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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

Date of Report (date of earliest event reported): May 13, 2026



**Merit Medical Systems, Inc.**

(Exact name of registrant as specified in its charter)

**Utah**  
(State or other jurisdiction of  
incorporation or organization)

**0-18592**  
(Commission  
File Number)

**87-0447695**  
(I.R.S. Employer  
Identification No.)

**1600 West Merit Parkway**  
**South Jordan, Utah**  
(Address of principal executive offices)

**84095**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, no par value	MMSI	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

At the 2026 Annual Meeting of Shareholders (the “Annual Meeting”) of Merit Medical Systems, Inc. (the “Company”) held on May 13, 2026, the Company’s shareholders approved (i) the Merit Medical Systems, Inc. 2026 Equity Incentive Plan (the “EIP”) and (ii) the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan (the “ESPP”). The Company’s executive officers and directors are among those eligible to participate in the EIP, and the Company’s officers are among those eligible to participate in the ESPP. Descriptions of the EIP and the ESPP are set forth in the Company’s definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 31, 2026 (the “Proxy Statement”) in the section titled “Equity Incentive Plans” and are incorporated herein by reference. The description of the EIP is filed herein as Exhibit 99.1, and the description of the ESPP is filed herewith as Exhibit 99.2.

The descriptions of the EIP and ESPP contained herein and in the Proxy Statement are qualified in their entirety by reference to the EIP and ESPP, as applicable, copies of which are attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, and incorporated herein by reference.

Following the approval of the EIP by the shareholders, the Company’s Board of Directors (the “Board”) approved a base form Restricted Stock Unit Award Agreement related to the grant of restricted stock units to directors (the “Director RSU Agreement”). Under the Director RSU Agreement, directors are granted a specified number of restricted stock units, which vest after 350 days provided that the respective director provides continuous service through the vesting date. The description of the Director RSU Agreement contained herein is qualified in its entirety by the base form Director RSU Agreement, a copy of which is filed herewith as Exhibit 10.3

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On May 14, 2026, the Board approved and adopted the Fifth Amended and Restated Bylaws of the Company (the “Fifth A&R Bylaws”). The Fifth A&R Bylaws became effective immediately upon approval by the Board and amend and restate entirely the Company’s Fourth Amended and Restated Bylaws. Among other things, the Fifth A&R Bylaws:

- Clarify the ability of shareholders and proxyholders to attend and participate in shareholder meetings by means of remote communication equipment;
- Permit delivery of notice of shareholder meetings by electronic communication;
- Clarify the ability of directors to participate in Board meetings by means of remote communication equipment;
- Update provisions relating to the “universal proxy” rules under Rule 14a-19 of the Securities Exchange Act of 1934 (the “Exchange Act”);
- Modify the composition of officers of the Company;
- Permit shares of stock of the Company to be represented in certificated and uncertificated form; and
- Modify provisions related to the Company’s obligation to indemnify directors and officers to more closely track the Utah Revised Business Corporation Act;

The Fifth A&R Bylaws also make certain other technical, conforming, modernizing and clarifying changes to the prior bylaws of the Company. The forgoing summary of the Fifth A&R Bylaws is not a complete description of the Fifth A&R Bylaws and is qualified in its entirety by reference to the Fifth A&R Bylaws, a copy of which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

On May 13, 2026, the Company held its Annual Meeting. A total of 59,648,292 shares of the Company’s common stock were entitled to vote at the Annual Meeting as of March 20, 2026, the record date for the Annual Meeting, of which 52,532,073 shares were represented in person or by proxy at the Annual Meeting.

The Company's shareholders voted on the following proposals:

- (1) Election of four nominees, three to serve as directors until the Company's 2029 Annual Meeting of Shareholders and one to serve as a director until the Company's 2027 Annual Meeting of Shareholders, or until each of his or her successors is duly elected and qualified;
- (2) Non-binding advisory proposal to approve the compensation of the Company's named executive officers, otherwise known as a "say-on-pay" vote;
- (3) Approval of the Merit Medical Systems, Inc. 2026 Equity Incentive Plan;
- (4) Approval of the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan; and
- (5) Ratification of the appointment of Deloitte & Touche LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2026.

The voting results with respect to each of the proposals are set forth below.

***Proposal 1 - Election of Directors***

The votes cast for or withheld for each director nominee for the term length indicated were as follows:

<b>Director Nominee</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
Martha G. Aronson (three year term)	50,057,322	197,560	13,927	2,263,264
Lonny J. Carpenter (three year term)	49,048,111	1,206,492	14,206	2,263,264
Lynne N. Ward (one year term)	49,027,930	1,115,001	125,878	2,263,264
Scott R. Ward (three year term)	50,071,431	176,296	21,082	2,263,264

Accordingly, each of Martha G. Aronson, Lonny J. Carpenter and Scott R. Ward was elected to serve as a director of the Company until the Company's 2029 Annual Meeting of Shareholders, and Lynne N. Ward was elected to serve as a director of the Company until the Company's 2027 Annual Meeting of Shareholders, in each case, or until his or her successor is duly elected and qualified.

***Proposal 2 - Advisory Vote on Executive Compensation***

The voting results with respect to a non-binding advisory proposal to approve the compensation of the Company's named executive officers were as follows:

<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
48,835,995	1,415,355	17,459	2,263,264

Accordingly, a majority of votes cast with respect to the advisory "say-on-pay" proposal were "for" approval of the compensation of the Company's named executive officers, as disclosed in the Proxy Statement.

***Proposal 3 - Approval of the Merit Medical Systems, Inc. 2026 Equity Incentive Plan***

The voting results with respect to the proposal to approve the Merit Medical Systems, Inc. 2026 Equity Incentive Plan were as follows:

<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
48,750,003	1,510,844	7,962	2,263,264

Accordingly, the Company's shareholders approved the Merit Medical Systems, Inc. 2026 Equity Incentive Plan.

***Proposal 4 – Approval of the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan***

The voting results with respect to the proposal to approve the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan were as follows:

<b>For</b>	<b>Against</b>	<b>Abstain</b>	<b>Broker Non-Votes</b>
50,109,861	151,208	7,740	2,263,264

Accordingly, the Company's shareholders approved the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan.

***Proposal 5 - Ratification of Appointment of Independent Registered Public Accounting Firm***

The voting results with respect to the proposal to ratify the appointment of Deloitte & Touche LLP to serve as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2026 were as follows:

<b>For</b>	<b>Against</b>	<b>Abstain</b>
50,369,058	2,151,392	11,623

Accordingly, the Company's shareholders ratified the appointment of Deloitte and Touche LLP to serve as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2026.

No other matters were submitted to a vote of shareholders at the Annual Meeting.

**Item 7.01. Regulation FD Disclosure.**

On May 19, 2026, the Company issued a press release announcing the election of Scott R. Ward as a director of the Company. A copy of the press release is furnished as Exhibit 99.3 to this report and incorporated herein by reference.

The information under this Item 7.01, including Exhibit 99.3, shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

<u>EXHIBIT NUMBER</u>	<u>DESCRIPTION</u>
3.1	<a href="#">Fifth Amended and Restated Bylaws of Merit Medical Systems, Inc.</a>
10.1	<a href="#">Merit Medical Systems, Inc. 2026 Equity Incentive Plan</a> (incorporated by reference to Exhibit 99.1 to the Company’s Registration Statement on Form S-8 filed on May 15, 2026, File No. 333-295944)†
10.2	<a href="#">Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan†</a>
10.3	<a href="#">Form of Restricted Stock Unit Award Agreement for Directors†</a>
99.1	<a href="#">Summary of Merit Medical Systems, Inc. 2026 Equity Incentive Plan from proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 31, 2026</a>
99.2	<a href="#">Summary of Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan from proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 31, 2026</a>
99.3	<a href="#">Press release, dated May 19, 2026, entitled “Merit Medical Shareholders Elect Scott R. Ward to the Board of Directors”</a>
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

† Indicates management contract or compensatory plan or arrangement.

**SIGNATURES**

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

**MERIT MEDICAL SYSTEMS, INC.**

Date: May 19, 2026

By: /s/ Brian G. Lloyd  
Brian G. Lloyd  
Chief Legal Officer and Corporate Secretary

**FIFTH AMENDED AND RESTATED  
BYLAWS  
OF  
MERIT MEDICAL SYSTEMS, INC.**

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**May 14, 2026**

ARTICLE I. OFFICES

The Corporation may have such offices, either within or without the State of Utah, as the Board of Directors may designate or as the business of the Corporation may require from time to time. The registered office and principal office of the Corporation required by the Utah Revised Business Corporation Act (as amended and including any successor statute, the “Act”) may be changed by the Board of Directors from time to time and upon notice in the proper form to the Utah Division of Corporations and Commercial Code.

ARTICLE II. SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders shall be held on a date and at a time designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chief Executive Officer or by the Board of Directors, and shall be called by the Chief Executive Officer at the request of the holders of not less than one-tenth (1/10) of all outstanding shares of the Corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. Notwithstanding the foregoing, if authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (i) participate in a meeting of shareholders, and (ii) be deemed present in person and vote at a meeting of shareholders, whether such meeting is to be held at a designated place or solely by means of remote communication; provided that (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (B) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (C) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation. References in these Bylaws to the “place” of a meeting of shareholders shall be deemed to include a meeting by means of electronic communications.

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Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally, by mail or by any method of electronic communication permitted by applicable law, by or at the direction of the Chief Executive Officer, or the secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his or her address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid.

Section 5. Closing of Transfer Books and Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the Corporation may provide that the stock transfer books shall be closed for a stated period, not less than ten (10) days, but not to exceed, in any case, sixty (60) days. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date of which the particular action, requiring such determination of shareholders is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

Section 6. Voting Record. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make a complete record of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof.

Section 7. Quorum. A majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice.

Section 8. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his or her duly authorized attorney in fact. Any shareholder soliciting proxies from other shareholders must use a proxy card color other than white, which shall be reserved exclusively for the Board of Directors.

Section 9. Voting of Shares. Each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

Section 10. Informal Action by Shareholders. Any action required to be taken at a meeting of the shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Section 11. Transaction of Business at Meeting. No business may be transacted at an annual meeting of shareholders, other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (c) otherwise properly brought before the annual meeting by any shareholder of the Corporation (i) who is a shareholder of record on the date of the giving of the notice provided for in this Section 11 and on the record date for the determination of shareholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 11.

In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation not later than the close of business on the 120<sup>th</sup> day in advance of the anniversary of the previous year's annual meeting of shareholders, nor earlier than the close of business on the 150<sup>th</sup> day in advance of the anniversary date of the previous year's annual meeting of shareholders; provided, however, that if the Corporation did not hold an annual meeting of shareholders the previous year, or if the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10<sup>th</sup>) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs.

To be in proper written form, a shareholder's notice to the Secretary must set forth as to each matter such shareholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such shareholder, (iii) the class and series and number of shares of each class and series of stock of the Corporation which are owned beneficially or of record by such shareholder, (iv) a description of all arrangements or understandings between such shareholder and any other person or persons (including their names) in connection with the proposal of such business by such shareholder and any material interest of such shareholder in such business and (v) a representation that such shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and that such shareholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

In addition, notwithstanding anything in this Section 11 to the contrary, a shareholder intending to nominate one or more persons for election as a director at an annual or special meeting of shareholders must comply with Section 11 of Article III for such nominations to be properly brought before such meeting.

No business shall be conducted at the annual meeting of shareholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 11; provided, however, that, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 11 shall be deemed to preclude discussion by any shareholder of any such business. If the presiding officer of the annual meeting determines that business was not properly brought before the annual meeting in accordance with the foregoing

procedures, the presiding officer of the annual meeting shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

No business shall be conducted at a special meeting of shareholders except for such business as shall have been brought before the meeting pursuant to the Corporation's notice of meeting.

### ARTICLE III. BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of such number of members, which number shall not be less than three and not more than eleven as may be determined and established from time to time by the Board of Directors and shall be divided into three classes, as nearly equal in size as possible. No increase in the maximum number of members shall be made except upon the affirmative vote of not less than two-thirds of the outstanding capital stock of the Corporation entitled to vote thereon.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place and/or manner as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chief Executive Officer or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Utah, as the place for holding any special meeting of the Board of Directors called by them. Meetings of the Board of Directors or any committee may be held by means of telephone or video conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 4 shall constitute presence in person at such meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given by oral, telegraphic, written, electronic-mail or other electronic notice duly given, sent or mailed to each director not less than twenty-four (24) hours before such meeting. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum. A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority present at a meeting shall be the act of the Board of Directors, provided a quorum is present.

