

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): January 14, 2026

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

Not Applicable
(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
Common Stock, \$0.001 par value per share	VERO	The Nasdaq Capital 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.

Item 1.01. Entry into a Material Definitive Agreement.

MSLP Consent Agreement

On January 14, 2026, Venus Concept Inc. (the “Company”), Venus Concept USA, Inc., a wholly-owned subsidiary of the Company (“Venus USA” or “Borrower”), Venus Concept Canada Corp., a wholly-owned Canadian subsidiary of the Company (“Venus Canada”), and Venus Concept Ltd., a wholly-owned Israeli subsidiary of the Company (“Venus Israel” and together with the Company, Venus USA and Venus Canada, the “Loan Parties”), entered into a Consent Agreement with Madryn Health Partners, LP (“Madryn”) and Madryn Health Partners (Cayman Master), LP (“Madryn Cayman,” and together with Madryn, the “Lenders” or the “Holders”) (the “Consent Agreement”).

The Consent Agreement granted relief under the Loan and Security Agreement (Main Street Priority Loan), dated December 8, 2020, among the Lenders, as lenders, and Venus USA, as borrower (the “MSLP Loan Agreement”), such that (i) certain minimum liquidity requirements under the MSLP Loan Agreement are waived through January 31, 2026.

The foregoing description of the Consent Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Consent Agreement, a copy of which is filed hereto as Exhibit 10.1.

Twenty Fourth Bridge Loan Amendment

On January 14, 2026, the Loan Parties entered into a Twenty Fourth Bridge Loan Amendment Agreement with the Lenders (the “Twenty Fourth Bridge Loan Amendment”). The Twenty Fourth Bridge Loan Amendment amended that certain Loan and Security Agreement, dated April 23, 2024, among Venus USA, as borrower, the Company, Venus Canada and Venus Israel, as guarantors, and the Lenders, as lenders (as amended from time to time, the “Bridge Loan”), such that (i) the maturity date of the Bridge Loan is extended from January 14, 2026 to January 31, 2026, and (ii) certain minimum liquidity requirements under Loan and Security Agreement are waived through January 31, 2026.

The foregoing description of the Twenty Fourth Bridge Loan Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Twenty Fourth Bridge Loan Amendment Loan Amendment, a copy of which is filed hereto as Exhibit 10.2.

Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing

On January 20, 2026, the Board of Directors of the Company approved a plan to voluntarily delist the Company’s common stock from the Nasdaq Capital Market (“Nasdaq”), suspend its duty to file periodic reports and other information with the U.S. Securities and Exchange Commission (“SEC”), and terminate its registration of common stock under U.S. federal securities laws. The Company intends to file a Notification of Removal from Listing and/or Registration on Form 25 with the SEC on or about January 30, 2026, to effect the voluntary withdrawal of the listing of its securities from Nasdaq and the deregistration of its securities under Section 12(b) of the Securities and Exchange Act of 1934, as amended (the “Exchange Act”). The Company anticipates that the delisting from Nasdaq and deregistration under Section 12(b) of its securities will become effective on or about February 6, 2026, at which time trading on Nasdaq will cease. Following the effectiveness of the Form 25, the Company intends to file a Form 15 with the SEC to suspend its reporting obligations under Section 15(d) of the Exchange Act, at which time the Company anticipates that its obligation to file periodic reports under the Exchange Act, including annual, quarterly and current reports on Form 10-K, Form 10-Q and Form 8-K, respectively, will be suspended, and that all requirements associated with being an Exchange Act-registered company, including the requirement to file current and periodic reports, will terminate permanently 90 days thereafter.

The decision to voluntarily delist was made after careful consideration of several factors, including costs associated with being a public reporting company, low trading volumes, regulatory burdens, and to better focus the Company’s resources on enhancing long-term stockholder value. The Company expects to realize meaningful savings on an annual basis as a result of the delisting and deregistering of the Company’s common stock.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act. Any statements contained herein that are not of historical facts may be deemed to be forward-looking statements. In some cases, you can identify these statements by words such as “anticipates,” “believes,” “plans,” “expects,” “projects,” “future,” “intends,” “may,” “should,” “could,” “estimates,” “predicts,” “potential,” “continue,” “guidance,” and other similar expressions that are predictions of or indicate future events and future trends. These forward-looking statements include, but are not limited to, statements about the timing of the delisting of the Company’s common stock, the Company’s ability to terminate, as well as the timing of the termination of, the Company’s obligation to file periodic reports with the SEC, the anticipated cost-savings or other benefits the Company expects to realize from the delisting and deregistration, and the implementation or feasibility of the Company’s plan to enhance long-term stockholder value. These forward-looking statements are based on current expectations, estimates, forecasts, and projections about the Company’s business and the industry in which the Company operate, and management’s beliefs and assumptions and are not guarantees of future performance or developments and involve known and unknown risks, uncertainties, and other factors that are in some cases beyond the Company’s control. As a result, any or all forward-looking statements in this Current Report on Form 8-K may turn out to be inaccurate. Factors that could materially affect the Company’s business operations and financial performance and condition include, but are not limited to, those risks and uncertainties described under Part II Item 1A-“Risk Factors” in our Quarterly Reports on Form 10-Q and Part I Item 1A-“Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024. You are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on the forward-looking statements. The forward-looking statements are based on information available to the Company as of the date of this communication. Unless required by law, the Company does not intend to publicly update or revise any forward-looking statements to reflect new information or future events or otherwise.

