylaws of Merit Medical Systems, Inc.*	8-K	3.1	May 19, 2026
10.1	Form of Indemnification Agreement, dated July 17, 2026, between Merit Medical Systems, Inc. and each director.†	—	—	—
10.2	Form of Indemnification Agreement, dated July 17, 2026, between Merit Medical Systems, Inc. and each of the following individuals: Raul Parra, Brian G. Lloyd, Christian Adam Smith and Michel J. Voigt.†	—	—	—
10.3	Employment Agreement, effective as of August 31, 2026, between Merit Medical Systems, Inc. and Sheri L. Lewis.*†	8-K	10.1	August 20, 2026
10.4	Indemnification Agreement, dated August 31, 2026, between Merit Medical Systems, Inc. and Sheri L. Lewis.†	—	—	—
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	—	—	—
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	—	—	—
32.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	—	—	—
32.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	—	—	—
101	The following financial information from the quarterly report on Form 10-Q for the quarter ended September 30, 2026, formatted in Inline Extensible Business Reporting Language (iXBRL): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Income, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Stockholders' Equity, (v) Consolidated Statements of Cash Flows, and (vi) related Condensed Notes to the Unaudited Consolidated Financial Statements, tagged in detail.	—	—	—
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).	—	—	—

* These exhibits are incorporated herein by reference.
† Indicates management contract or compensatory plan or arrangement.

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.

MERIT MEDICAL SYSTEMS, INC.

Date: October 29, 2026

By: /s/ MARTHA G. ARONSON
Martha G. Aronson
Chief Executive Officer and President

Date: October 29, 2026

By: /s/ RAUL PARRA
Raul Parra
Chief Financial Officer and Treasurer

EXHIBIT 31.1

CERTIFICATION

I, Martha G. Aronson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q (the "Report") of Merit Medical Systems, Inc. (the "Registrant");

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

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

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

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

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with general 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 case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: October 29, 2026

/s/ Martha G. Aronson
Martha G. Aronson
President and Chief Executive Officer
(principal executive officer)

EXHIBIT 31.2

CERTIFICATION

I, Raul Parra, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q (the "Report") of Merit Medical Systems, Inc. (the "Registrant");

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

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

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal controls 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 general 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 case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

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

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

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

Date: October 29, 2026

/s/ Raul Parra
Raul Parra
Chief Financial Officer
(principal financial officer)

EXHIBIT 32.1

Certification of Principal Executive Officer
Pursuant to 18 U.S.C. Section 1350, as Adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Merit Medical Systems, Inc. (the "Company") for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Martha G. Aronson, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

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

Date: October 29, 2026

/s/ Martha G. Aronson
Martha G. Aronson
President and Chief Executive Officer
(principal executive officer)

This certification accompanies the foregoing Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 32.2

Certification of Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350, as Adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report on Form 10-Q of Merit Medical Systems, Inc. (the "Company") for the quarter ended September 30, 2026, as filed with the Securities and Exchange Commission (the "Report"), I, Raul Parra, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15 (d) of the Securities Exchange Act of 1934; and

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

Date: October 29, 2026

/s/ Raul Parra
Raul Parra
Chief Financial Officer
(principal financial officer)

This certification accompanies the foregoing Report pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. A signed original of this certification has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

DIRECTOR INDEMNIFICATION AGREEMENT

THIS DIRECTOR INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of July 17, 2026 between Merit Medical Systems, Inc., a Utah (the "**Company**"), and [*name*] ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws of the Company, as amended and restated to date (the "**Bylaws**"), and the Articles of Incorporation of the Company, as amended and restated to date (the "**Articles of Incorporation**"), provide for indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Utah Revised Business Corporation Act (the "**Utah Act**"). Under the Bylaws, Articles of Incorporation and the Utah Act, the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Articles of Incorporation, and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Articles of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, including continuing to serve, and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve, including to continue to serve, as an officer, director or other capacity from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful; provided, however, if applicable law so provides, no indemnification against such Expenses, judgments, penalties, fines and amounts paid in settlement shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged liable on the basis that the director derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(a), Indemnitee may apply for indemnification to the court conducting the Proceeding or to another Utah Court (as defined in Section 21), and such court may may order such indemnification as is permitted under Section 16-10a-905 of the Utah Act.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company or shall have been adjudged liable on the basis that the director derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(b), Indemnitee may apply for indemnification to the court

conducting the Proceeding or to another Utah Court (as defined in Section 21), and such court may may order such indemnification as is permitted under Section 16-10a-905 of the Utah Act.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding or any issue or matter in that Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(e) Actions Where Indemnitee Is Deceased. If Indemnitee is otherwise entitled to indemnification and advancement of Expenses, as applicable, under this Agreement and prior to, during the pendency of, or after completion of, the Proceeding, Indemnitee shall die, then the Company shall defend, indemnify and hold harmless the estate, heirs and legatees of Indemnitee against any and all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her or his or her estate, heirs or legatees, or on his, her or their her behalf, in connection with such Proceeding or any claim, issue or matter therein on the same basis as provided for Indemnitee in Section 1 hereof.

(f) Defense Counsel. If the Company has determined pursuant to Section 6(b) to provide indemnification for and advancement of Expenses with respect to any Proceeding under this Agreement, the Company shall be entitled to assume the defense of such Proceeding with counsel selected by the Company upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such notice and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently retained by or on behalf of Indemnitee with respect to the same Proceeding; provided that: (i) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Board, (B) counsel retained by the Company shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company fails to retain or continue to retain such counsel to defend such Proceeding, then the fees and expenses of Indemnitee's separate counsel shall be Expenses for which Indemnitee may receive indemnification or advancement of Expenses hereunder. Without Indemnitee's prior written consent, not to be unreasonably withheld, the Company shall not settle as to Indemnitee any

Proceeding with respect to which it has assumed the defense in any manner that would impose any Expenses, judgments, penalties, fines or amounts paid in settlement on the Indemnitee, as distinguished from the Company, a provider of directors' and officers' liability insurance ("**D&O Insurance**") or other third party.