Section 8. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any directorship to be filled by reason of an increase in the number of directors may be filled by election by the Board of Directors for a term of office continuing only until the next election of directors by the shareholders.

Section 10. Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be provided such compensation as the Board of Directors or a duly authorized committee thereof determines is appropriate. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation for such service.

Section 11. Nominations of Directors by Shareholders. Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, subject to the rights of holders of any class or series of stock having a preference over the Common Stock as to dividends or upon liquidation to elect directors under specified circumstances. Nominations of persons for election to the Board of Directors may be made at any annual meeting of shareholders, or at any special meeting of shareholders called for the purpose of electing directors, (a) by or at the direction of the Board of Directors (or any duly authorized committee thereof) or (b) by any shareholder of the Corporation (i) who is a shareholder of record on the date of the giving of the notice provided for in this Section 11 and on the record date for the determination of shareholders entitled to vote at such meeting and (ii) who complies with the notice procedures set forth in this Section 11.

In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

To be timely, a shareholder's notice to the Secretary must be delivered to or mailed and received at the principal executive offices of the Corporation (a) in the case of an annual meeting, not later than the close of business on the 120<sup>th</sup> day in advance of the anniversary of the previous year's annual meeting of shareholders, nor earlier than the close of business on the 150<sup>th</sup> day in advance of the anniversary date of the previous year's annual meeting of shareholders; provided, however, that if the Corporation did not hold an annual meeting of shareholders the previous year, or if the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10<sup>th</sup>) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure of the date of the annual meeting was made, whichever first occurs; and (b) in the case of a special meeting of shareholders called for the purpose of electing directors, not later than the close of business on the tenth (10<sup>th</sup>) day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

To be in proper written form, a shareholder's notice to the Secretary must set forth (a) as to each person whom the shareholder proposes to nominate for election as a director (i) the name, age, business address and residence address of the person, (ii) the principal occupation and employment of the person, (iii) the class and series and number of shares of each class and series of capital stock of the Corporation which are owned beneficially or of record by the person and (iv) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (or in any law or statute replacing such section), and the rules and regulations promulgated thereunder; and (b) as to the shareholder giving the notice (i) the name and record address of such shareholder, (ii) the class and series and number of shares of each class and series of capital stock of the Corporation which are owned beneficially or of record by such shareholder, (iii) a description of all arrangements or understandings between such shareholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such shareholder, (iv) a representation that such shareholder is a holder of record of stock of the Corporation entitled to vote at such meeting and that such shareholder intends to appear in person or by proxy at the meeting to nominate the person or persons named in its notice, (v) a statement confirming whether, the shareholder, beneficial owner, or any control person intends, or is part of a group that, in the case of the nomination, intends to solicit proxies or votes in support of such director nominees or nomination in accordance with Rule 14a-19 under the Exchange Act, including but not limited to, delivering a proxy statement and form of proxy and soliciting at least the percentage of the voting power of all of the shares of the stock of the Corporation required under applicable law to elect the nominee, (vi) a written statement and agreement executed by each nominee that the nominee has read and agrees to adhere to the Corporation's Code of Conduct and Ethics and any other of the Corporation's policies or guidelines applicable to directors, including with regard to securities trading, and (vi) any other information relating to such shareholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act (or in any law or statute replacing such section) and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 11. If the presiding officer of the annual meeting determines that a nomination was not made in accordance with the foregoing procedures, the presiding officer of the annual meeting shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

Section 12. Majority Voting. A nominee for director shall be elected to the Board of Directors if a majority of the votes cast are in favor of such nominee's election; provided, however, that, if the number of nominees for director exceeds the number of directors to be elected, directors shall be elected by a plurality of the votes of the shares represented in person or by proxy at any meeting of shareholders held to elect directors and entitled to vote on such election of directors. For purposes of this Section 12, a majority of votes cast means that the number of shares voted "for" the election of a director must exceed the number of votes cast "against" the election of that director. If an incumbent director is not re-elected, the director shall tender his or her resignation to the Board of Directors. The committee of the Board of Directors responsible for director nominations (the "Governance Committee") will make a recommendation to the Board of

Directors on whether to accept or reject the resignation, or whether other action should be taken. The Board of Directors will act on the recommendation of the Governance Committee and publicly disclose its decision within 90 days from the date of the certification of the election results. An incumbent director who tenders his or her resignation to the Board of Directors pursuant to this Section 12 will not participate in the decision of the Board of Directors.

Section 13 Committees of Directors. The Board of Directors may, by resolution passed by a majority of directors fixed by Section 2 of this Article III, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee may exercise, to the extent specified by the Articles of Incorporation or these Bylaws and authorized by the Board of Directors, the authority of the Board of Directors under Section 16-10a-801 of the Utah Revised Business Corporation Act (the "Act"), except as otherwise provided by law. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

#### ARTICLE IV. OFFICERS

Section 1. Number. The officers of the Corporation shall be a Chief Executive Officer, a President, a Secretary, and a Treasurer, each of whom shall be elected by a majority of the Board of Directors. Other officers and assistant officers as may be deemed necessary or appropriate may be elected or appointed by the Board of Directors. In its discretion, the Board of Directors may leave unfilled for any such period as it may determine any office except those of Chief Executive Officer and Secretary.

Section 2. Term of Office. Each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause. The election or appointment of an officer shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving notice of their resignation in writing, or by electronic transmission, to the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board of Directors.

Section 3. Chief Executive Officer. The Chief Executive Officer shall, subject to the Board of Directors, in general supervise and control all of the business and affairs of the Corporation. He or she may sign, with the secretary of any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4. President. The President shall be subject to the direction and supervision of the Chief Executive Officer, assist the Chief Executive Officer and perform such duties as may be assigned by the Chief Executive Officer or by the Board of Directors. Such officer shall, at the request of the Chief Executive Officer, or in the absence of the Chief Executive Officer, or in the event of his or her inability or refusal to act, perform the duties of the Chief Executive Officer and when so acting, shall have all the powers of and be subject to all the restrictions on the Chief Executive Officer.

Section 5. Secretary. The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation, if such a seal has been adopted by the Board of Directors, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the address of each shareholder; (e) sign with the Chief Executive Officer, the president, or the vice-president, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the Corporation, to the extent not delegated to a transfer agent; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Directors.

Section 6. Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these Bylaws; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chief Executive Officer or by the Board of Directors.

Section 7. Other Officers. Such other officers as the Board of Directors may elect or appoint shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to appoint such other officers and to prescribe their respective duties and powers.

Section 8. Compensation. The compensation of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation.

#### ARTICLE V. CERTIFICATES FOR SHARE AND THEIR TRANSFER

Section 1. Certificates for Shares. The shares of the Corporation may be certificated or uncertificated. If certificated, certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock shall be signed by, or in the name of, the Corporation by any two authorized officers of the Corporation. Any or all such signatures may be facsimiles. In case any officer, transfer agent, or registrar who has signed such a certificate ceases to be an officer, transfer agent, or registrar before such certificate has been issued, it may nevertheless be

issued by the Corporation with the same effect as if the signatory were still such at the date of its issue.

Section 2. Transfer of Shares. Transfer of shares of the Corporation shall be made only on the stock transfer books of the Corporation by the holder of record thereof or by his or her legal representative, who shall furnish proper evidence of authority to transfer, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed by the Corporation to be the owner thereof for all purposes. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

#### ARTICLE VI. FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December in each year.

#### ARTICLE VII. DIVIDENDS

The Board of Directors may, from time to time, declare and the Corporation may pay dividends on its outstanding shares in the manner, and upon the terms and conditions provided by law and its Articles of Incorporation.

#### ARTICLE VIII. CORPORATE SEAL

The Board of Directors may provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words, "Corporate Seal."

#### ARTICLE IX. WAIVER OF NOTICE

Whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these Bylaws or under the provisions of the Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE X. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board of Directors or by the shareholders at any regular or special meeting.

#### ARTICLE XI. INDEMNIFICATION

Section 1. Definitions. As used in this Article XI:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) “Director” means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee fiduciary, or agent of another Corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation’s request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. “Director” includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) “Expenses” include counsel fees.

(d) “Liability” means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses.

(e) “Officer,” “employee,” “fiduciary,” and “agent” include any person who, while serving the indicated relationship to the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee, fiduciary, or agent of another Corporation or other person or of an employee benefit plan. An officer, employee, fiduciary, or agent is considered to be serving an employee benefit plan at the Corporation’s request if the person’s duties to the Corporation also impose duties on, or otherwise involve services by, that person to the plan or participants in, or beneficiaries of the plan. Unless the context requires otherwise, such terms include the estates or personal representatives of such persons.

(f) “Official capacity” means: (i) when used with respect to a director, the office of director in the Corporation; and (ii) when used with respect to a person other than a director, as contemplated in Section 7, the office in the Corporation held by the officer of the employment, fiduciary, or agency relationship undertaken by him or her on behalf of the Corporation. “Official capacity” does not include service for any other corporation, other person, or employee benefit plan.

(g) “Party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(h) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

Section 2. Authority to Indemnify Directors.

(a) Except as provided in Subsection 2(d), or except to the extent that the indemnification provisions of this Article XI are inconsistent with the indemnification provisions of this Corporation’s Articles of Incorporation, the Corporation shall indemnify an individual made a party to a proceeding because he or she is or was a director, against liability incurred in the proceeding if:

(i) his or her conduct was in good faith; and

(ii) he or she reasonably believed that his or her conduct was in, or not opposed to, the Corporation's best interests; and

(iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his conduct was unlawful.

(b) A director's conduct with respect to any employee benefit plan for a purpose he or she reasonably believed to be in or not opposed to the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Subsection 2(a)(ii).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) The Corporation may not indemnify a director under this section:

(i) in connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(ii) in connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 2 in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

Section 3. Mandatory Indemnification of Directors. The Corporation shall indemnify a director who was successful, on the merits or otherwise, in the defense of any proceeding, or in the defense of any claim, issue, or matter in the proceeding, to which he or she was a party because he or she is or was a director of the Corporation, against reasonable expenses incurred by him or her in connection with the proceeding or claim with respect to which he or she has been successful.

Section 4. Advance of Expenses for Directors.

(a) The Corporation shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(i) the director furnishes the Corporation a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct described in Section 2;

(ii) the director furnishes to the Corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this part.

(b) The undertaking required by Subsection 4(a)(ii) must be an unlimited general obligation of the director but need not be secured and shall be accepted without reference to financial ability to make repayment.

(c) Determination of payments under this section shall be made in the manner specified in Section 6.

Section 5. Court-Ordered Indemnification of Directors. A director of the Corporation who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(a) if the court determines that the director is entitled to mandatory indemnification, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification; and

(b) if the court determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the applicable standard of conduct set forth in Section 2 or was adjudged liable as described in Subsection 2(d), the court may order indemnification as the court determines to be proper, except that the indemnification with respect to any proceeding in which liability has been adjudged in the circumstances described in Subsection (d) is limited to reasonable expenses incurred.

Section 6. Determination of Indemnification of Directors.

(a) The Corporation may not indemnify a director under Section 2 unless a determination has been made in the specific case that indemnification of the director is permissible in the circumstances because the director has met the applicable standard of conduct set forth in Section 2. A Corporation may advance expenses to a director under Section 4 after the written affirmation and undertaking required by Subsection 4(a)(ii) are received and the determination required by Subsection 4(a)(iii) has been made.

(b) The determinations required by Subsection 6(a) shall be made:

(i) by the board of directors 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; or

(ii) if a quorum cannot be obtained as contemplated in Subsection 6(b)(i), by a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist 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; or

(iii) by special legal counsel:

(1) selected by the board of directors or its committee in the manner prescribed in Subsection 6(b)(i) and (ii); or

(2) if a quorum of the board of directors cannot be obtained under Subsection 6(b)(i) and a committee cannot be designated under Subsection (b)(ii), selected by a majority vote of the full board of directors, 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 qualified shares (as defined in the Act) present in person or by proxy at a meeting.

(c) A majority of the votes entitled to be cast by the holders of all qualified shares constitutes a quorum for purposes of action that complies with this section. Shareholders' action that otherwise complies with this section is not affected by the presence of holders, or the voting, of shares that are not qualified shares.

Section 7. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) the Corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director; and

(b) the Corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent, if not inconsistent with public policy and if provided for by specific action of the board of directors, or contract.

Section 8. Insurance. The Corporation may purchase and maintain liability insurance on behalf of a person who is or was an incorporator, director, officer, employee, fiduciary, or agent of the Corporation, or who, while serving as an incorporator, director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as an incorporator, director, officer, partner, trustee, employee, fiduciary or agent of another foreign or domestic corporation or other person, or of an employee benefit plan, against liability asserted against or incurred by him in that capacity or arising from his status as an incorporator, director, officer, employee, fiduciary, or agent, whether or not the Corporation has the power to indemnify him against the same liability under applicable law.

