

**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): March 5, 2020**

**VENUS CONCEPT INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38238**  
(Commission  
File Number)

**06-1681204**  
(IRS Employer  
Identification Number)

**235 Yorkland Blvd, Suite 900**  
**Toronto, Ontario M2J 4Y8**  
(Address of principal executive offices, including Zip Code)

**Registrant's telephone number, including area code (877) 848-8430**

(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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
<b>Common Stock, \$0.0001 par value per share</b>	<b>VERO</b>	<b>The Nasdaq Global Market</b>

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 1.01. Entry into a Material Definitive Agreement.**

On March 5, 2020, the Company and certain Investors entered into an Amendment (the “Amendment”) to the Company’s outstanding Warrants to Purchase Common Stock issued on November 7, 2019 (the “Warrants”), which amended the terms of the Warrants. The Amendment adds a limitation on exercise of the Warrants under certain circumstances such that the total number of shares of common stock then beneficially owned by the holder and its affiliates does not exceed 19.999% of the total number of issued and outstanding shares of common stock. The Amendment is filed as Exhibit 4.1 to this Current Report on Form 8-K, and the description of the Amendment is qualified in its entirety by reference to such exhibit.

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

(d) Exhibits.

The following exhibit is filed herewith.

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">Amendment to 2019 Warrants to Purchase Common Stock.</a>

**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.

**VENUS CONCEPT INC.**

Date: March 10, 2020

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

## VENUS CONCEPT INC.

AMENDMENT TO WARRANT TO PURCHASE COMMON STOCK

This Amendment to each of the SPA Warrants (this “**Amendment**”) is entered into as of March 5, 2020, by and among Venus Concept Inc. and the Required Holders. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Warrants issued pursuant to Section 1 of that certain Securities Purchase Agreement, dated as of November 3, 2019, by and among Venus Concept Inc. and the investors referred to therein.

**WHEREAS**, Section 9 of each SPA Warrant provides that each SPA Warrant may be amended with the written consent of the Company and the Required Holders, subject to certain limitations not applicable to the provisions contemplated by this Amendment, and the parties hereto (representing the Company and the Required Holders) hereby desire to amend each outstanding SPA Warrant as provided herein.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows.

1. Amendment. Section 1 of each outstanding SPA Warrant is amended by adding the following Section (f) at the end of Section 1:

(f) Limitation on Exercise.

(i) Subject to Section 1(f)(ii), from and after the delivery of written notice from the Holder to the Company that such Holder wishes to have the provisions of this Section 1(f) apply to such Holder, the number of Warrant Shares that may be acquired by the Holder upon any exercise of the Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to insure that, following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by the Holder and its affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder’s for purposes of Section 13(d) of the Exchange Act (the “**Attribution Parties**”), does not exceed 19.999% of the total number of issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such conversion) (the “**Threshold Percentage**”). For such purposes, beneficial ownership shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(ii) Notwithstanding the provisions of Section 1(f)(i), the Holder shall have the right at any time and from time to time, to waive the provisions of this Section 1(f) in its entirety or to increase or decrease the Threshold Percentage by written instrument delivered to the Company, but any such waiver or increase will not be effective until the 61st day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and the other Attribution Parties and not to any other holder of Warrants that is not an Attribution Party of the Holder. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of the

Warrant in excess of the Threshold Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. No prior inability to exercise the Warrant pursuant to this Section 1(f) shall have any effect on the applicability of the provisions of this Section 1(f) with respect to any subsequent determination of exercisability. The provisions of this Section 1(f) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 1(f) to the extent necessary to correct this section or any portion of this section which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 1(f) or to make changes or supplements necessary or desirable to properly give effect to such limitation.

2. No other Amendments. Except as expressly set forth herein, this Amendment shall not by implication or otherwise, limit, impair, constitute a waiver or amendment of, or otherwise affect the rights and remedies of the Holders under the SPA Warrants, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the SPA Warrants, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment by electronic transmission shall be effective as delivery of a manually executed counterpart of this amendment.

4. SEDCO Opt-In. By their execution of this Amendment, each of SEDCO Capital Cayman Limited, SC Venus US Opportunities Limited and SC Venus US Limited hereby elects to have the provisions of Section 1(f) of the SPA Warrants as amended by this Amendment apply to each of SEDCO Capital Cayman Limited, SC Venus US Opportunities Limited and SC Venus US Limited, respectively, and the Company hereby accepts and acknowledges such elections.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date set out above.

**VENUS CONCEPT INC.**

By: /s/ Dom Serafino  
Name: Dom Serafino  
Title: Chief Executive Officer

**SEDCO CAPITAL CAYMAN LIMITED**

By: /s/ Sameer Shaasan  
Name: Sameer Shaasan  
Title: Director

By: /s/ Rasheed Yarkhan  
Name: Rasheed Yarkhan  
Title: Director

**SC VENUS OPPORTUNITIES LIMITED**

By: /s/ Rasheed Yarkhan  
Name: Rasheed Yarkhan  
Title: Director

By: /s/ Eisa Matouk Abdulatie  
Name: Eisa Matouk Abdulatie  
Title: Director

**SC VENUS US LIMITED**

By: /s/ Rasheed Yarkhan  
Name: Rasheed Yarkhan  
Title: Director

By: /s/ Eisa Matouk Abdulatie  
Name: Eisa Matouk Abdulatie  
Title: Director