2. Catch-All Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company) to the maximum extent permitted by applicable law. The only limitation that shall exist upon the Company's obligations pursuant to this Section 2 shall be that the Company shall not be obligated to make any payment or reimburse any amount to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which c The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses in advance of final disposition of the Proceeding incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status if (a) the Indemnitee furnishes the Company a written affirmation of his or her good faith belief that he or has met the applicable standard of conduct described in Section 1(a) or 1(b), as applicable; (b) the Indemnitee furnishes to the Company a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and (c) a determination is made pursuant to Section 6 that the facts then known to those making the determination would not preclude indemnification under this part. The undertaking required by Subsection (5)(b) shall be an unlimited general obligation of the Indemnitee but need not be secured and will be accepted without reference to financial ability to make repayment. A sample Written Affirmation and Undertaking to Repayment Advancement of Expenses is attached hereto as Exhibit A and available from the Company in an electronic format. From and after the date the Company makes the determination required under Section 5(c), the Company shall advance Expenses within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification and Advancement of Expenses. It is the intent of this Agreement to secure for Indemnitee rights of indemnity and advancement of Expenses that are as favorable as may be permitted under the Utah Act and public policy of the State of Utah. Accordingly, the parties agree that the following

procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to advancement of Expenses or indemnification under this Agreement:

(a) To obtain indemnification, including advancement of Expenses, under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification or advancement of Expenses. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification or advancement of Expenses. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Upon written request by Indemnitee for indemnification or advancement of Expenses pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board: (i) by the Board by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the Proceeding shall be counted in satisfying the quorum; (ii) if a quorum cannot be obtained as contemplated in Section 6(b)(i), by a majority vote of a committee of the Board designated by the Board of directors, which committee shall consist solely of two or more directors not parties to the Proceeding, except that directors who are parties to the proceeding may participate in the designation of directors for the committee; (iii) by Independent Counsel selected by the Board or its committee in the manner prescribed in Section 6(b)(i) or Section 6(b)(ii), provided that if a quorum of the Board cannot be obtained under Subsection 6(b)(i) and a committee cannot be designated under Subsection 6(b)(ii), selected by a majority vote of the full Board, in which selection directors who are parties to the Proceeding may participate; or (iv) by the shareholders, by a majority of the votes entitled to be cast by holders of shares present in person or by proxy at a meeting.

(c) If the determination of entitlement to indemnification or advancement of Expenses is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification or advancement of Expenses pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a Utah Court for resolution of any objection which shall

have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the Utah Court or by such other person as the Utah Court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incurred by the Company and the Indemnitee incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification or advancement of Expenses hereunder, the person or persons or entity making such determination shall presume based upon the affirmation of the Indemnitee, absent clear and convincing evidence to the contrary, that Indemnitee meets the applicable standard of conduct and is entitled to indemnification and advancement of Expenses under this Agreement. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification or advancement of Expenses is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Legal Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(e) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification or advancement of Expenses under this Agreement.

(f) If the person, persons or entity empowered or selected under Section 7 to determine whether Indemnitee is entitled to indemnification or advancement of Expenses shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification or advancement of Expenses absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time by the Company, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further,

that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification or to advancement of Expenses under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification or advancement of Expenses is made pursuant to Section 6(b) of this Agreement within the time frame set forth in Section 6(f) following receipt by the Company of the request for indemnification, (iv) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(c), 1(d), 4 or the last sentence of Section 6(g) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(a) and 1(b) of this Agreement within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification or advancement of Expenses or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Utah of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such

proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification or advancement of Expenses, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification or advancement of Expenses, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery, unless the court of competent jurisdiction finds that each of the material claims and/or defenses of Indemnitee in any such judicial adjudication were frivolous or made in bad faith.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder.

(f) The Company shall indemnify Indemnitee against any and all Expenses which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(g) Notwithstanding anything in this Agreement to the contrary, no final determination as to entitlement to indemnification under this Agreement (as distinguished from advancement of Expenses) shall be required to be made prior to the final disposition of the Proceeding.

(h) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification or advancement of Expenses, (i) the Company shall have no further obligation under Section 1(a) or Section 1(b) to make any payments to Indemnitee not made prior to such determination; and (ii) the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid to or for the benefit of Indemnitee to which Indemnitee is not entitled hereunder under applicable law; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a Utah Court to secure a determination that Indemnitee is entitled to be indemnified or be advanced Expenses under this Agreement or applicable law, Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Articles of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Utah Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles of Incorporation, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby covenants and agrees with Indemnitee that, except as provided below, the Company shall obtain and maintain in full force and effect directors' and officers' liability insurance ("**D&O Insurance**"), in reasonable amounts as the Board shall determine from established and reputable insurers with an AM Best rating of A.VI or better. In all policies of D&O Insurance, Indemnitee shall be named as an insured. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Board determines in good faith that the premium costs for such insurance are disproportionate to the amount of coverage provided after giving effect to exclusions; provided that Indemnitee is given written notice of any such determination within thirty (30) days of the date that it is made (but in no event shall such notice be given less than ten (10) days prior to the termination of any existing

D&O Insurance); provided, further, that the Company will be required to obtain and maintain "tail" insurance policies covering Indemnitee for any act or omission taken prior to the termination of the D&O Insurance. For the avoidance of doubt, the Company shall still be obligated to provide indemnification for and/or make any advancement of Expenses with respect to any Proceeding pursuant to the terms of this Agreement, regardless of whether the Company maintains D&O Insurance covering Indemnitee.