Section 9. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and, to the extent set forth herein, advancement of expenses, provided by or granted pursuant to this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Act, the Articles of Incorporation, the Bylaws, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that indemnification of the persons specified in this Article XI shall be made to the fullest extent permitted by law. The provisions of this Article XI shall not be deemed to preclude the indemnification of any person who is not

specified in this Article XI but whom the Corporation has the power or obligation to indemnify under the provisions of the Act, or otherwise.

Section 10. Survival of Indemnification and Advancement of Expenses. The indemnification and, to the extent applicable, advancement of expenses provided by or granted pursuant to this Article XI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 11. Limitation on Indemnification. Notwithstanding anything contained in this Article XI to the contrary, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any incorporator, director, officer, employee, fiduciary or agent (or his or her heirs, executors or personal or legal representatives) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Corporation.

Section 12 Savings Clause. If this Article XI or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each officer and director as to expenses, including attorneys' fees, judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether internal or external, including without limitation a grand jury proceeding and an action or suit brought by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated, or by any other applicable law.

## ARTICLE XII. FORUM FOR DISPUTES

### Section 1. Forum for Adjudication of Disputes.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the state courts of the State of Utah (or, if no state court located within the State of Utah has jurisdiction, the federal district court for the State of Utah) shall, to the fullest extent permitted by law, be the sole and exclusive forum for:

- (i) any derivative action or proceeding brought on behalf of the Corporation;
- (ii) any action asserting a claim for breach of a fiduciary duty owed by any current or former director, officer, employee, or shareholder of the Corporation to the Corporation or the Corporation's shareholders;
- (iii) any action asserting a claim arising pursuant to any provision of the Act, the Articles of Incorporation, or these bylaws (as either may be amended or restated) or as to which the Act confers jurisdiction on one or more state courts in the State of Utah;
- (iv) any action asserting a claim governed by the internal affairs doctrine; or

(v) any action asserting a claim relating to the business of the Corporation, the conduct of its affairs, or the rights or powers of the Corporation or its shareholders, directors, or officers;

in each case, subject to said court having personal jurisdiction over the indispensable parties named as defendants therein.

If any action the subject matter of which is within the scope of this Section 1 is filed in a court other than a court located within the State of Utah (a "Foreign Action") in the name of any shareholder, such shareholder shall be deemed to have consented to: (i) the personal jurisdiction of the state and federal courts located within the State of Utah in connection with any action brought in any such court to enforce this Section 1 (an "Enforcement Action"); and (ii) having service of process made upon such shareholder in any such Enforcement Action by service upon such shareholder's counsel in the Foreign Action as agent for such shareholder. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 9.

Section 2. Securities Act Claims. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 2(b)

*[Signature page follows]*

IN WITNESS WHEREOF, these Fifth Amended and Restated Bylaws have been executed by the Corporation as of the date first written above.

**MERIT MEDICAL SYSTEMS, INC.,**  
a Utah Corporation

By: /s/ Brian G. Lloyd

Name: Brian G. Lloyd

Title: Chief Legal Officer and Secretary

*[Fifth A&R Bylaws – Signature Page]*

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**MERIT MEDICAL SYSTEMS, INC.**

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**2026 EMPLOYEE STOCK PURCHASE PLAN**

Merit Medical Systems, Inc., a Utah corporation (the “Company”), hereby establishes and adopts this Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan (the “Plan”) effective as of the date set forth in Section 11.6 below.

**ARTICLE 1. PURPOSE OF THE PLAN**

The Company maintains the Plan to provide employees of the Company and certain of its Subsidiaries with the opportunity to acquire a proprietary interest in the Company through the purchase of Shares of Common Stock of the Company. The Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. The provisions of the Plan shall be construed so as to meet all of the requirements of such a plan under Code Section 423.

**ARTICLE 2. DEFINITIONS**

Wherever the following terms are used in the Plan they shall have the meanings specified below unless the context clearly indicates otherwise.

2.1 “Base Pay” shall mean as to any Eligible Employee his or her salary, wages, commissions, overtime, bonuses and other regular cash pay from the Company or a Subsidiary before reduction for contributions to plans maintained under Code Sections 401 and 125 (such as profit sharing plans, 401(k) plans and cafeteria plans), but excluding welfare and fringe benefits, reimbursed expenses, deferred compensation, stock options, restricted stock, restricted stock units and other equity-based, non-cash or extraordinary forms of compensation.

2.2 “Board of Directors” shall mean the Company’s board of directors.

2.3 “Code” shall mean the Internal Revenue Code of 1986, as amended.

2.4 “Committee” shall mean the Compensation and Talent Development Committee of the Board of Directors.

2.5 “Common Stock” shall mean the no par value common stock of the Company.

2.6 “Company” shall mean Merit Medical Systems, Inc., a Utah corporation.

2.7 “Corporate Transaction” shall mean a merger, consolidation, acquisition of property or stock, separation, reorganization or other corporate event described in Section 424 of the Code.

2.8 “Designated Broker” means the financial services firm or other agent designated by the Company to maintain ESPP Share Accounts on behalf of Participants who have purchased Shares under the Plan.

2.9 “Employee” shall mean any individual who renders service to the Company or to a participating Subsidiary and is classified by the Company or applicable Subsidiary for payroll purposes as a common law employee. For purposes of an individual’s participation in, or other rights under this Plan, all determinations of Employee status by the Company shall be final, binding, and conclusive, notwithstanding that any court of law or governmental agency subsequently makes a contrary determination.

2.10 “Eligible Employee” shall mean, as to any Offering, an Employee of the Company or a participating Subsidiary who is customarily scheduled to work 20 hours or more per week and who, as of the applicable Offering Date, has been an Employee of the Company or a Subsidiary for at least 30 days since his or her most recent date of hire.

2.11 “ESPP Share Account” means an account into which Shares purchased under the Plan with accumulated payroll deductions at the end of an Offering Period are held on behalf of a Participant.

2.12 “Enrollment Forms” shall mean an agreement (including in electronic form) pursuant to which an Eligible Employee may elect to enroll in the Plan, to authorize a level of payroll deductions, or to stop or otherwise modify payroll deductions and withdraw from an Offering.

2.13 “Exchange Act” shall mean the U.S. Securities Exchange Act of 1934, as amended.

2.14 “Fair Market Value” shall mean, with respect to a Share as of any date, the closing trading price of the Shares as reported on the NASDAQ Global Select Market on that date (or if there were no reported closing prices on such date, on the last preceding Trading Date as of which the closing price per Share was reported) or, if the Company is not then listed on the NASDAQ Global Select Market, on such other principal securities exchange on which the Shares are traded. If the Company is not listed on the NASDAQ Global Select Market or any other securities exchange, the Fair Market Value of Shares shall be determined by the Committee in good faith and in a manner that complies with Section 423 of the Code using such criteria as it determines in its discretion, and such determination shall be conclusive and binding on all persons.

2.15 “Offering” shall have the meaning set forth in Section 4.1.

2.2 “Offering Date” shall mean, with respect to a given Offering, the first Trading Day of the applicable Offering Period.

2.17 “Offering Period” shall have the meaning set forth in Section 4.1.

2.3 “Offering Purchase Date” shall mean, as to a given Offering, the last Trading Day of the applicable Offering Period.

2.4 “Participant” shall mean, with respect to a given Offering, an Eligible Employee who has properly enrolled and elected to participate in the Offering.

2.20 “Plan” shall mean the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan as amended and restated herein.

2.21 “Purchase Price” shall have the meaning set forth in Section 6.2.

2.22 “Shares” shall mean shares of Common Stock.

2.23 “Subsidiary” shall mean any present or future corporation which would be a "subsidiary corporation" with respect to the Company as that term is defined in Code Section 424. A Subsidiary's employees shall participate in the Plan, however, only if they work for a Subsidiary that is designated as a participating Subsidiary by the Committee. References in the Plan to periods of employment with the Company include employment by or with all Subsidiaries, including during periods of employment with the Company or a Subsidiary prior to Plan participation.

2.24 “Trading Day” shall mean any day on which the established national stock exchange or national market system upon which the Shares are listed is open for trading or, if the Shares are not listed on an established stock exchange or national market system, the first or last business day of the Offering Period in question, as applicable, and as determined by the Committee in good faith.

### ARTICLE 3. ELIGIBILITY AND PARTICIPATION

3.1 Eligibility. With respect to each Offering, any Employee who is an Eligible Employee on the applicable Offering Date shall be eligible to participate in such Offering. Whether or not an Eligible Employee participates in any Offering shall not have any effect on eligibility in subsequent Offerings. No Employee may participate in an Offering that commences prior to the date he or she becomes an Eligible Employee.

3.2 Restrictions on Participation. Notwithstanding any other Plan provision to the contrary, no Employee shall be granted an option under the Plan to purchase Shares in an Offering:

(a) if, immediately after the grant, such Eligible Employee would own stock, and/or hold outstanding options to purchase stock, possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or of any Subsidiary (for purposes of this paragraph, the rules of section 424(d) of the Code shall apply in determining stock ownership of any Employee);

(b) which permits the Eligible Employee's rights to purchase stock under all employee stock purchase plans of the Company or any of its Subsidiaries to accrue at a rate which exceeds \$25,000 in Fair Market Value of the Shares (determined at the time such option is granted) for each calendar year in which such option is at any time outstanding;

(c) to the extent designated by the Committee in connection with a particular Offering, if the Employee is a "highly compensated employee" of the Company or a Subsidiary (within the meaning of Section 414(q) of the Code) or a sub-set of such highly compensated employees; and

(d) if Employee who is a citizen or resident of a foreign jurisdiction and the grant of a right to purchase Shares under this Plan to such Employee would be prohibited under the laws of such foreign jurisdiction or the grant of a right to purchase Shares under this Plan to such Employee in compliance with the laws of such foreign jurisdiction would cause this Plan to violate the requirements of Section 423 of the Code, as determined by the Committee in its sole discretion.

3.3 Commencement of Participation.

(a) With respect to a given Offering, an Eligible Employee may elect to participate and purchase Shares in the Offering by completing an authorization for a payroll deduction on the Enrollment Form provided by the Company and filing it with the Human Resources Department of the Company during the month immediately preceding the applicable Offering Date for the Offering in question or at such other times or places as may be established from time to time by the Committee. Participation in the Plan is entirely voluntary.

(b) Payroll deductions for a Participant with respect to a given Offering shall commence with the first payday on or after the applicable Offering Date when an authorization for a payroll deduction becomes effective and shall end with the last payday on or before the applicable Offering Purchase Date with respect to the Offering unless sooner terminated by the Participant as provided in Article 8.

(c) The Base Pay deduction rate selected by a Participant in his or her Enrollment Form shall remain in effect for subsequent Offering Periods unless the Participant (i) submits a new Enrollment Form authorizing a new level of payroll deductions in accordance with Article 8, (ii) withdraws from the Plan in accordance with Article 8, or (iii) terminates employment or otherwise becomes ineligible to participate in the Plan.

#### ARTICLE 4. OFFERINGS

4.1 Offerings. The Plan will be implemented by quarterly offerings of Shares beginning on the first Trading Day of July, October, January and April each year and terminating on the last Trading Day of the calendar quarter in which the Offering commenced. Each such quarterly offering is referred to in the Plan as an "Offering" and the quarterly period in which such Offering is conducted is referred to as the "Offering Period." The last quarterly Offering under the Plan shall expire on the last Trading Day of June 2036 unless the Plan is extended by amendment prior to that date. Subject to Section 9.1 below, the maximum number of Shares that may be issued in any Offering shall be 12,500 Shares, plus unissued Shares carried over from all prior Offerings under the Plan to the extent the number of Shares issued in such prior Offerings was less than the maximum number of Shares that could have been offered and issued in such Offerings.

#### ARTICLE 5. PAYROLL DEDUCTIONS

5.1 Amount of Deduction. At the time a Participant files an Enrollment Form with respect to a given Offering, the Participant shall elect to have deductions made from the Participant's Base Pay on each payday during the time the Eligible Employee is a Participant in an Offering at any fixed dollar or percentage rate designated by the Eligible Employee but not less than \$25.00 and not more than fifteen percent (15%) of the Participant's Base Pay in effect during the applicable Offering Period.

5.2 Participant Accounts. All payroll deductions made for a Participant under the Plan shall be retained by the Company and credited to a non-interest bearing bookkeeping account for the Participant under the Plan. All payroll deductions held by the Company under the Plan may be used by the Company for any corporate purpose to the extent permitted by applicable law, and the Company shall not be required to segregate such payroll deductions or hold them in trust.