Item 8.01 Other Information.

On January 21, 2026, the Company issued a press release announcing its intention to voluntarily delist and deregister its Common Stock. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Consent Agreement, dated January 14, 2026, by and among Venus Concept Inc., Venus Concept Canada Corp., Venus Concept USA Inc., Venus Concept Ltd., Madryn Health Partners, LP and Madryn Health Partners (Cayman Master), LP
10.2	Twenty Fourth Amendment to Bridge Loan Agreement, dated January 14, 2026, by and among Venus Concept USA, Inc., Venus Concept Inc., Venus Concept Canada Corp., Venus Concept Ltd., Madryn Health Partners, LP and Madryn Health Partners (Cayman Master), LP
99.1	Press Release dated January 21, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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: January 21, 2026

By: /s/ Domenic Della Penna

Domenic Della Penna
Chief Financial Officer

CONSENT AGREEMENT

This CONSENT AGREEMENT (the “Agreement”) dated as of January 14, 2026 (the “Effective Date”) is entered into among (a) VENUS CONCEPT USA INC., a Delaware corporation (the “Borrower”), (b) VENUS CONCEPT INC., a Delaware corporation (“Venus Concept”), (c) VENUS CONCEPT CANADA CORP., a corporation incorporated under the laws of the Province of Ontario (“Venus Canada”), (d) VENUS CONCEPT LTD., a company formed under the Companies Law of Israel “Venus Israel” and, together with Venus Concept and Venus Canada, the “Guarantors”; the Borrower and the Guarantors shall be referred to herein, collectively, as the “Loan Parties”), and (e) each of (i) MADRYN HEALTH PARTNERS, LP, a Delaware limited partnership (“Madryn Health”) and (ii) MADRYN HEALTH PARTNERS (CAYMAN MASTER), LP, a Cayman Islands limited partnership (“Madryn Cayman” and, together with Madryn Health, the “Lenders”; together the Lender and the Loan Parties are hereinafter referred to as the “Parties”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement (as defined below).

RECITALS

WHEREAS, CITY NATIONAL BANK OF FLORIDA (“CNB”) and the Borrower were parties to that certain Loan and Security Agreement (Main Street Priority Loan), dated as of December 8, 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Loan Agreement”), between CNB, as lender, and Borrower, pursuant to which CNB provided Borrower a term loan in the principal amount of Fifty Million Dollars (\$50,000,000.00) (the “Loan”) issued pursuant to the Main Street Priority Loan Facility, all upon certain terms and conditions set forth in the Loan Agreement and in the other Loan Documents (as defined in the Loan Agreement), as amended by that certain Loan Amendment and Consent Agreement, dated as of May 24, 2024, made among the Loan Parties and the Lenders, that certain Loan Amendment and Consent Agreement, dated as of July 8, 2024, made among the Loan Parties and the Lenders and that certain Third Loan Amendment, First Subordination Agreement Amendment and Consent Agreement, dated as of September 26, 2024, made among the Loan Parties and the Lenders;

WHEREAS, to evidence Borrower’s repayment obligations under the Loan Agreement, Borrower executed a Promissory Note in favor of CNB dated December 8, 2020 (as amended, amended and restated, supplemented, waived, exchanged or otherwise modified from time to time, the “Original Note”), in the original principal amount of \$50,000,000.00;

WHEREAS, in connection with the Loan, Venus Concept and Venus Canada have previously issued a Guaranty of Payment and Performance, originally dated as of December 8, 2020, in favor of the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Main Street Guaranty”);