(c) Indemnitee shall be covered by the D&O Insurance policies that the Company is required to maintain hereunder in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by

Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act;

(c) except as provided in Section 7(d) or 7(f) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or

(d) for any amounts paid in settlement of a Proceeding covered hereby without the prior written consent of the Company to such settlement, which consent will not be unreasonably withheld, provided that the Company's consent is not required if the Company has asserted that it is not obligated to indemnify or advance Expenses to Indemnitee.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Mutual Acknowledgement. Both the Company and Indemnitee acknowledge that in certain instances, Federal law or public policy may override applicable state law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. For example, the Company and Indemnitee acknowledge that the Securities and Exchange Commission (the "SEC") has taken the position that indemnification is not permissible for liabilities arising under certain federal securities laws, and federal legislation prohibits indemnification for certain ERISA violations. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is, was or is alleged to be or have been a director, officer, employee, agent or fiduciary of the Company, its direct or indirect subsidiaries or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "**Enterprise**" shall mean the Company, its direct or indirect subsidiaries and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(c) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Articles of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(d) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither at present is, nor in the past five (5) years

has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(e) "**Proceeding**" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, audit, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. Such notice shall be directed to the Chief Executive Officer of the Company and the Chief Legal Officer of the Company, and shall be given in accordance with the provisions of Section 17 below. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

Merit Medical Systems, Inc.
Attention: Chief Legal Officer
1600 West Merit Parkway
South Jordan, Utah 84095
Email: brian.lloyd@merit.com

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Evidence of Coverage. Upon request by Indemnitee, the Company shall provide evidence of the liability insurance coverage required by this Agreement. The Company shall promptly notify Indemnitee of any material adverse change in the Company's D&O Insurance coverage.

21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Utah State Courts located in Salt Lake County (a "**Utah Court**") (which may include the Chancery Court of the State of Utah), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Utah Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Utah Court, and (iv) waive, and agree not

to plead or to make, any claim that any such action or proceeding brought in the Utah Court has been brought in an improper or inconvenient forum.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Director Indemnification Agreement on and as of the day and year first above written.

COMPANY

By:_____
Name:_____
Title:_____

INDEMNITEE

_____
Name:_____

Address: _____
_____
_____
_____

EXHIBIT A

[see attached]

WRITTEN AFFIRMATION

AND

UNDERTAKING TO REPAY ADVANCEMENT OF EXPENSES

[DATE]

Merit Medical Systems Inc.
1600 West Merit Parkway
South Jordan, Utah 84095
Attn: Chief Executive Officer and Chief Legal Officer

Re: Written Affirmation and Undertaking to Repay Advancement of Expenses.

[Ladies and Gentlemen/Dear]:

This written affirmation and undertaking is being provided pursuant to that certain [Director/Officer] Indemnification Agreement, dated [DATE], by and between Merit Medical Systems, Inc., a Utah corporation (the "**Company**"), and the undersigned as Indemnitee (the "**Indemnification Agreement**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indemnification Agreement. Pursuant to the Indemnification Agreement, among other things, I am entitled to the advancement of Expenses paid or incurred in connection with certain Proceedings.

Notice. I have become subject to [DESCRIPTION OF PROCEEDING] (the "**Proceeding**") based on my Corporate Status. This written affirmation and undertaking also constitutes notice to the Company of the Proceeding pursuant to Section 16 of the Indemnification Agreement. The following is a brief description of the Proceeding: _____.

Written Affirmation. As a result of my Corporate Status, I have been made a party to, or am threatened to be made a party to, the above-described Proceeding. In connection with the subject matter of such Proceeding to the extent known to me, I believe that I met the applicable standard of conduct required for indemnification, namely that:

I acted in good faith;

I reasonably believed that my conduct was in, or at least not opposed to, the best interests of the Corporation; and

In the case of any criminal proceeding, I had no reasonable cause to believe my conduct was unlawful.

Accordingly, I believe I am entitled to indemnification and advancement of Expenses under the Indemnification Agreement, the Company's documents and applicable law.

Undertaking. Pursuant to the Indemnification Agreement, I hereby request that the Company provide indemnification and advancement of Expenses, including by way of direct payment, advance, reimbursement or otherwise, all Expenses with respect to the Proceeding and any related Proceedings. In connection with the request for advancement of Expenses by the Company in connection with any such Proceeding, I hereby undertake to repay such amounts, whether advanced by way of direct payment, advance, reimbursement or otherwise, to the extent that it is ultimately determined that I am not entitled to indemnification under the Indemnification Agreement, the Articles of Incorporation, the Bylaws, the Utah Act or otherwise. This undertaking shall be unsecured, an no interest shall accrue on amounts advanced.

This undertaking shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws thereof.

Very truly yours,

_____

Name:

[Title:]

OFFICER INDEMNIFICATION AGREEMENT

THIS OFFICER INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of July 17, 2026 between Merit Medical Systems, Inc., a Utah corporation (the "**Company**"), and [*name*] ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws of the Company, as amended and restated to date (the "**Bylaws**"), and the Articles of Incorporation of the Company, as amended and restated to date (the "**Articles of Incorporation**"), provide for indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Utah Revised Business Corporation Act (the "**Utah Act**"). Under the Bylaws, Articles of Incorporation and the Utah Act, the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Articles of Incorporation, and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Articles of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, including continuing to serve, and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve, including to continue to serve, as an officer or in another covered capacity from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful; provided, however, if such indemnification would be inconsistent with public policy, no indemnification against such Expenses, judgments, penalties, fines and amounts paid in settlement shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged liable on the basis that Indemnitee derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(a), Indemnitee may apply for indemnification to the court conducting the Proceeding or to another Utah Court (as defined in Section 21), and such court may order such indemnification as is permitted under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if such indemnification would be inconsistent with public policy, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged liable on the basis that Indemnitee derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(b), Indemnitee may apply for indemnification to the court conducting the Proceeding or

to another Utah Court (as defined in Section 21), and such court may order such indemnification as is permitted under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding or any issue or matter in that Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(e) Actions Where Indemnitee Is Deceased. If Indemnitee is otherwise entitled to indemnification and advancement of Expenses, as applicable, under this Agreement and prior to, during the pendency of, or after completion of, the Proceeding, Indemnitee shall die, then the Company shall defend, indemnify and hold harmless the estate, heirs and legatees of Indemnitee against any and all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her or his or her estate, heirs or legatees, or on his, her or their behalf, in connection with such Proceeding or any claim, issue or matter therein on the same basis as provided for Indemnitee in Section 1 hereof.