5.3 Changes in Payroll Deductions. A Participant may discontinue participation in the Plan as provided in Article 8, but except as provided in Article 8 or this Section 5.3 no other change can be made during an Offering and, specifically, a Participant may not alter the amount of payroll deductions for that Offering. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3.2(b) herein, the Company may reduce (including a decrease to 0%) a Participant's payroll deductions at any time during any Offering, in which case payroll deductions shall recommence at the rate

provided in such Participant's authorization for payroll deduction at the beginning of the next Offering which is scheduled to end in the following calendar year, unless terminated by the Participant in accordance with Article 8.

5.4 Unpaid Leave of Absence. If a Participant goes on an authorized unpaid leave of absence, such Participant shall have the right to elect: (a) to withdraw the balance in his or her account pursuant to Section 7.2 hereof, or (b) to discontinue contributions to the Plan but remain a Participant in the Plan with respect to the amounts contributed prior to the cessation of contributions. The option in (b) above is subject, however, to the limitations on the period of leaves of absence set forth in Section 8.3.

5.5 Foreign Employees. To facilitate participation in this Plan, the Committee may provide for such special terms applicable to Participants who are citizens or residents of a foreign jurisdiction or who are employed by a Subsidiary outside of the United States as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom; provided that such special terms may not be more favorable than the terms of rights granted under this Plan to Eligible Employees who are residents of the United States, and must satisfy the requirements for rights to purchase Shares granted pursuant to an "employee stock purchase plan" that are set forth under Section 423 of the Code. Moreover, the Committee may approve such supplements to, or amendments, restatements, or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose. Notwithstanding the foregoing, no such special terms, supplements, amendments or restatements shall include any provisions that are inconsistent with the terms of the Plan as then in effect unless the Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company. Without limiting the foregoing, the Committee is specifically authorized to adopt rules and procedures with respect to Participants who are foreign nationals or employed in non-U.S. jurisdictions regarding the exclusion of particular Subsidiaries from participation in the Plan, eligibility to participate, the definition of Base Pay, handling of payroll deductions or other contributions by Participants, payment of interest, conversion of local currency, data privacy security, payroll tax, withholding procedures, and/or establishment of bank or trust accounts to hold payroll deductions or contributions.

## ARTICLE 6. GRANTING OF OPTIONS

### 6.1 Number of Option Shares.

On the applicable Offering Date, a participating Employee shall be deemed to have been granted an option to purchase on the Offering Purchase Date a number of Shares (rounded down to the nearest whole Share) determined by dividing such participating Employee's contributions accumulated through such Offering Purchase Date and retained in the participating Employee's account as of the Offering Purchase Date by the applicable Purchase Price; provided, however, that the maximum number of Shares an Employee may purchase during each Offering shall be limited in such manner as the Committee determines so that the aggregate number of Shares that a Participant may purchase during any calendar year does not exceed the limitation of Code Section 423(b)(8) and Section 3.2(b) above (i.e., the maximum Offering Date Fair Market Value of Shares purchased by a Participant may not exceed \$25,000 per calendar year); and provided further that such purchases shall be subject to the limitations set forth in Section 4.1 and Article 9 and any other applicable provisions of the Plan.

6.2 Purchase Price. The per Share Purchase Price of Shares purchased under the Plan during each Offering for a Participant hereunder shall be equal to 95% of the Fair Market Value of a Share on the applicable Offering Purchase Date.

6.3 Over-Subscribed Offerings. Any provision herein to the contrary notwithstanding, the number of Shares which a Participant may purchase in an Offering under the Plan shall be reduced as provided in Section 9.1 if the Offering is over-subscribed.

#### ARTICLE 7. EXERCISE OF OPTIONS

7.1 Automatic Exercise. Unless a Participant delivers written notice of withdrawal to the Company as hereinafter provided, the Participant's option to purchase Shares under the Plan with respect to any Offering Period will be deemed to have been exercised automatically on the Offering Purchase Date applicable to such Offering, for the purchase of the number of whole Shares which the accumulated payroll deductions credited to the Participant's account at that time will purchase at the applicable Purchase Price (but not in excess of the maximum number of Shares for which an option may be granted to the Participant pursuant to Sections 3.2(b) and 6.1 and the limitations of Section 4.1 and 9.1), and any excess in the Participant's account at that time will be returned to the Participant.

7.2 Withdrawal of Account. By written notice delivered to the Human Resources Department of the Company at any time prior to the Offering Purchase Date applicable to any Offering, a Participant may elect to withdraw and be paid all the accumulated payroll deductions credited to the Participant's account at such time.

7.3 Transferability of Purchase Option. During a Participant's lifetime, options to purchase Shares under the Plan held by such Participant shall be exercisable only by that Participant.

7.4 Transfer of Shares. As soon as reasonably practicable after each Offering Purchase Date, the Company will arrange for the delivery to each Participant of the Shares purchased upon exercise of his or her option with respect to the Offering in question. The Committee may permit or require that the Shares be deposited directly into an ESPP Share Account established in the name of the Participant with a Designated Broker and may require that the Shares be retained with such Designated Broker for a specified period of time. Without limiting the foregoing, no Participant may sell, transfer or otherwise dispose of the Shares purchased under this Plan within ninety (90) days after the acquisition of those Shares and each Participant shall execute such agreements and take such further actions as the Company may require to give effect to such restrictions on transfer.

#### ARTICLE 8. WITHDRAWAL

8.1 In General. At any time during an Offering prior to the applicable Offering Purchase Date, a Participant may withdraw from an Offering (and thereby withdraw payroll deductions credited to the Participant's account under the Plan) at any time by delivering written notice to the Human Resources Department of the Company. All of the Participant's payroll deduction amounts credited to the Participant's account since commencement of the Offering will be paid to the Participant promptly after receipt of the Participant's notice of withdrawal, and no further payroll deductions will be made from the Participant's pay during such Offering. The Company may, at its option, treat any attempt to borrow by an Employee on the security of the Employee's payroll deductions as an election, under Section 8.1, to withdraw such deductions.

8.2 Effect on Subsequent Participant. A Participant's withdrawal from any Offering will not have any effect upon the Participant's eligibility to participate in any succeeding Offering or in any similar plan which may hereafter be adopted by the Company.

8.3 Termination of Employment. Upon termination of the Participant's employment for any reason including retirement (but excluding death while in the employ of the Company or a Subsidiary) during

but prior to the end of an Offering Period, the remaining payroll deduction amounts credited to the Participant's account will be returned to the Participant, or, in the case of the death of the Participant subsequent to the termination of the Participant's employment, to the person or persons entitled thereto under Section 11.1. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the Participant is on military leave, sick leave or other leave of absence approved by the Company or a participating Subsidiary that meets the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three (3) months, or such other period of time specified in Treasury Regulation Section 1.421-1(h)(2), and the individual's right to re-employment is not guaranteed by statute or contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period, or such other period specified in Treasury Regulation Section 1.421-1(h)(2).

8.4 Termination of Employment Due to Death. Upon termination of the Participant's employment because of death, the Participant's beneficiary (as defined in Section 11.1) shall have the right to elect, by written notice given to the Human Resources Department of the Company prior to the Offering Purchase Date, either:

(a) to withdraw all of the payroll deductions credited to the Participant's account under the Plan, or

(b) to exercise the Participant's option for the purchase of Shares on the Offering Purchase Date next following the date of the Participant's death for the purchase of the number of full Shares which the accumulated payroll deductions in the Participant's account at the date of the Participant's death will purchase at the applicable Purchase Price, and any excess in such account will be returned to said beneficiary, without interest.

If no such written notice of election shall be duly received by the Human Resources Department of the Company, the beneficiary shall automatically be deemed to have elected, pursuant to paragraph (b), to exercise the Participant's option.

## ARTICLE 9. SHARES

9.1 Maximum Shares. The maximum number of Shares that may be issued under the Plan, subject to adjustment upon changes in capitalization of the Company as provided in Section 11.4, shall be 500,000 shares for all Offerings. If the total number of Shares for which options are exercised on any Offering Purchase Date exceeds the maximum number of Shares authorized for the applicable Offering or the maximum number of Shares remaining available for all Offerings, the Company shall make a pro-rata allocation of the Shares available for delivery and distribution in as nearly a uniform manner as shall be practicable and as it shall determine to be equitable, and the balance of payroll deductions credited to the account of each Participant shall be returned to the Participant as promptly as possible.

9.5 Participant's Interest in Shares. Participants shall not have any voting, dividend or other rights of a shareholder with respect to Shares subject to any option granted hereunder until such Shares have been issued and delivered pursuant to Section 7.4.

9.6 Registration of Stock. Shares to be delivered to a Participant under the Plan shall be registered in the name of the Participant, or, if the Participant so directs by written notice to the Human Resources Department of the Company delivered prior to the Offering Purchase Date applicable thereto, in the names of the Participant and one such other person as may be designated by the Participant, as joint tenants with rights of survivorship.

9.7 Security Law Restrictions on Exercise. The Committee may, in its discretion, require as conditions to the exercise of any option that (i) the Shares reserved for issuance upon the exercise of the option shall have been duly listed, upon official notice of issuance, upon a stock exchange or automated quotation system, and (ii) a Registration Statement under the Securities Act of 1933, as amended, with respect to said shares shall be effective. Additionally, notwithstanding any other provision of the Plan, the Plan and the participation in the Plan by any individual who is then subject to Section 16 of the Exchange Act shall be subject to any additional limitations set forth in any applicable exemption rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, the Plan shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

## ARTICLE 9. ADMINISTRATION

9.1 Appointment of Committee. The Committee shall administer the Plan. Subject to Section 10.3 below, the other provisions of the Plan and such orders or resolutions not inconsistent with the provisions of the Plan as may from time to time be adopted by the Board of Directors, the Committee shall have full power and authority to: (a) determine when, to whom and how options to purchase Shares under the Plan shall be granted and the terms, provisions and conditions of each such Offering (which need not be identical from Offering to Offering); (b) designate from time to time which Subsidiaries of the Company shall be participating Subsidiaries whose Employees may participate in the Plan, which designation may be made without the approval of the stockholders of the Company; (c) impose a mandatory holding period pursuant to which Participants may not dispose of or transfer Shares purchased under this Plan for a period of time determined by the Committee in its discretion; (d) construe and interpret the Plan and any rights granted under it; (e) establish, amend, and revoke rules and regulations for the Plan's administration; (f) correct any defect, omission, or inconsistency in the Plan or any Offering in a manner and to the extent it shall deem necessary or expedient to administer the Plan, subject to Section 423 of the Code; (g) generally, exercise such powers and to perform such acts as the Committee deems necessary or expedient to promote the best interests of the Company and its participating Subsidiaries and to carry out the intent that Plan be treated as an "employee stock purchase plan" within the meaning of Section 423 of the Code; (h) appoint such agents as it shall deem appropriate for the proper administration of the Plan and authorize any person to execute on behalf of the Company any instrument required to carry out the purposes of the Plan; and (i) exercise full discretion and make any other determinations and take any other action that the Committee deems necessary or desirable for administration of the Plan. Decisions of the Committee regarding the Plan shall be final, conclusive and binding on all persons, including the Company, any Participant, and any Subsidiary.

10.2 Delegation. The full Committee may also delegate to a subcommittee or the Company's Chief Executive Officer the right to take action on behalf of the Committee pursuant to the Plan. Any such delegation of authority shall be revocable prospectively by the Committee at any time and shall be subject to such limitations and procedures as the Committee may specify. Any action within the scope of its or her authority by such a subcommittee or the Chief Executive Officer under Section 10.2 shall be deemed for all purposes under the Plan to have been taken by the full Committee and references in the Plan to the "Committee" shall be deemed to include such a Subcommittee or the Chief Executive Officer acting within the scope of its or her delegated authority under Section 10.2, as applicable, unless the context otherwise requires.

9.2 Rules Governing the Administration of the Committee. The Committee shall act pursuant to a vote of the majority of its members, whether present or not, or by the written consent of the majority of its members and minutes shall be kept of all of its meetings and copies thereof shall be provided to the Board. Subject to the limitations prescribed by the Plan and the Board, the Committee may establish and follow such rules and regulations for the conduct of its business as it may determine to be advisable.