WHEREAS, in connection with the Loan, (i) the Borrower, each Lender and CNB entered into that certain Subordination of Debt Agreement, dated as of December 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Borrower Main Street Subordination Agreement”), (ii) Venus Concept, each Lender and CNB entered into that certain Subordination of Debt Agreement, dated as of December 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Venus Concept Main Street Subordination Agreement”), (iii) Venus Canada, each Lender and CNB entered into that certain Subordination of Debt Agreement, dated as of December 8, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Canada Main Street Subordination Agreement”), and (iv) the Venus Israel, each Lender and CNB entered into that certain Subordination of Debt Agreement, dated as of October 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Israeli Main Street Subordination Agreement” and, together with the Borrower Main Street Subordination Agreement, the Venus Concept Main Street Subordination Agreement and the Canada Main Street Subordination Agreement, the “Madryn Main Street Subordination Agreements” and each, a “Madryn Main Street Subordination Agreement”);

WHEREAS, pursuant to that certain Main Street Loan – Venus Concept – Sale and Assignment Agreement, dated as of April 23, 2024, between CNB and the Lenders, CNB assigned, transferred, and conveyed all of its rights, title, and interest in and to the Loan, Note, the Loan Agreement, the Main Street Guaranty, the Madryn Main Street Subordination Agreements, all other Loan Documents and any related documents to the Lenders;

WHEREAS, pursuant to that certain Exchange Agreement, dated as of May 24, 2024, and made among the Borrower, Venus Concept, and the Lenders, the Lenders exchanged the Original Note for (a) two new promissory notes issued by the Borrower to each of Madryn Health and Madryn Cayman (as amended, amended and restated, supplemented, waived, exchanged or otherwise modified from time to time, collectively, the “May 2024 Notes”) and (b) shares of preferred stock of Venus Concept;

WHEREAS, pursuant to that certain Exchange Agreement, dated as of September 26, 2024, and made among the Borrower, Venus Concept, and the Lenders, the Lenders exchanged the May 2024 Notes for (a) two new promissory notes issued by the Borrower to each of Madryn Health and Madryn Cayman (as amended, amended and restated, supplemented, waived, exchanged or otherwise modified from time to time, collectively, the “Notes” and each, a “Note”) and (b) shares of preferred stock of Venus Concept;

WHEREAS, the Borrower has requested relief from the obligation to comply with the requirements of Section 7(a) of the Loan Agreement (“Liquidity”) in respect of the Borrower’s minimum liquidity amounts (“Requested Minimum Liquidity Consent”); and

WHEREAS, the Lenders are willing to consent to the Requested Minimum Liquidity Consent, subject to the terms and conditions hereof, and amend the Loan Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Requested Minimum Liquidity Consent. The Lenders, as of the date hereof, hereby approve the Requested Minimum Liquidity Consent and agree that until January 31, 2026, the failure of any of the Loan Parties to comply with the obligations of Section 7(a) of the Loan Agreement shall not constitute an Event of Default under the Loan Agreement or the Notes. The above consent shall not otherwise modify or affect the Borrower’s and the other Loan Parties’ obligations to comply fully with the terms of the Loan Agreement, the Notes or any other Loan Document in the future and is limited solely to the matters set forth in this Section 1(b). Nothing contained in this Agreement shall be deemed to constitute a waiver of any duty, term, condition or covenant contained in the Loan Agreement, the Notes or any other Loan Document in the future, or any other rights or remedies any Lender may have under the Loan Agreement, the Notes or any other Loan Documents or under applicable law.

2. Conditions Precedent. This Agreement shall be effective upon the date on which the Lenders shall have received counterparts of this Agreement duly executed by the Borrower, the Guarantors, and the Lenders.

3. Reaffirmation. Each of the Loan Parties acknowledges and reaffirms (a) that it is bound by all of the terms of the Loan Documents to which it is a party and (b) that it is responsible for the observance and full performance of all Obligations, including without limitation, the repayment of the Loan. Furthermore, the Loan Parties acknowledge and confirm that by entering into this Agreement, the Lenders do not, except as expressly set forth herein, waive or release any term or condition of the Loan Agreement, the Notes or any of the other Loan Documents or any of their rights or remedies under such Loan Documents or any applicable law or any of the obligations of the Loan Parties thereunder.

4. Representations and Warranties. Each Loan Party represents and warrants to the Lenders as follows:

(a) As of the Effective Date, no Event of Default has occurred and is continuing.

(b) The representations and warranties of the Borrower and each other Loan Party contained in Section 5 of the Loan Agreement, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects (and in all respects if any such representation and warranty is already qualified by materiality or reference to material adverse effect) on and as of the Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (and in all respects if any such representation and warranty is already qualified by materiality or reference to material adverse effect) as of such earlier date.

(c) Each Loan Party has the full power and authority to enter into, execute and deliver this Agreement and perform its obligations hereunder, under the Loan Agreement and under each of the other Loan Documents. The execution, delivery and performance by each Loan Party of this Agreement, and the performance by each Loan Party of the Loan Agreement and each other Loan Document to which it is a party, in each case, are within such person's powers and have been authorized by all necessary corporate action of such person.