(f) Defense Counsel. If the Company has provided written notice to Indemnitee that it will provide indemnification for and advancement of Expenses with respect to any Proceeding under this Agreement, the Company shall be entitled to assume the defense of such Proceeding with counsel selected by the Company upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such written notice and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently retained by or on behalf of Indemnitee with respect to the same Proceeding; provided that: (i) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Board, (B) counsel retained by the Company shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company fails to retain or continue to retain such counsel to defend such Proceeding, or the Company purports to withdraw written notice of its intent to provide indemnification for and advancement of Expenses with respect to a Proceeding, then the fees and expenses of Indemnitee's separate counsel shall be Expenses for which Indemnitee may receive

indemnification or advancement of Expenses hereunder. Without Indemnitee's prior written consent, not to be unreasonably withheld, the Company shall not settle as to Indemnitee any Proceeding with respect to which it has assumed the defense in any manner that would impose any Expenses, judgments, penalties, fines or amounts paid in settlement on the Indemnitee, as distinguished from the Company, a provider of directors' and officers' liability insurance ("**D&O Insurance**") or other third party.

2. Catch-All Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses (including advancement of Expenses), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company) except to the extent such indemnification would be inconsistent with public policy. The only limitation that shall exist upon the Company's obligations pursuant to this Section 2 shall be that the Company shall not be obligated to make any payment or reimburse any amount to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees

of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses in advance of final disposition of the Proceeding incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status if (a) the Indemnitee furnishes the Company a written affirmation of his or her good faith belief that he or she is entitled to indemnification under this Agreement; and (b) the Indemnitee furnishes to the Company a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she is not entitled to indemnification in connection with such Proceeding. The undertaking required by Section 5(b) shall be an unlimited general obligation of the Indemnitee but need not be secured and will be accepted without reference to financial ability to make repayment. A sample Written Affirmation and Undertaking to Repay Advancement of Expenses is attached hereto as Exhibit A and available from the Company in an electronic format. From and after the date the Company receives the written affirmation and undertaking required under Sections 5(a) and 5(b), the Company shall advance Expenses within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting advances from time to time, prior to final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9. These advancement rights are contractual

rights provided pursuant to Section 16-10a-907(3) of the Utah Act for an officer who is not a director of the Company, subject to applicable law, public policy and any controlling limitation in the Articles of Incorporation.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification and Advancement of Expenses. It is the intent of this Agreement to secure for Indemnitee rights of indemnity and advancement of Expenses that are as favorable as may be permitted under the Utah Act and public policy of the State of Utah. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to advancement of Expenses or indemnification under this Agreement:

(a) To obtain indemnification, including advancement of Expenses, under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification or advancement of Expenses. The Secretary of the Company shall, promptly upon receipt of such a written request for indemnification, advise the Board in writing that Indemnitee has requested indemnification or advancement of Expenses. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Indemnitee shall be presumed to have acted in good faith, to the extent permitted by applicable law and public policy, if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification or advancement of Expenses under this Agreement.

(c) Indemnitee shall be entitled to such indemnification or advancement of Expenses absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification or advancement under applicable law or public policy. Any entitlement remains subject to the applicable terms and exclusions of this Agreement, including Sections 5 and 9; no presumption requires a payment prohibited by applicable law or public policy.

(d) Indemnitee shall cooperate with the Company in connection with any such indemnification, including providing to the Company upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and

which is reasonably available to Indemnitee and reasonably necessary for the Company to process Indemnitee's request for indemnification or advancement of Expenses (including the Company's verification that such Expenses were actually and reasonably incurred by Indemnitee, or on his or her behalf, in connection with the respective Proceeding). Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Company shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(e) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) the Company does not indemnify the Indemnitee or advance Expenses as required under this Agreement, (ii) the Company does not advance Expenses in a timely manner pursuant to Section 5 of this Agreement, (iii) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(c), 1(d), 4 or the last sentence of Section 6(d) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (iv) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(a), 1(b) or 2 of this Agreement within thirty (30) days after Indemnitee has submitted a written request and supporting materials under Section 6(a), Indemnitee shall be entitled to an adjudication in a Utah Court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made by the Company (including a determination that is implied by the Company's failure to advance Expenses or pay indemnification as required by Section 7(a)), that Indemnitee is not entitled to indemnification or advancement of Expenses, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination.

(c) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery, unless the

court of competent jurisdiction finds that each of the material claims and/or defenses of Indemnitee in any such judicial adjudication were frivolous or made in bad faith.

(d) To the fullest extent permitted by applicable law and public policy, the Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder.

(e) Without limiting the Company's obligations under Section 7(c), the Company shall indemnify Indemnitee against any and all Expenses which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no final determination as to entitlement to indemnification under this Agreement (as distinguished from advancement of Expenses) shall be required to be made prior to the final disposition of the Proceeding.