10.1 Designation of Beneficiary. A Participant may file with the Human Resources Department of the Company, a written designation, which may be electronic, of a beneficiary who is to receive any Shares and/or cash under the Plan upon the Participant's death. Such beneficiary designation may be changed by the Participant at any time by written notice to the Human Resources Department of the Company. Any designation of a Participant's spouse shall be automatically revoked upon the final divorce of the Participant from that designated spouse. Upon the death of a Participant and upon receipt by the Company of proof of the identity and existence at the Participant's death of a beneficiary validly designated by the Participant under the Plan, the Company shall deliver such Shares and/or cash to such beneficiary. Upon the death of a Participant and in the absence of a validly designated surviving beneficiary, the Company shall deliver such Shares and/or cash to the executor or administrator of the deceased Participant's estate, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares and/or cash to the spouse or to any one or more dependents of the deceased Participant as the Company may designate. No beneficiary shall, prior to the death of the Participant by whom such beneficiary has been designated, acquire any interest in the Shares or cash credited to the Participant under the Plan.

10.2 Transferability. Neither payroll deductions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive Shares under the Plan may be assigned, transferred, pledged, or otherwise disposed of in any way by the Participant other than by will or the laws of descent and distribution. Any such attempted assignment, transfer, pledge or other disposition shall be without effect, except that the Company may treat such act as an election to withdraw funds in accordance with Section 8.1.

10.3 Compliance with Code Section 423. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, all Eligible Employees who are granted options under the Plan shall have the same rights and privileges. The Plan is intended to qualify as an "employee stock purchase plan" under Section 423 of the Code. Any provision of the Plan that is inconsistent with Section 423 of the Code shall be reformed to comply with Section 423 of the Code.

10.4 Adjustment Upon Changes in Capitalization; Liquidation; Corporate Transactions.

(a) If, during any Offering the outstanding Shares are increased, decreased, changed into, or exchanged for a different number of kind of shares or securities of the Company through reorganization, merger, recapitalization, reclassification, stock split, reverse stock split or similar transaction, appropriate and proportionate adjustments may be made by the Committee in the number and/or kind of shares which are subject to purchase options under the Plan and in the Purchase Price applicable to such outstanding options. In addition, in any such event, the number and/or kind of shares of stock which may be offered in the quarterly Offerings described in Article 4 hereof and the maximum number of Shares reserved for issuance under Article 9 shall also be proportionately adjusted. No adjustments shall be made, however, for stock dividends. For purposes of this paragraph (a), any distribution of Shares to shareholders in an amount aggregating 20% or more of the outstanding Shares shall be deemed a stock split and any distributions of Shares aggregating less than 20% of the outstanding Shares shall not be deemed a stock dividend.

(b) Unless otherwise determined by the Committee, in the event of a proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a new Offering Purchase Date, the Offering Period will end immediately prior to the proposed dissolution or liquidation and the new Offering Purchase Date will be immediately before the date of the Company's proposed dissolution or liquidation. Before the new Offering Purchase Date, the Committee will provide each

Participant with written notice, which may be electronic, of the new Offering Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 8.1.

(c) In the event of a Corporate Transaction with respect to the Company, each outstanding option under the Plan may be assumed or an equivalent option substituted by the successor corporation or a parent or subsidiary of such successor corporation. Such substitution or assumption will occur in a manner that complies with Section 424 of the Code and the Treasury Regulations thereunder. If the successor corporation refuses to assume or substitute the options, the Offering Period with respect to which the option relates will be shortened by setting a new Offering Purchase Date on which the Offering Period will end. The new Offering Purchase Date will occur immediately before the date of the Corporate Transaction. Prior to the new Offering Purchase Date, the Committee will provide each Participant with written notice, which may be electronic, of the new Offering Purchase Date and that the Participant's option will be exercised automatically on such date, unless before such time, the Participant has withdrawn from the Offering in accordance with Section 8.1.

10.5 Amendment and Termination. The Board of Directors shall have complete power and authority to terminate or amend the Plan; provided, however, that the Board of Directors shall not, without the approval of the stockholders of the Corporation (a) increase the maximum number of Shares which may be issued under any Offering (except by the Committee pursuant to Section 11.4); or (b) change the Plan in any manner that would be considered the adoption of a new plan within the meaning of Treasury Regulations Section 1.423-2(c)(4). Additionally, without shareholder consent and without regard to whether any Participant rights may be considered to have been adversely affected, subject to the first sentence of this Section 11.5 and to the extent permitted by Section 423 of the Code, the Committee shall be entitled to change or terminate the Offering Periods, limit the frequency and/or number of changes in the amount withheld from Base Pay during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant to adjust for delays or mistakes in the Company's processing of payroll withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Shares for each Participant properly correspond with amounts withheld from the Participant's Base Pay, and establish such other limitations or procedures as the Committee determines in its sole discretion to be advisable that are consistent with this Plan.

10.6 Effective Date: Term. This Plan shall be effective on July 1, 2026 provided that the Plan shall not become effective unless it has been approved by the holders of a majority of the Company's Shares voted at a duly constituted meeting of the shareholders of the Company on or before July 1, 2026. Once effective, the Plan shall have a term of ten (10) years unless terminated earlier pursuant to Section 11.4.

10.7 No Employment Rights. The Plan does not, directly or indirectly, create in any Employee or class of Employees any right with respect to continuation of employment by the Company or any Subsidiary, and it shall not be deemed to interfere in any way with the Company's or any Subsidiary's right to terminate, or otherwise modify or terminate, an Employees' employment at any time.

10.8 Effect of Plan. The provisions of the Plan shall, in accordance with its terms, be binding upon, and inure to the benefit of, all successors of each Participant in the Plan, including, without limitation, such Participant's estate and the executors, administrators or trustees thereof, heirs and legatees, and any receiver, trustee in bankruptcy or representative of creditors of such employee.

11.9 Compliance with Laws. The obligations of the Company with respect to payments under the Plan are subject to compliance with all applicable laws and regulations. Shares shall not be issued with

respect to an option granted under the Plan unless the exercise of such option and the issuance and delivery of the Shares complies with all applicable provisions of law, including, without limitation, the Securities Act of 1933, the Exchange Act, and the requirements of any stock exchange upon which the Shares may then be listed.

11.10 Withholding. To the extent required by applicable federal, state or local law, a Participant must make arrangements satisfactory to the Company for the payment of any withholding or similar tax obligations that arise in connection with the Plan.

11.11. Electronic Forms. To the extent permitted by applicable law and in the discretion of the Committee, the Company and an Eligible Employee may submit any form or notice as set forth herein by means of an electronic form approved by the Committee. Before the commencement of an Offering Period, the Committee shall prescribe the time limits within which any such electronic form shall be submitted to the Committee with respect to such Offering Period to be a valid election.

11.12 Governing Law. This Plan and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of Utah, without reference to principles of conflict of laws.

11.13 Reports. Statements of account shall be given to Participants at least annually if a Participant exercises his or her rights to purchase Shares under this Plan for the applicable year, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of Shares purchased, and the remaining cash balance, if any.

11.14 Severability. If any provision of the Plan shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and the Plan shall be construed as if such invalid or unenforceable provision were omitted.

11.15 Headings. The headings of sections herein are included solely for convenience and shall not affect the meaning of any of the provisions of the Plan.

11.16 Successors and Assigns. The Plan shall be binding on the Company and its successors and assigns.

11.17 Entire Plan. This Plan constitutes the entire plan with respect to the subject matter hereof. No further options to purchase Shares shall be granted under the Company's restated 1996 Employee Stock Purchase Plan on or after the effective date of this Plan, but any options granted under that prior employee stock purchase plan shall remain governed by that prior plan.

## ARTICLE 12. EXECUTION

To record the adoption of the Plan as set forth above, the Company has caused its duly authorized officer to execute this Plan document this 14<sup>th</sup> day of May, 2026.

MERIT MEDICAL SYSTEMS, INC.

By: /s/ Martha G. Aronson

Title: President and Chief Executive Officer

**MERIT MEDICAL SYSTEMS, INC 2026 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Restricted Stock Unit Award Agreement (this “Award Agreement”), dated effective as [ ], 202[ ] (the “Grant Date”), is made by and between Merit Medical Systems, Inc. (the “Company”), and [ ], a director of the Company (“you”).

**1. Award of Restricted Stock Units**

The Company hereby grants to you an award of restricted stock units (“RSUs”) with respect to its common stock, no par value (the “Shares”), pursuant to the Merit Medical Systems, Inc. 2026 Equity Incentive Plan (as amended from time to time, the “Plan”), subject to the terms and conditions set forth in this Award Agreement and the Plan. The RSUs constitute Restricted Stock Units and this Award Agreement constitutes an “Award Agreement” under the Plan. Capitalized terms used but not otherwise defined in this Award Agreement have the applicable meanings set forth in the Plan. With respect to your RSUs granted hereunder, the applicable Total Number of Shares are as follows:

**Total Number of Shares** [ ] (the “Total Number of Shares”)

**2. Vesting Conditions to Award**

Subject to the other terms and conditions of this Award Agreement and the Plan, you will be entitled to a payment in Shares with respect to your RSUs based on your Total Number of Shares set forth above and the vesting provisions contained herein. Except as otherwise provided in Section 3 below, you shall become vested in the RSUs on the date that is 350 following the Grant Date (the “Vesting Date”) and in accordance with the Plan, subject to your Continuous Service with the Company through the Vesting Date. Failure to satisfy the foregoing service-based vesting condition will result in total forfeiture of your RSUs and all rights to payment hereunder.

**3. Effect of a Change in Control**

If a Change in Control occurs, your RSUs and this Award Agreement will be treated as provided in Section 11 of the Plan. “Change in Control” has the meaning set forth in the Plan; provided, that no event will constitute a Change of Control unless it is described in Code Section 409A(a)(2)(A)(v) and the Treasury Regulations thereunder.

**4. Payment**

- (a) Timing of Settlement. Subject to Section 2 of this Award Agreement, promptly following the Vesting Date the Company will issue to you the Total Number of Shares. Such issuance and payment will be made in accordance with Section 4(c) below within the thirty (30) day period following the Vesting Date.
- (b) No Dividend Equivalents. No Dividend Equivalents will be paid on or with respect to the RSUs.
- (c) Form of Payment. All amounts payable with respect to your RSUs will be paid in the form of Shares. RSUs will not be settled or paid in cash.
- (d) Taxes. Taxes may be assessed and/or withheld as required by law at applicable United States federal, state and/or other tax rates (under the laws of the jurisdictions in which you reside or that may otherwise be applicable to you) with respect to your RSUs and the issuance of Shares in payment of your RSUs. Notwithstanding anything in this Award Agreement to the contrary, the issuance of Shares in payment of your RSUs described in this Award Agreement will be reduced by a number of Shares having a then Fair Market Value equal to the amount necessary to satisfy the minimum tax withholding obligations applicable to such RSUs and Share issuance.

**5. Other Provisions**

- (a) Future Adjustments. In the event of changes in the outstanding Shares or in the capital structure of the Company by reason of any stock or extraordinary cash dividend, stock split, reverse stock split, an extraordinary corporate transaction such as any recapitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the Grant Date, the Committee may make such adjustments to the Total Number of Shares subject to this Award Agreement pursuant to Section 12.2 of the Plan.
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- (b) No Guaranty of Future Awards. This Award Agreement in no way guarantees you the right to or expectation that you may receive similar awards with respect to any other period which the Committee may, in its discretion, establish and as to which the Committee may elect to grant Awards under the Plan.
- (c) No Rights as Shareholder. You will not be considered a shareholder of the Company with respect to the Shares covered by this Award Agreement unless and until such underlying Shares are issued to you in settlement of your RSUs.
- (d) No Rights to Continued Service. This Award Agreement will not be deemed to create a contract or other promise of continued service as a director or otherwise with the Company and will not in any way prohibit or restrict the ability of the Company to terminate your service at any time for any reason, with or without cause, at will with or without notice.
- (e) Compliance with Section 409A of the Code. This Award Agreement and your RSUs are intended to constitute and result in a “short-term deferral” that is exempt from the definition of a “nonqualified deferred compensation plan” under Section 409A of the Code.
- (f) Plan. All terms and conditions of the Plan are incorporated herein by reference and constitute an integral part hereof. In the event of any conflict between the provisions of this Award Agreement and the Plan, the provisions of the Plan, including without limitation Sections 4.2, 13.5, 13.6 and 13.15 of the Plan, will govern and be controlling.
- (g) Transfers. Neither the RSUs nor the right to receive Shares hereunder may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by you. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the rights relating thereto will be wholly ineffective. Notwithstanding the foregoing, in the event of your death, Shares deliverable with respect to the vested RSUs will be delivered to your designated beneficiary under the Plan (or if none, to your estate).
- (h) Securities Law Restrictions. The issuance of Shares hereunder is conditioned upon compliance by the Company and you with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's Shares may be listed. No Shares will be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. In addition, the Company may require that prior to the issuance of Shares hereunder you enter into a written agreement to comply with any restrictions on subsequent disposition that the Company deems necessary or advisable under any applicable federal and state securities laws. The Shares issued hereunder may be legended to reflect such restrictions.
- (i) Governing Law. This Award Agreement will be construed and interpreted in accordance with the laws of the State of Utah without regard to conflict of law principles.
- (j) Entire Agreement. This Award Agreement supersedes in its entirety all prior undertakings and agreements of the Company and you, whether oral or written, with respect to the RSUs granted hereunder.