(g) In the event that the Company makes a determination that Indemnitee is not entitled to indemnification or advancement of Expenses, and provides written notice of such determination to the Indemnitee within ninety (90) days of the Indemnitee's written request for Indemnification or advancement of Expenses pursuant to Section 6(a), (i) the Company shall have no further obligation under Section 1(a) or Section 1(b) to make any payments to Indemnitee not made prior to such determination; and (ii) the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid to or for the benefit of Indemnitee to which Indemnitee is not entitled hereunder under applicable law; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a Utah Court to secure a determination that Indemnitee is entitled to be indemnified or be advanced Expenses under this Agreement or applicable law, Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any

time be entitled under applicable law, the Articles of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Utah Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles of Incorporation, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby covenants and agrees with Indemnitee that, except as provided below, the Company shall obtain and maintain in full force and effect directors' and officers' liability insurance ("**D&O Insurance**"), in reasonable amounts as the Board shall determine from established and reputable insurers with an AM Best rating of A.VI or better. In all policies of D&O Insurance, Indemnitee shall be named as an insured. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Board determines in good faith that the premium costs for such insurance are disproportionate to the amount of coverage provided after giving effect to exclusions; provided that Indemnitee is given written notice of any such determination within thirty (30) days of the date that it is made (but in no event shall such notice be given less than ten (10) days prior to the termination of any existing D&O Insurance); provided, further, that the Company will be required to obtain and maintain "tail" insurance policies covering Indemnitee for any act or omission taken prior to the termination of the D&O Insurance. For the avoidance of doubt, the Company shall still be obligated to provide indemnification for and/or make any advancement of Expenses with respect to any Proceeding pursuant to the terms of this Agreement, regardless of whether the Company maintains D&O Insurance covering Indemnitee.

(c) Indemnitee shall be covered by the D&O Insurance policies that the Company is required to maintain hereunder in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to provide indemnification or advancement of Expenses in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act;

(c) except as provided in Section 7(c) or 7(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or for any amounts paid in settlement of a Proceeding covered hereby without the prior written consent of the Company to such settlement, which consent will not be unreasonably withheld, provided that the Company's consent is not required if the Company has asserted that it is not obligated to indemnify or advance Expenses to Indemnitee.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so

long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Mutual Acknowledgement. Both the Company and Indemnitee acknowledge that in certain instances, Federal law or public policy may override applicable state law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. For example, the Company and Indemnitee acknowledge that the Securities and Exchange Commission (the "SEC") has taken the position that indemnification is not permissible for liabilities arising under certain federal securities laws, and federal legislation prohibits indemnification for certain ERISA violations. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is, was or is alleged to be or have been a director (other than of the Company), officer, employee, agent or fiduciary of the Company, its direct or indirect subsidiaries or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "**Enterprise**" shall mean the Company, its direct or indirect subsidiaries and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(c) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties to the extent indemnifiable under applicable law and public policy, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent; (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(c) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Articles of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(d) "**Proceeding**" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, audit, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. Such notice shall be directed to the Chief Executive Officer of the Company and the Chief Legal Officer of the Company, and shall be given in accordance with the provisions of Section 17 below. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and, if sent outside those hours, on the next business day, in each case only if receipt is confirmed, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee's signature hereto.

(b) To the Company at:

Merit Medical Systems, Inc.
Attention: Chief Legal Officer
1600 West Merit Parkway
South Jordan, Utah 84095
e-mail: brian.lloyd@merit.com

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Evidence of Coverage. Upon request by Indemnitee, the Company shall provide evidence of the liability insurance coverage required by this Agreement. The Company shall promptly notify Indemnitee of any material adverse change in the Company's D&O Insurance coverage.

21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Utah State Courts located in Salt Lake County (a "**Utah Court")** (which may include the Business and Chancery Court of the State of Utah if it has subject matter jurisdiction), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Utah Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Utah Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Utah Court has been brought in an improper or inconvenient forum. Notwithstanding the foregoing, nothing in this Section 21 limits Indemnitee's right under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act to apply to the court conducting the underlying Proceeding for court-ordered indemnification, or requires a claim within exclusive federal jurisdiction to be brought in a state court.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Officer Indemnification Agreement on and as of the day and year first above written.

COMPANY

_____

Martha G. Aronson
President & Chief Executive Officer

INDEMNITEE

_____

Name:_____

Address: _____
_____
_____
_____

EXHIBIT A

[See attached]

WRITTEN AFFIRMATION

AND

UNDERTAKING TO REPAY ADVANCEMENT OF EXPENSES

[DATE]

Merit Medical Systems, Inc.
1600 West Merit Parkway
South Jordan, Utah 84095
Attn: Chief Executive Officer and Chief Legal Officer

Re: Written Affirmation and Undertaking to Repay Advancement of Expenses.

[Ladies and Gentlemen/Dear]:

This written affirmation and undertaking is being provided pursuant to that certain Officer Indemnification Agreement, dated [DATE], by and between Merit Medical Systems, Inc., a Utah corporation (the "**Company**"), and the undersigned as Indemnitee (the "**Indemnification Agreement**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indemnification Agreement. Pursuant to the Indemnification Agreement, among other things, I am entitled to the advancement of Expenses paid or incurred in connection with certain Proceedings.

Notice. I have become subject to [DESCRIPTION OF PROCEEDING] (the "**Proceeding**") based on my Corporate Status. This written affirmation and undertaking also constitutes notice to the Company of the Proceeding pursuant to Section 16 of the Indemnification Agreement. The following is a brief description of the Proceeding: _____.

Written Affirmation. As a result of my Corporate Status, I have been made a party to, am threatened to be made a party to, or am otherwise involved in the above-described Proceeding. In connection with the subject matter of such Proceeding to the extent known to me, I affirm my good faith belief that I am entitled to indemnification under the Indemnification Agreement. To the extent applicable to my request under Section 1(a) or 1(b), I believe that:

I acted in good faith;

I reasonably believed that my conduct was in, or at least not opposed to, the best interests of the Company; and

In the case of any criminal proceeding, I had no reasonable cause to believe my conduct was unlawful.

I also believe that I am entitled to indemnification under Section 2 of the Indemnification Agreement. Accordingly, I believe I am entitled to indemnification and advancement of Expenses under the Indemnification Agreement, the Company's documents and applicable law.

Undertaking. Pursuant to the Indemnification Agreement, I hereby request that the Company provide indemnification and advancement of Expenses, including by way of direct payment, advance, reimbursement or otherwise, for all Expenses with respect to the Proceeding and any related Proceedings. In connection with the request for advancement of Expenses by the Company in connection with any such Proceeding, I hereby undertake to repay such amounts, whether advanced by way of direct payment, advance, reimbursement or otherwise, to the extent that it is ultimately determined that I am not entitled to indemnification under the Indemnification Agreement, the Articles of Incorporation, the Bylaws, the Utah Act or otherwise. This undertaking shall be unsecured, and no interest shall accrue on amounts advanced.

This undertaking shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws thereof.

Very truly yours,

_____

Name:

[Title:]

OFFICER INDEMNIFICATION AGREEMENT

THIS OFFICER INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of August 31, 2026 between Merit Medical Systems, Inc., a Utah corporation (the "**Company**"), and Sheri L. Lewis ("**Indemnitee**").

WITNESSETH THAT:

WHEREAS, highly competent persons have become more reluctant to serve corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws of the Company, as amended and restated to date (the "**Bylaws**"), and the Articles of Incorporation of the Company, as amended and restated to date (the "**Articles of Incorporation**"), provide for indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the Utah Revised Business Corporation Act (the "**Utah Act**"). Under the Bylaws, Articles of Incorporation and the Utah Act, the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Articles of Incorporation, and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Articles of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, including continuing to serve, and to take on additional service for or on behalf of the Company on the condition that he or she be so indemnified; and

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve, including to continue to serve, as an officer or in another covered capacity from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his or her Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful; provided, however, if such indemnification would be inconsistent with public policy, no indemnification against such Expenses, judgments, penalties, fines and amounts paid in settlement shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged liable on the basis that Indemnitee derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(a), Indemnitee may apply for indemnification to the court conducting the Proceeding or to another Utah Court (as defined in Section 21), and such court may order such indemnification as is permitted under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act.

(b) Proceedings by or in the Right of the Company. Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his or her Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if such indemnification would be inconsistent with public policy, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged liable on the basis that Indemnitee derived an improper personal benefit. Notwithstanding any limitations set forth in this Section 1(b), Indemnitee may apply for indemnification to the court conducting the Proceeding or

to another Utah Court (as defined in Section 21), and such court may order such indemnification as is permitted under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a party to (or participant in) and is successful, on the merits or otherwise, in any Proceeding or any issue or matter in that Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one (1) or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

(d) Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

(e) Actions Where Indemnitee Is Deceased. If Indemnitee is otherwise entitled to indemnification and advancement of Expenses, as applicable, under this Agreement and prior to, during the pendency of, or after completion of, the Proceeding, Indemnitee shall die, then the Company shall defend, indemnify and hold harmless the estate, heirs and legatees of Indemnitee against any and all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her or his or her estate, heirs or legatees, or on his, her or their behalf, in connection with such Proceeding or any claim, issue or matter therein on the same basis as provided for Indemnitee in Section 1 hereof.

(f) Defense Counsel. If the Company has provided written notice to Indemnitee that it will provide indemnification for and advancement of Expenses with respect to any Proceeding under this Agreement, the Company shall be entitled to assume the defense of such Proceeding with counsel selected by the Company upon the delivery to Indemnitee of written notice of the Company's election to do so. After delivery of such written notice and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any fees or expenses of separate counsel subsequently retained by or on behalf of Indemnitee with respect to the same Proceeding; provided that: (i) Indemnitee shall have the right to employ Indemnitee's separate counsel in any such Proceeding at Indemnitee's expense; and (ii) if (A) the employment of separate counsel by Indemnitee has been previously authorized by the Board, (B) counsel retained by the Company shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense, or (C) the Company fails to retain or continue to retain such counsel to defend such Proceeding, or the Company purports to withdraw written notice of its intent to provide indemnification for and advancement of Expenses with respect to a Proceeding, then the fees and expenses of Indemnitee's separate counsel shall be Expenses for which Indemnitee may receive

indemnification or advancement of Expenses hereunder. Without Indemnitee's prior written consent, not to be unreasonably withheld, the Company shall not settle as to Indemnitee any Proceeding with respect to which it has assumed the defense in any manner that would impose any Expenses, judgments, penalties, fines or amounts paid in settlement on the Indemnitee, as distinguished from the Company, a provider of directors' and officers' liability insurance ("**D&O Insurance**") or other third party.

2. Catch-All Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses (including advancement of Expenses), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, if, by reason of his or her Corporate Status, he or she is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company) except to the extent such indemnification would be inconsistent with public policy. The only limitation that shall exist upon the Company's obligations pursuant to this Section 2 shall be that the Company shall not be obligated to make any payment or reimburse any amount to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), to the fullest extent permitted by applicable law, the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees

of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) To the fullest extent permitted by applicable law, the Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he or she shall be indemnified against all Expenses actually and reasonably incurred by him or her, or on his or her behalf, in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses in advance of final disposition of the Proceeding incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status if (a) the Indemnitee furnishes the Company a written affirmation of his or her good faith belief that he or she is entitled to indemnification under this Agreement; and (b) the Indemnitee furnishes to the Company a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she is not entitled to indemnification in connection with such Proceeding. The undertaking required by Section 5(b) shall be an unlimited general obligation of the Indemnitee but need not be secured and will be accepted without reference to financial ability to make repayment. A sample Written Affirmation and Undertaking to Repay Advancement of Expenses is attached hereto as Exhibit A and available from the Company in an electronic format. From and after the date the Company receives the written affirmation and undertaking required under Sections 5(a) and 5(b), the Company shall advance Expenses within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting advances from time to time, prior to final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free. This Section 5 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9. These advancement rights are contractual

rights provided pursuant to Section 16-10a-907(3) of the Utah Act for an officer who is not a director of the Company, subject to applicable law, public policy and any controlling limitation in the Articles of Incorporation.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification and Advancement of Expenses. It is the intent of this Agreement to secure for Indemnitee rights of indemnity and advancement of Expenses that are as favorable as may be permitted under the Utah Act and public policy of the State of Utah. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to advancement of Expenses or indemnification under this Agreement:

(a) To obtain indemnification, including advancement of Expenses, under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification or advancement of Expenses. The Secretary of the Company shall, promptly upon receipt of such a written request for indemnification, advise the Board in writing that Indemnitee has requested indemnification or advancement of Expenses. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company. The Company will be entitled to participate in the Proceeding at its own Expense.