**By executing and accepting this Award Agreement, you agree to be bound as a Participant by the terms and conditions herein, the Plan and all conditions established by the Committee and the Company in connection with Awards issued under the Plan.**

**MERIT MEDICAL SYSTEMS, INC.**

\_\_\_\_\_  
 [Name] [ ]  
 [Office]

**SUMMARY OF MERIT MEDICAL SYSTEMS, INC. 2026 EQUITY INCENTIVE PLAN**

The following is a brief description of the principal features of the Merit Medical Systems, Inc. 2026 Equity Incentive Plan (the “2026 Equity Incentive Plan”). This summary does not contain all of the terms and conditions of the 2026 Equity Incentive Plan and is qualified in its entirety by reference to the full text of the 2026 Equity Incentive Plan which is included as Exhibit 10.1 to the Current Report on Form 8-K filed by Merit Medical Systems, Inc. (the “Company”) with the Securities and Exchange Commission (the “Commission”) on May 19, 2026. This summary is derived from the summary of the 2026 Equity Incentive Plan set forth in the Company’s definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 31, 2026 (the “Proxy Statement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Proxy Statement.

**Purpose**

The purpose of the 2026 Equity Incentive Plan is to assist the Company and its subsidiaries in attracting and retaining qualified individuals to serve as directors and employees of, and consultants and advisors to, the Company and our subsidiaries. The Board of Directors of the Company (the “Board”) believes that the awards granted under the 2026 Equity Incentive Plan will align incentives of such individuals to those of our shareholders and help us achieve our long-term objectives, which in turn will inure to the benefit of all our shareholders. These incentives will be provided through such combination of one or more of the following types of awards as the Compensation and Talent Development Committee of the Board (the “Compensation Committee”) may determine: stock options, stock appreciation rights, restricted stock, restricted stock units, performance stock units and other share-based awards.

**Eligibility**

All directors, employees, consultants and advisors of the Company and our subsidiaries will be eligible to receive awards under the 2026 Equity Incentive Plan, subject to selection as award recipients by the Compensation Committee or its delegate. Plan participation is, therefore, based upon selection by the Compensation Committee. The Compensation Committee has not yet determined who will receive future awards under the 2026 Equity Incentive Plan. As of the March 20, 2026, if the 2026 Equity Incentive Plan had been in effect, there were approximately 7,600 employees of the Company and its subsidiaries (including six total executive officers, which includes five named executive officers (each an “NEO”)) and nine non-employee directors who would have been potentially eligible to participate in the Plan pursuant to the terms of the Plan. As of such date, we estimate that no consultants or advisors would have been eligible to participate in the Plan.

**Administration**

The Compensation Committee will administer the 2026 Equity Incentive Plan. The Compensation Committee will have broad authority to interpret and construe the provisions of the 2026 Equity Incentive Plan and to make all decisions and determinations relating to the operation of the 2026 Equity Incentive Plan, including the authority and discretion to:

- select the individuals to receive awards under the plan, and the types and amounts of awards to be granted;
  - oversee the valuation of our Common Stock for purposes of grants of awards;
  - determine the time or times when, and performance-based or other conditions under which, stock option, stock appreciation right, restricted stock, restricted stock unit, performance stock unit or other
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awards will vest; provided that awards generally may not vest prior to one year from their date of grant (or prior to 350 days from the date of grant in the case of awards to non-employee directors);

- establish the terms and conditions upon which awards may be exercised or settled;
- establish and approve the forms of the written (including electronic) award agreements pursuant to which awards will be issued and documented;
- prescribe, amend and rescind rules relating to the 2026 Equity Incentive Plan, including creating sub-plans; and
- modify or amend the plan and awards, subject in certain cases to shareholder or participant approval.

Subject to certain limitations, the Compensation Committee may delegate to a subcommittee or to the CEO, if the CEO is then serving as a director of the Company, authority to make option grants to employees other than executive officers and directors.

The Compensation Committee's decisions, interpretations and other actions with respect to the 2026 Equity Incentive Plan are final and binding on all participants and will be given the maximum deference permitted by applicable law.

#### **Duration**

The 2026 Employee Incentive Plan became effective on May 13, 2026. The 2026 Equity Incentive Plan will continue in effect until May 13, 2036 unless sooner terminated by the Board; provided, that Awards issued under the 2026 Equity Incentive Plan prior to termination will continue in effect until their expiration, exercise or settlement date.

#### **Shares Subject to Plan**

A maximum Share Reserve of 2,700,000 shares of our Common Stock is authorized for issuance under the 2026 Equity Incentive Plan, subject to adjustment in the event of a change in Company capitalization as described below. The Share Reserve will not be increased by any otherwise available remaining or later forfeited shares under the 2018 Incentive Plan. Each share of our Common Stock subject to an award issued under the 2026 Equity Incentive Plan, whether pursuant to a stock option, stock appreciation right, restricted stock grant, restricted stock unit grant, performance stock unit grant or other award, will count as one share against the Share Reserve.

If an award expires or becomes un-exercisable without having been exercised in full, or, with respect to any Full Value Awards, the underlying shares are forfeited or are not issued due to failure to vest or satisfy other applicable conditions, the unpurchased shares (or for Full Value Awards, the forfeited or unissued shares) will become available for future grant and issuance under the 2026 Equity Incentive Plan.

In the event the outstanding shares of Common Stock are increased, decreased, changed into, or exchanged for a different number or kind of shares or securities through reorganization, merger, recapitalization, reclassification, stock split, reverse stock split or similar transaction (a Recapitalization), the Share Reserve under the 2026 Equity Incentive Plan will be proportionately adjusted.

We intend to register the new shares authorized for issuance under the 2026 Equity Incentive Plan on a Registration Statement on Form S-8 under the Securities Act of 1933, as amended, as soon as practicable after receiving shareholder approval.

#### **Limitation on Awards to Non-Employee Directors**

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Notwithstanding anything in the 2026 Equity Incentive Plan to the contrary, no non-employee director may be granted in any one Company fiscal year aggregate compensation in the form of cash, shares or other plan awards for such Board service having an aggregate value (measured as of the grant date and calculated based on the grant date fair value of plan awards for financial reporting purposes) in excess of \$750,000 (or in excess of \$1,000,000 in the non-employee director's initial fiscal year of service as such).

### **Types of Awards under the 2026 Equity Incentive Plan**

The 2026 Equity Incentive Plan provides for the following types of awards: (a) stock options; (b) stock appreciation rights; (c) restricted stock; (d) restricted stock units, including performance stock units; and (e) other share-based awards. Awards under the 2026 Equity Incentive Plan may vest based upon such factors as are determined by the Compensation Committee and set forth in the applicable award agreement, including without limitation the participant's continuing future service through specified dates, the achievement of performance targets and other factors. Except in the case of certain Change in Control transactions with respect to the Company as described below, all awards under the 2026 Equity Incentive Plan will have a minimum vesting requirement of at least one year of continuous service from the date of grant (or in the case of grants to non-employee directors, at least 350 days of continuous director service from the date of grant).

#### ***Stock Options***

The Compensation Committee may from time to time award options to any 2026 Equity Incentive Plan participant. Stock options will give the holder the right to purchase shares of our Common Stock within a specified time at a specified exercise price. Two types of stock options may be granted under the 2026 Equity Incentive Plan: (a) incentive stock options (ISOs), which are subject to special tax treatment as described below and which are limited to employees of the Company and our subsidiaries and special limitations under the Code; and (b) non-statutory options (NSOs), which are available to all directors, employees, consultants and advisors of the Company and our subsidiaries. The aggregate number of shares that may be acquired through ISOs will not exceed the Share Reserve.

The exercise price per share of an option granted under the 2026 Equity Incentive Plan cannot be less than 100% of the fair market value of a share on the date of grant (or in the case of ISOs granted to any individual who owns, as of the date of grant, stock possessing more than ten (10) percent of the total combined voting power of all classes of our Common Stock (a Ten Percent Owner), not less than 110% of the fair market value of a share on the date of grant). The term of an option may not exceed seven years from its date of grant (or in the case of an ISO granted to a Ten Percent Owner, not more than five years from the date of grant).

After the termination of service of an employee, director or consultant, he or she may exercise the otherwise vested exercisable portion of his or her option for the period of time stated in his or her option award agreement. In the absence of another applicable exercise deadline specified in the applicable award agreement, the option will generally remain exercisable for three months following the termination of service. An option, however, may not be exercised later than the expiration of its stated maximum term. A participant may pay the applicable option exercise price in cash, by certified check or by wire transfer, or if permitted under the applicable award agreement or by the Compensation Committee, by tendering previously acquired shares, by withholding of shares or through a cashless broker-assisted exercise program.

Other than appropriate adjustments to reflect a Recapitalization, the Compensation Committee may not without the approval of our shareholders: (a) lower the option exercise price of an option after it is granted; (b) cancel an option when the option exercise price exceeds the fair market value of the underlying shares in exchange for another award; or (c) take any other action with respect to an option that may be treated as a repricing under the rules and regulations of Nasdaq.

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### ***Stock Appreciation Rights***

The Compensation Committee may grant stock appreciation rights under the 2026 Equity Incentive Plan to eligible participants. A stock appreciation right is the right to receive payment of an amount equal to (i) the excess of (A) the fair market value of a share of Common Stock on the date of exercise of the award over (B) the fair market value of a share of Common Stock on the date of grant of the award, multiplied by (ii) the aggregate number of shares of Common Stock subject to the award. The Compensation Committee shall determine the time or times at which a stock appreciation right may be exercised in whole or in part, provided that the term of any stock appreciation right will not exceed seven years. Upon exercise of a stock appreciation right, the amount payable under the award will be paid in shares of Common Stock.

### ***Restricted Stock***

The Compensation Committee may grant restricted shares of Common Stock under the 2026 Equity Incentive Plan to such eligible participants, in such amounts, at such purchase prices (including zero) and subject to such terms and conditions (including time-based and performance-based vesting conditions) as the Compensation Committee determines in its discretion. Awards of restricted stock may be made in exchange for services or other lawful consideration. Awards of restricted stock will be subject to transfer restrictions and the requirement that the shares be forfeited to the Company unless the vesting conditions set forth in the applicable award agreement are met. Subject to those restrictions, conditions and forfeiture provisions, any recipient of an award of restricted stock will have all the rights of a shareholder of the Company, including the right to vote the shares upon grant subject to those restrictions, conditions and forfeiture provisions. Dividends otherwise payable on shares of restricted stock, however, will not be paid unless and until the shares of restricted stock vest.

### ***Restricted Stock Units and Performance Stock Units***

The Compensation Committee may grant restricted stock units under the 2026 Equity Incentive Plan. Restricted stock units represent a right to receive at one or more specified later settlement dates a payment in the form of shares of our Common Stock having a value determined by reference to a designated number of shares of our Common Stock. Restricted stock units may be granted to such eligible participants, in such amounts, and subject to such terms and conditions (including vesting conditions) as the Compensation Committee determines in its discretion.

Restricted stock units may be granted in a manner under which the applicable vesting and number of shares earned and issuable upon vesting and later settlement, is conditioned upon the participant's period of continuing service following the date of grant and/or the attainment of designated performance goals measured over specified performance periods. The latter type of restricted stock units are referred to "performance stock units." If the combined continuing service and performance requirements applicable to a performance stock unit award are met, the grantee of such performance stock units will receive shares of Common Stock equal to the applicable number of vested shares of Common Stock set forth in the applicable award agreement.

### ***Performance Measures, Goals and Attainment***

In the case of performance stock units and other awards under the 2026 Equity Incentive Plan the vesting or settlement value of which wholly or partially performance-based, the Compensation Committee will have discretion to set the applicable financial, operational and other quantitative and qualitative measures to be taken into account, the target and other goals applicable to the awards, and the period over which performance is to be measured. Designated performance measures and goals may be Company-wide, subsidiary, divisional or department specific, based on individual performance criteria, or a combination thereof. The Compensation Committee may in its discretion modify such performance measures, goals and periods or the actual levels of achievement, in whole or in part, as the Compensation Committee deems

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appropriate and equitable to take into account changes in law or accounting standards or other extraordinary events.