(b) Indemnitee shall be presumed to have acted in good faith, to the extent permitted by applicable law and public policy, if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. The provisions of this Section 6(b) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification or advancement of Expenses under this Agreement.

(c) Indemnitee shall be entitled to such indemnification or advancement of Expenses absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification or advancement under applicable law or public policy. Any entitlement remains subject to the applicable terms and exclusions of this Agreement, including Sections 5 and 9; no presumption requires a payment prohibited by applicable law or public policy.

(d) Indemnitee shall cooperate with the Company in connection with any such indemnification, including providing to the Company upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and

which is reasonably available to Indemnitee and reasonably necessary for the Company to process Indemnitee's request for indemnification or advancement of Expenses (including the Company's verification that such Expenses were actually and reasonably incurred by Indemnitee, or on his or her behalf, in connection with the respective Proceeding). Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the Company shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(e) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) the Company does not indemnify the Indemnitee or advance Expenses as required under this Agreement, (ii) the Company does not advance Expenses in a timely manner pursuant to Section 5 of this Agreement, (iii) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(c), 1(d), 4 or the last sentence of Section 6(d) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (iv) payment of indemnification or advancement of Expenses is not made pursuant to Sections 1(a), 1(b) or 2 of this Agreement within thirty (30) days after Indemnitee has submitted a written request and supporting materials under Section 6(a), Indemnitee shall be entitled to an adjudication in a Utah Court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made by the Company (including a determination that is implied by the Company's failure to advance Expenses or pay indemnification as required by Section 7(a)), that Indemnitee is not entitled to indemnification or advancement of Expenses, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination.

(c) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his or her rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his or her behalf any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him or her in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery, unless the

court of competent jurisdiction finds that each of the material claims and/or defenses of Indemnitee in any such judicial adjudication were frivolous or made in bad faith.

(d) To the fullest extent permitted by applicable law and public policy, the Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder.

(e) Without limiting the Company's obligations under Section 7(c), the Company shall indemnify Indemnitee against any and all Expenses which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(f) Notwithstanding anything in this Agreement to the contrary, no final determination as to entitlement to indemnification under this Agreement (as distinguished from advancement of Expenses) shall be required to be made prior to the final disposition of the Proceeding.

(g) In the event that the Company makes a determination that Indemnitee is not entitled to indemnification or advancement of Expenses, and provides written notice of such determination to the Indemnitee within ninety (90) days of the Indemnitee's written request for Indemnification or advancement of Expenses pursuant to Section 6(a), (i) the Company shall have no further obligation under Section 1(a) or Section 1(b) to make any payments to Indemnitee not made prior to such determination; and (ii) the Company shall be entitled to be reimbursed by Indemnitee (who hereby agrees to reimburse the Company) for all Expenses theretofore paid to or for the benefit of Indemnitee to which Indemnitee is not entitled hereunder under applicable law; provided, however, that if Indemnitee has commenced or thereafter commences legal proceedings in a Utah Court to secure a determination that Indemnitee is entitled to be indemnified or be advanced Expenses under this Agreement or applicable law, Indemnitee shall not be required to reimburse the Company for any Expenses theretofore paid in indemnifying Indemnitee until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed).

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any

time be entitled under applicable law, the Articles of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the Utah Act, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Articles of Incorporation, Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby covenants and agrees with Indemnitee that, except as provided below, the Company shall obtain and maintain in full force and effect directors' and officers' liability insurance ("**D&O Insurance**"), in reasonable amounts as the Board shall determine from established and reputable insurers with an AM Best rating of A.VI or better. In all policies of D&O Insurance, Indemnitee shall be named as an insured. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain D&O Insurance if the Board determines in good faith that the premium costs for such insurance are disproportionate to the amount of coverage provided after giving effect to exclusions; provided that Indemnitee is given written notice of any such determination within thirty (30) days of the date that it is made (but in no event shall such notice be given less than ten (10) days prior to the termination of any existing D&O Insurance); provided, further, that the Company will be required to obtain and maintain "tail" insurance policies covering Indemnitee for any act or omission taken prior to the termination of the D&O Insurance. For the avoidance of doubt, the Company shall still be obligated to provide indemnification for and/or make any advancement of Expenses with respect to any Proceeding pursuant to the terms of this Agreement, regardless of whether the Company maintains D&O Insurance covering Indemnitee.

(c) Indemnitee shall be covered by the D&O Insurance policies that the Company is required to maintain hereunder in such a manner as to provide Indemnitee the same rights and benefits as are provided to the most favorably insured of the Company's directors, if Indemnitee is a director; or of the Company's officers, if Indemnitee is not a director of the Company but is an officer; or of the Company's key employees, agents or fiduciaries, if Indemnitee is not an officer or director but is a key employee, agent or fiduciary.

(d) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to provide indemnification or advancement of Expenses in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act;

(c) except as provided in Section 7(c) or 7(e) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding) or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law; or for any amounts paid in settlement of a Proceeding covered hereby without the prior written consent of the Company to such settlement, which consent will not be unreasonably withheld, provided that the Company's consent is not required if the Company has asserted that it is not obligated to indemnify or advance Expenses to Indemnitee.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so

long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his or her Corporate Status, whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

12. Mutual Acknowledgement. Both the Company and Indemnitee acknowledge that in certain instances, Federal law or public policy may override applicable state law and prohibit the Company from indemnifying its directors and officers under this Agreement or otherwise. For example, the Company and Indemnitee acknowledge that the Securities and Exchange Commission (the "SEC") has taken the position that indemnification is not permissible for liabilities arising under certain federal securities laws, and federal legislation prohibits indemnification for certain ERISA violations. Indemnitee understands and acknowledges that the Company has undertaken or may be required in the future to undertake with the SEC to submit the question of indemnification to a court in certain circumstances for a determination of the Company's right under public policy to indemnify Indemnitee.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is, was or is alleged to be or have been a director (other than of the Company), officer, employee, agent or fiduciary of the Company, its direct or indirect subsidiaries or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the request of the Company.

(b) "**Enterprise**" shall mean the Company, its direct or indirect subsidiaries and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the request of the Company as a director, officer, employee, agent or fiduciary.

(c) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties to the extent indemnifiable under applicable law and public policy, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent; (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 7(c) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Articles of Incorporation, the Bylaws or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(d) "**Proceeding**" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, audit, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or her, or of any inaction on his or her part, while acting in his or her Corporate Status; in each case whether or not he or she is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification, reimbursement or advancement of expenses can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his or her rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. Such notice shall be directed to the Chief Executive Officer of the Company and the Chief Legal Officer of the Company, and shall be given in accordance with the provisions of Section 17 below. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company. In addition, Indemnitee shall give the Company such information and cooperation as it may reasonably require and as shall be within Indemnitee's power.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail if sent during normal business hours of the recipient, and, if sent outside those hours, on the next business day, in each case only if receipt is confirmed, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee's signature hereto.

(b) To the Company at:

Merit Medical Systems, Inc.
Attention: Chief Legal Officer
1600 West Merit Parkway
South Jordan, Utah 84095
e-mail: brian.lloyd@merit.com

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Evidence of Coverage. Upon request by Indemnitee, the Company shall provide evidence of the liability insurance coverage required by this Agreement. The Company shall promptly notify Indemnitee of any material adverse change in the Company's D&O Insurance coverage.

21. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in Utah State Courts located in Salt Lake County (a "**Utah Court")** (which may include the Business and Chancery Court of the State of Utah if it has subject matter jurisdiction), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Utah Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Utah Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Utah Court has been brought in an improper or inconvenient forum. Notwithstanding the foregoing, nothing in this Section 21 limits Indemnitee's right under Sections 16-10a-905 and 16-10a-907(1) of the Utah Act to apply to the court conducting the underlying Proceeding for court-ordered indemnification, or requires a claim within exclusive federal jurisdiction to be brought in a state court.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Officer Indemnification Agreement on and as of the day and year first above written.

COMPANY

/s/ MARTHA G. ARONSON
Martha G. Aronson
President & Chief Executive Officer

INDEMNITEE

/s/ SHERI L. LEWIS
Name: Sheri L. Lewis

Address: _____

EXHIBIT A

[See attached]

WRITTEN AFFIRMATION

AND

UNDERTAKING TO REPAY ADVANCEMENT OF EXPENSES

[DATE]

Merit Medical Systems, Inc.
1600 West Merit Parkway
South Jordan, Utah 84095
Attn: Chief Executive Officer and Chief Legal Officer

Re: Written Affirmation and Undertaking to Repay Advancement of Expenses.

[Ladies and Gentlemen/Dear]:

This written affirmation and undertaking is being provided pursuant to that certain Officer Indemnification Agreement, dated [DATE], by and between Merit Medical Systems, Inc., a Utah corporation (the "**Company**"), and the undersigned as Indemnitee (the "**Indemnification Agreement**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indemnification Agreement. Pursuant to the Indemnification Agreement, among other things, I am entitled to the advancement of Expenses paid or incurred in connection with certain Proceedings.

Notice. I have become subject to [DESCRIPTION OF PROCEEDING] (the "**Proceeding**") based on my Corporate Status. This written affirmation and undertaking also constitutes notice to the Company of the Proceeding pursuant to Section 16 of the Indemnification Agreement. The following is a brief description of the Proceeding: _____.

Written Affirmation. As a result of my Corporate Status, I have been made a party to, am threatened to be made a party to, or am otherwise involved in the above-described Proceeding. In connection with the subject matter of such Proceeding to the extent known to me, I affirm my good faith belief that I am entitled to indemnification under the Indemnification Agreement. To the extent applicable to my request under Section 1(a) or 1(b), I believe that:

I acted in good faith;

I reasonably believed that my conduct was in, or at least not opposed to, the best interests of the Company; and

In the case of any criminal proceeding, I had no reasonable cause to believe my conduct was unlawful.

I also believe that I am entitled to indemnification under Section 2 of the Indemnification Agreement. Accordingly, I believe I am entitled to indemnification and advancement of Expenses under the Indemnification Agreement, the Company's documents and applicable law.

Undertaking. Pursuant to the Indemnification Agreement, I hereby request that the Company provide indemnification and advancement of Expenses, including by way of direct payment, advance, reimbursement or otherwise, for all Expenses with respect to the Proceeding and any related Proceedings. In connection with the request for advancement of Expenses by the Company in connection with any such Proceeding, I hereby undertake to repay such amounts, whether advanced by way of direct payment, advance, reimbursement or otherwise, to the extent that it is ultimately determined that I am not entitled to indemnification under the Indemnification Agreement, the Articles of Incorporation, the Bylaws, the Utah Act or otherwise. This undertaking shall be unsecured, and no interest shall accrue on amounts advanced.

This undertaking shall be governed by and construed in accordance with the laws of the State of Utah, without regard to the principles of conflicts of laws thereof.

Very truly yours,

_____

Name:

[Title:]