#### ***Other Share-Based Awards***

The Compensation Committee may also make other awards payable in the form of shares of Common Stock under the 2026 Equity Incentive Plan subject to the satisfaction of specified performance or other criteria. Other share-based awards shall be paid in shares of Common Stock only.

#### **Dividends and Dividend Equivalents**

No dividends or dividend equivalents will be paid with respect to stock option rights or stock appreciation rights. Any dividends payable on shares of restricted stock or dividend equivalents provided for in the award agreement in the case of restricted stock units or performance stock units will be subject to the same restrictions on vesting and payment as the shares under the applicable award.

#### **Effect of a Change in Control**

Under the 2026 Equity Incentive Plan, in the event of a Change in Control with respect to the Company, the transaction documents may provide that some or all awards will be assumed by the successor entity (or its parent or subsidiary), replaced by substantially equivalent substitute equity awards of the successor entity (or its parent or subsidiary), or remain outstanding at the Company level in accordance with their original terms. There will be no automatic “single trigger” accelerated exercisability, vesting, settlement, deemed performance satisfaction or payout of such continuing, assumed or substituted awards; provided, however, the award agreement may provide for acceleration if a Change in Control occurs and the applicable participant’s employment is terminated without “cause” or he or she resigns for “good reason” within 18 months (or such other shorter period as is designated in the applicable award agreement) after the Change in Control.

Alternatively, upon a Change in Control in which outstanding awards will not be assumed or replaced, the Compensation Committee may elect to cancel all or any portion of the outstanding awards under the 2026 Equity Incentive Plan in exchange for a payment (in cash, shares or other property) equal to the value of the cancelled awards computed as if they were fully exercisable and vested and as if all applicable performance goals were satisfied at 100% of target performance levels (or if greater, the level of target performance goals actually attained).

A Change in Control means: (a) certain changes in the majority of the Board within a 12-month period; (b) the acquisition by any person of 50% or more of the voting securities of the Company; (c) consummation of a merger or reorganization of the Company in which neither the Company nor another entity controlled by our shareholders is the surviving entity; (d) a sale or other disposition of all or substantially all of our assets to another entity that is not controlled by our shareholders; or (e) shareholder approval of a liquidation of the Company.

#### **Recoupment and Clawback**

The Company is entitled to recoup compensation of whatever kind paid under the 2026 Equity Incentive Plan by the Company at any time to the extent required by applicable securities or other law or as provided in the Clawback Policy. See “Return of Incentive Compensation” on Page 56.

#### **Provisions for Foreign Participants**

The Compensation Committee may modify awards granted to participants who are foreign nationals or employed outside the United States or establish, amend or rescind rules, sub-plans or procedures under the

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2026 Equity Incentive Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefits or other matters.

### **General Provisions**

Unless authorized by the Compensation Committee in the agreement evidencing an award granted under the 2026 Equity Incentive Plan, awards may not be transferred other than by will or the laws of descent and distribution, and may be exercised during the participant's lifetime only by the participant or the participant's guardian or legal representative.

The Board may, from time to time, alter, amend, suspend or terminate the 2026 Equity Incentive Plan. However, if any amendment (i) will materially increase the number of shares which may be issued under the 2026 Equity Incentive Plan, (ii) will materially modify the requirements for participation in the 2026 Equity Incentive Plan, or (iii) must otherwise be approved by the Company's shareholders in order to comply with applicable law or the Nasdaq listing requirements, then such amendment will be subject to shareholder approval and will not be effective unless and until such approval has been obtained. Additionally, no amendment or termination may substantially impair rights under any outstanding award without the consent of an affected participant.

Unless sooner terminated by the Board of Directors, the 2026 Equity Incentive Plan will automatically terminate on the 10-year anniversary date of the plan's effective date. No grants may be made under the plan following the date of termination, although grants made prior to that date will remain outstanding following the termination of the 2026 Equity Incentive Plan until their scheduled expiration date.

Awards under the 2026 Equity Incentive Plan will be subject to the withholding of taxes to the extent required by the Code or other applicable law. The Compensation Committee may authorize the withholding of shares subject to an award to satisfy required tax withholding.

### **Certain Federal Income Tax Consequences**

The following is a brief summary of certain U.S. federal income tax consequences relating to awards under the 2026 Equity Incentive Plan. This summary is made as of the date of this Proxy Statement, is not (and is not intended to be) complete, and does not describe state, local, foreign, or other tax consequences. The tax information summarized is not tax advice. The U.S. federal tax laws may change and the federal, state and local tax consequences for any participant will depend upon his or her individual circumstances. Tax consequences for any particular individual may be different. We advise participants to consult with a tax advisor regarding the tax implications of their awards under the 2026 Equity Incentive Plan.

*Tax Consequences to the Company.* To the extent that a participant recognizes ordinary income in the circumstances described below as a result of the grant, exercise or payment of an award under the 2026 Equity Incentive Plan, the Company or the subsidiary for which the participant performs services will be entitled to a corresponding deduction for income tax purposes, but only if, among other things, the expense: (a) meets the test of reasonableness; (b) is an ordinary and necessary business expense; (c) is not an "excess parachute payment" within the meaning of Section 280G of the Code, as described below; and (d) is not disallowed by the \$1 million limitation on executive compensation deductions under Section 162(m) of the Code, as described below.

*Tax Consequences to Participants.* The U.S. federal income tax consequences to participants receiving various types of awards under the 2026 Equity Incentive Plan are summarized below:

- **Nonqualified Stock Options.** In general, for recipients of NSOs: (a) no income will be recognized by the participant at the time an NSO is granted; (b) at the time of exercise of an NSO, ordinary income will be recognized by the participant in an amount equal to the difference between the option exercise price paid for the shares of Common Stock and the fair market value of the shares on the date of exercise; and
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(c) at the time of sale of shares of Common Stock acquired pursuant to the exercise of an NSO, appreciation (or depreciation) in value of the shares after the date of exercise will be treated as either short-term or long-term capital gain (or loss) depending on how long the shares have been held. For post-exercise appreciation in share value to qualify for long-term capital gain treatment, the shares must be held for more than one year from their date of issuance.

- Incentive Stock Options (ISOs). No income will be recognized by a participant upon the grant to the participant of an ISO. In general, no income will be recognized by the participant upon the exercise of an ISO for regular income tax purposes. However, the difference between the option price paid and the fair market value of the shares at exercise may constitute a preference item triggering alternative minimum tax on the participant. If shares of Common Stock are issued to a participant pursuant to the exercise of an ISO, and if no disqualifying disposition of such shares is made by such option holder within two years after the date of the grant or within one year after the issuance of such shares to the option holder, then upon later sale of such shares, any amount realized in excess of the option price will be taxed to the participant as long-term capital gain and any loss sustained will be a long-term capital loss. If shares of Common Stock acquired upon the timely exercise of an ISO are disposed of prior to the expiration of either holding period described above, the participant generally will recognize ordinary income in the year of disposition in an amount equal to the excess (if any) of the fair market value of such shares at the time of exercise (or, if less, the amount realized on the disposition of such shares if a sale or exchange) over the option exercise price paid for such shares. Any further gain (or loss) realized by the participant generally will be taxed as short-term or long-term capital gain (or loss) depending on the holding period.
  - Stock Appreciation Rights. No income will be recognized by a participant in connection with the grant of a stock appreciation right. When the appreciation right is exercised, the participant normally will be required to include as taxable ordinary income in the year of exercise an amount equal to the fair market value of any unrestricted shares of Common Stock or other property received on the exercise.
  - Restricted Stock. The recipient of restricted stock generally will not be subject to tax until the shares are no longer subject to forfeiture or restrictions on transfer for purposes of Section 83 of the Code (Restrictions). At such time, the participant will be subject to tax at ordinary income rates on the then fair market value of the restricted stock (reduced by any amount paid by the participant for such restricted stock). However, a participant who makes an election under Section 83(b) of the Code through a filing with the Internal Revenue Service within 30 days of the date of issuance of the shares will have taxable ordinary income on the date of transfer of the shares equal to the excess of the fair market value of such shares (determined without regard to the Restrictions) over the purchase price, if any, of such restricted stock. Any appreciation (or depreciation) after the date the value of the restricted stock initially becomes taxable to the participant which the participant later realizes upon a subsequent disposition of such shares will be treated as long-term or short-term capital gain (or loss) depending upon how long the shares have been held. If a Code Section 83(b) election has not been made, any dividends received with respect to shares of restricted stock that are subject to the restrictions generally will be treated as deferred compensation that is taxable as ordinary income to the participant.
  - Restricted Stock Units (including Performance Stock Units). Generally, no income will be recognized by a participant upon the award of restricted stock units, including performance stock units. The recipient of a restricted stock unit award or performance stock unit award generally will be subject to tax at ordinary income rates on the fair market value of any unrestricted shares of Common Stock received on the date that such shares are issued to the participant under the award (reduced by any amount paid, if any, by the participant for such restricted stock units). Similarly, any dividend equivalencies with respect to restricted stock units (including performance stock units) will be taxable as ordinary income to the recipient when vested and paid.
  - Other Share-Based Awards. No income generally will be recognized by a participant upon the grant of other Share-Based Awards until such awards become vested and payable. Upon payment in respect of other Share-Based Awards, the recipient generally will be required to include as taxable ordinary income
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in the year of receipt an amount equal to the then fair market value of any nonrestricted shares of Common Stock received.

*Section 280G of the Code.* Section 280G of the Code limits the deduction that the employer may take for otherwise deductible compensation payable to certain individuals if the compensation constitutes an “excess parachute payment.” Excess parachute payments arise from payments made to disqualified individuals that are in the nature of compensation and are contingent on changes in ownership or control of the employer or certain affiliates. Accelerated vesting or payment of awards under the Plan upon a change in ownership or control of the employer or its affiliates could result in excess parachute payments. In addition to the deduction limitation applicable to the employer, a disqualified individual receiving an excess parachute payment is subject to a 20% excise tax on the amount thereof.

*Section 162(m) of the Code.* Under Section 162(m) of the Code, income tax deductions of publicly-traded companies may be limited to the extent total compensation (including, without limitation, base salary, annual bonus, stock option exercises, and restricted stock vesting) for certain current or former executive officers exceeds \$1 million in any one taxable year. Although the Compensation Committee may take action to limit the impact of Section 162(m) of the Code, it also believes that deductibility of executive compensation is only one of several important considerations in setting compensation and reserves the right to approve executive compensation arrangements that are not fully tax deductible if it believes that doing so is in the best interests of the Company or our shareholders.

*Section 409A of the Code.* Generally, to the extent that deferrals of award, if any, fail to meet certain requirements under Section 409A of the Code, such awards will be subject to immediate taxation and tax penalties in the year they vest unless the requirements of Section 409A of the Code are satisfied. It is our intent that awards under the Plan will be structured and administered in a manner that complies with or is exempt from the requirements of Section 409A of the Code.

#### **New Plan Benefits**

We are unable to determine the amount of benefits that may be received by participants under the 2026 Equity Incentive Plan as grants of awards under the 2026 Equity Incentive Plan are discretionary with the Compensation Committee.

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**Summary of Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan**

The following is a brief description of the principal features of the Merit Medical Systems, Inc. 2026 Employee Stock Purchase Plan (the “2026 Employee Stock Purchase Plan”). This summary does not contain all of the terms and conditions of the 2026 Employee Stock Purchase Plan and is qualified in its entirety by reference to the full text of the 2026 Employee Stock Purchase Plan which is included as Exhibit 10.2 to the Current Report on Form 8-K filed by Merit Medical Systems, Inc. (the “Company”) with the Securities and Exchange Commission (the “Commission”) on May 19, 2026. This summary is derived from the summary of the 2026 Equity Incentive Plan set forth in the Company’s definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission on March 31, 2026 (the “Proxy Statement”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Proxy Statement.

**Purpose**

The purpose of the 2026 Employee Stock Purchase Plan is to provide a method whereby employees of the Company and any subsidiary designated by the Company, will have an opportunity to acquire a proprietary interest in the Company through the purchase of shares of Common Stock. The Board of Directors of the Company (the “Board”) believes that the 2026 Employee Stock Purchase Plan is important because it provides incentives to present and future employees of the Company and its subsidiaries by allowing them to share in the Company’s growth. The 2026 Employee Stock Purchase Plan is intended to qualify as an “employee stock purchase plan” under Section 423 of the Internal Revenue Code (the “Code”).

**Administration**

The Compensation and Talent Development Committee of the Board (the “Compensation Committee”) will administer the 2026 Employee Stock Purchase Plan. The Compensation Committee will have broad authority to interpret and construe the provisions of the 2026 Employee Stock Purchase Plan and to make all decisions and determinations relating to the operation of the 2026 Employee Stock Purchase Plan, including the authority and discretion to:

- determine eligibility and to whom, when and how options to purchase shares will be offered under the plan;
- establish the terms and conditions upon which options will be offered under the plan;
- establish and approve the forms of the written (including electronic) agreements pursuant to which options will be issued and documented;
- determine the allocation of available shares in oversubscribed offerings; and
- prescribe, amend and rescind rules relating to the plan, including creating sub-plans.

The Compensation Committee may delegate to a subcommittee or the Chief Executive Officer authority to act on behalf of the Compensation Committee with respect to the 2026 Employee Stock Purchase Plan.

The Compensation Committee’s decisions, interpretations and other actions with respect to the 2026 Employee Stock Purchase Plan are final and binding on all participants and will be given the maximum deference permitted by applicable law.

**Duration**

The 2026 Employee Stock Purchase Plan will become effective July 1, 2026 and will remain in effect through and until June 30, 2036 unless sooner terminated by the Board.

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## **Shares Subject to Plan**

A maximum of 500,000 shares of our Common Stock are available for issuance under the Employee Stock Purchase Plan. Notwithstanding the foregoing, in the event the outstanding shares of our Common Stock are increased, decreased, changed into, or exchanged for a different number or kind of shares or securities through reorganization, merger, recapitalization, reclassification, stock split, reverse stock split or similar transaction, the maximum number of shares available for issuance under the Employee Stock Purchase Plan will be proportionately adjusted. The closing price of a share of our Common Stock on the NASDAQ Global Select Market on March 20, 2026 was \$66.71 per share.

We intend to register the new shares authorized for issuance under the 2026 Employee Stock Purchase Plan on a Registration Statement on Form S-8 under the Securities Act of 1933, as amended, as soon as practicable after receiving shareholder approval.

## **Eligibility**

Participation in the 2026 Employee Stock Purchase Plan is limited to employees of the Company and any Company subsidiary designated by the Company who have completed 30 days of continuous employment with the Company or the designated subsidiary since their most recent employment commencement date and are customarily scheduled to work at least 20 hours a week. No employee will be granted an option under the 2026 Employee Stock Purchase Plan for a particular offering, however, (i) if such employee would own directly or indirectly or have the right to purchase 5% or more of the total combined voting power of the Company or (ii) which permits him or her to purchase in excess of \$25,000 of our Common Stock per calendar year. The Compensation Committee may also elect to exclude from any offering some or all “highly compensated employees” within the meaning of Code Section 414(q).

As of the Record Date, approximately 3,100 employees of the Company and its subsidiaries (including six total executive officers, which includes five NEOs) would have been eligible to participate in the 2026 Employee Stock Purchase Plan had it then been in effect. Non-employee directors of the Company are not eligible to participate in the 2026 Employee Stock Purchase Plan. We estimate that the same approximate number of employees will be eligible to participate in the 2026 Employee Stock Purchase Plan on its effective date. No non-employee directors of the Company are eligible to participate in the 2026 Employee Stock Purchase Plan.

## **Offerings Under the Plan**

The 2026 Employee Stock Purchase Plan provides for four three-month offering periods, commencing on the first trading day of each January, April, July and October, in each of the years during the term of the 2026 Employee Stock Purchase Plan and ending on the last trading day of such calendar quarter. The maximum number shares of our Common Stock that may be offered in any given quarterly offering period is 12,500 shares plus any unissued shares from prior offerings that could have been but were not issued in such prior offerings, but in no event more than the remaining unissued portion of the Share Reserve.

## **Granting of Options**

On each applicable quarterly offering commencement date, a participating eligible employee will be granted an option to purchase the number of shares of Common Stock determined by dividing the participant’s balance in his or her plan account on the last day of the offering period by the applicable purchase price per share of the Common Stock; provided, however, that (i) the maximum number of shares of Common Stock that a participating employee may purchase under all employee stock purchase plans of the Company during any calendar year may not exceed \$25,000 in fair market value; and (ii) the Compensation Committee may limit the number of shares each participant may purchase in a given offering to avoid oversubscription during the offering.

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### **Participation in an Offering**

An individual who is an eligible employee at the beginning of an offering may elect to participate in such offering by submitting an enrollment form (including by electronic form) to the Company authorizing the Company to make deductions from his or her base pay on each payday during the time the employee is a participant at any rate designated by the employee, from a minimum of \$25.00 per pay period during the offering period to a maximum of 15% of the employee's base pay. All such payroll deduction contributions will be credited to and held in a non-interest bearing account. An employee's option to purchase shares of Common Stock will be deemed to have been exercised automatically on the offering termination date applicable to such offering, i.e., at the end of the quarterly offering period, unless the employee gives written notice to the Company to withdraw such payroll deductions. The option will be deemed to have been exercised for the purchase of the number of full shares of Common Stock which the amount in the participant's account will purchase (but not in excess of the maximum number of shares for which an option has been granted to the employee), and any excess in the account will be returned to the employee.

### **Exercise Price of Options**

The price per share to be paid by participants under the 2026 Employee Stock Purchase Plan for a given quarterly offering will be equal to 95% of the fair market value of a share of Common Stock on the applicable offering purchase date. The fair market value of the Common Stock shall be the closing sales price as reported on Nasdaq or any other securities exchange or market system on which shares of Common Stock are listed or quoted on the applicable offering purchase date.

### **Withdrawal; Termination of Employment**

Upon withdrawal by a participating employee during a quarterly offering period prior to an offering termination date or the termination of a participant's employment for any reason during an offering, including retirement and death, the option granted to such employee shall immediately terminate in its entirety, and the payroll deductions or other contributions credited to the participant's account shall be returned to the participant, or, in the case of death, his or her designated beneficiary, and shall not be used to purchase shares of Common Stock under the 2026 Employee Stock Purchase Plan.

### **Amendment and Termination**

The Board may, at any time and for any reason, amend or terminate the 2026 Employee Stock Purchase Plan; provided, however, that to the extent necessary to comply with the rules of Nasdaq or any other securities exchange or market system on which shares of Common Stock are listed or quoted, or under Section 423 of the Code (or any successor rule or provision or any applicable law or regulation), the Company must obtain shareholder approval in such a manner and to such a degree as so required. Subject to certain exceptions, no termination, modification, or amendment of the 2026 Employee Stock Purchase Plan may, without the consent of an employee then having an option under the 2026 Employee Stock Purchase Plan to purchase shares of Common Stock, adversely affect the rights of such employee under such option.

### **Corporate Transactions**

In the event of certain specified significant corporate transactions, such as the Company's merger or change in control, a successor corporation may assume, continue or substitute each outstanding purchase right. If the successor corporation does not assume, continue or substitute for the outstanding purchase rights, the offering in progress will be shortened and a new exercise date will be set. The participants' purchase rights will be exercised on the new exercise date and such purchase rights will terminate immediately thereafter.

### **General Provisions**

No participant or his or her legal representatives, legatees or distributees will be deemed to be the holder of any shares of Common Stock subject to an offering until the option has been exercised and the purchase price for the

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shares has been paid. No payroll deductions credited to a participant's stock purchase account nor any rights with regard to the exercise of an option to purchase shares of Common Stock under the 2026 Employee Stock Purchase Plan may be assigned, transferred, pledged or otherwise disposed of in any way by a participant other than by will or the laws of descent and distribution. Options under the 2026 Employee Stock Purchase Plan will be exercisable during a participant's lifetime only by the participant.

### **Certain Federal Income Tax Consequences**

The following is a brief summary of certain of United States federal income tax consequences relating to the 2026 Employee Stock Purchase Plan. This summary is not intended to be complete and does not describe state, local, foreign, or other tax consequences. The tax information summarized below is not tax advice. Participants under the 2026 Employee Stock Purchase Plan are encouraged to consult with their own tax advisors.

*Grant of Options and Payroll Deductions.* The 2026 Employee Stock Purchase Plan is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 of the Code. A recipient of options under the 2026 Employee Stock Purchase Plan incurs no income tax liability, and the Company obtains no income tax deduction, from the grant of the options. The payroll deductions and other contributions by a participant to his or her account are made on an after-tax basis. Participants will not be entitled to deduct or exclude from income or employment taxes any part of their payroll deductions.

*Exercise of Options.* An employee will not be subject to federal income tax upon the exercise of an option granted under the 2026 Employee Stock Purchase Plan, nor will the Company be entitled to a tax deduction by reason of such exercise. The employee will have a cost basis in the shares of Common Stock acquired upon such exercise equal to the option exercise price.

*Disposition of Shares Acquired Under the 2026 Employee Stock Purchase Plan.* In order to defer taxation on the difference between the fair market value and exercise price of shares acquired upon exercise of an option under the 2026 Employee Stock Purchase Plan, the employee must hold the shares throughout a holding period which runs through the later of one year after the option exercise date or two years after the date the option was granted. The only exceptions are for dispositions of shares upon death, as part of a tax-free exchange of shares in a corporate reorganization, into joint tenancy with right of survivorship with one other person, or the mere pledge or hypothecation of shares.

If an employee disposes of stock acquired under the 2026 Employee Stock Purchase Plan before expiration of the applicable holding periods in a manner not described above, such as by gift or ordinary sale of such shares, the employee must recognize as ordinary compensation income in the year of disposition the difference between the exercise price and the stock's fair market value as of the date of exercise. This amount must be recognized as income even if it exceeds the fair market value of the shares as of the date of disposition or the amount of the sales proceeds received. In such an event, the Company will be entitled to a corresponding compensation expense deduction subject to any applicable limitations under Section 162(m) of the Code. No deduction will be allowed to the Company in any other case.

Disposition of shares after expiration of the required holding periods (including disposition upon death) will result in the recognition of gain or loss in the amount of the difference between the amount realized on the sale of the shares and the exercise price for such shares. Any loss on such a sale will be a long-term capital loss. Any gain on such a sale will be taxed as ordinary compensation income up to the amount of the difference between exercise price and the stock's fair market value as of the date of exercise, with any additional gain taxed as a long-term capital gain. The Company will not be allowed a deduction in the event of disposition after expiration of the required holding periods

*Not an ERISA Plan.* The 2026 Employee Stock Purchase Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended, or qualified under Section 401(a) of the Code.

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**New Plan Benefits**

The Company is unable to determine the amount of benefits that may be received by participants under the 2026 Employee Stock Purchase Plan, as participation is discretionary with each employee.

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PRESS RELEASE

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### Merit Medical Shareholders Elect Scott R. Ward to Board of Directors

**SOUTH JORDAN, Utah, May 19, 2026 (GLOBE NEWSWIRE)** – Merit Medical Systems, Inc. (NASDAQ: MMSI), a leading global manufacturer and marketer of healthcare technology, today announced that shareholders elected Scott R. Ward to the company’s Board of Directors at Merit’s annual meeting of shareholders.

Mr. Ward was elected to serve a three-year term.

“On behalf of the Board, we are pleased with Scott Ward’s election to Merit’s Board of Directors,” said F. Ann Millner, Merit’s Chair of the Board. “Scott’s extensive industry experience, strategic insight, and commitment to innovation will be tremendous assets as we continue advancing the company’s strategic priorities.”

“We are proud to welcome Scott Ward to Merit’s Board,” said Martha G. Aronson, Merit’s President and Chief Executive Officer. “Scott brings deep medical device experience and a proven leadership track record. As we continue building on our foundation and advancing our strategy, his perspective will be invaluable to our long-term growth.”

“I am honored to join the Merit Board of Directors,” Ward said. “I have great respect for Merit’s commitment to innovation and its focus on serving patients and healthcare providers around the world. I look forward to contributing my experience as the company continues to grow and expand its impact.”

Mr. Ward brings more than 40 years of experience in the healthcare and medical device industry, including nearly three decades at Medtronic, where he held senior leadership roles such as senior vice president and president of the cardiovascular, neurological, and diabetes businesses. He most recently served as CEO, President and Chairman of Cardiovascular Systems, Inc., leading the company through a period of expansion and its acquisition by Abbott.

Mr. Ward is also the founder of Raymond Holdings, a firm focused on venture capital, strategy, and advisory services for medical technology and life sciences companies, and has served on numerous public and private company boards. Merit’s Board of Directors has appointed Mr. Ward to serve on its Governance and Sustainability and Finance and Operating Committees.

### ABOUT MERIT MEDICAL

Founded in 1987, Merit is engaged in the development, manufacture, and distribution of proprietary medical devices used in interventional, diagnostic, and therapeutic procedures, particularly in cardiology, radiology, oncology, critical care, and endoscopy. Merit serves customers worldwide with a domestic and international sales force and clinical support team totaling more than 800 individuals. Merit employs approximately 7,600 people worldwide.

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## **TRADEMARKS**

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