(d) This Agreement has been duly executed and delivered by such person and constitutes such person's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(e) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or third party is required in connection with the execution, delivery or performance by such person of this Agreement.

(f) The execution and delivery of this Agreement does not (i) violate, contravene or conflict with any provision of its organization documents or (ii) materially violate, contravene or conflict with any laws applicable to it or its subsidiaries.

(g) The Loan Parties' obligations are not reduced or modified by this Agreement and are not subject to any offsets, defenses or counterclaims.

5. Release. As a material part of the consideration for the Lenders entering into this Agreement (this Section 5, the "Release Provision"):

(a) Each Loan Party agrees that the Lenders, each of their respective affiliates and each of the foregoing persons' respective officers, managers, members, directors, advisors, sub- advisors, partners, agents and employees, and their respective successors and assigns (hereinafter all of the above collectively referred to as the "Lender Group"), are irrevocably and unconditionally released, discharged and acquitted from any and all actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, now known or unknown, suspected or unsuspected to the extent that any of the foregoing arises from any action or failure to act under or otherwise arising in connection with the Loan Agreement, the Notes or the other Loan Documents on or prior to the date hereof.

(b) Each Loan Party hereby acknowledges, represents and warrants to the Lender Group that:

(i) it has read and understands the effect of the Release Provision. Each Loan Party has had the assistance of independent counsel of its own choice, or has had the opportunity to retain such independent counsel, in reviewing, discussing, and considering all the terms of the Release Provision; and if counsel was retained, counsel for such Loan Party has read and considered the Release Provision and advised such Loan Party with respect to the same. Before execution of this Agreement, each Loan Party has had adequate opportunity to make whatever investigation or inquiry it may deem necessary or desirable in connection with the subject matter of the Release Provision.

(ii) no Loan Party is acting in reliance on any representation, understanding, or agreement not expressly set forth herein. Each Loan Party acknowledges that the Lender Group has not made any representation with respect to the Release Provision except as expressly set forth herein.

(iii) each Loan Party has executed this Agreement and the Release Provision thereof as its free and voluntary act, without any duress, coercion, or undue influence exerted by or on behalf of any person.

(iv) each Loan Party is the sole owner of its respective claims released by the Release Provision, and no Loan Party has heretofore conveyed or assigned any interest in any such claims to any other Person.

(c) The Loan Parties understand that the Release Provision was a material consideration in the agreement of the Lenders to enter into this Agreement. The Release Provision shall be in addition to any right, privileges and immunities granted to the Lenders under the Loan Documents.

6. Miscellaneous.

(a) The Loan Agreement and the Notes, each as may be modified hereby, and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Agreement shall constitute a Loan Document under the Loan Agreement.

(b) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(c) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

VENUS CONCEPT USA INC.,
as Borrower and a Grantor

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: President and Assistant Secretary

VENUS CONCEPT INC.,
as a Guarantor and a Grantor

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: Chief Executive Officer

VENUS CONCEPT CANADA CORP.,
as a Guarantor and a Grantor

By: /s/ Michael Mandarello
Name: Michael Mandarello
Title: President and General Manager

VENUS CONCEPT LTD,
as a Guarantor and a Grantor

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: Chief Executive Officer

MADRYN HEALTH PARTNERS, LP, as a Lender

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By: /s/ Avinash Amin

Name: Avinash Amin

Title: Member

MADRYN HEALTH PARTNERS (CAYMAN
MASTER), LP, as a Lender

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By: /s/ Avinash Amin

Name: Avinash Amin

Title: Member

TWENTY-FOURTH AMENDMENT TO BRIDGE LOAN AGREEMENT AND CONSENT

This TWENTY-FOURTH AMENDMENT TO BRIDGE LOAN AGREEMENT AND CONSENT (this "Agreement"), dated as of January 14, 2026 (the "Effective Date"), is entered into among (a) VENUS CONCEPT USA INC., a Delaware corporation (the "Borrower"), (b) VENUS CONCEPT INC., a Delaware corporation ("Venus Concept"), (c) VENUS CONCEPT CANADA CORP., a corporation incorporated under the laws of the Province of Ontario ("Venus Canada"), (d) VENUS CONCEPT LTD., a company formed under the Companies Law of Israel ("Venus Israel") and, together with Venus Concept and Venus Canada, the "Guarantors"; the Borrower and the Guarantors shall be referred to herein, collectively, as the "Loan Parties"), (e) MADRYN HEALTH PARTNERS, LP, a Delaware limited partnership, and MADRYN HEALTH PARTNERS (CAYMAN MASTER), LP, a Cayman Islands limited partnership, as Lenders (the "Lenders", and each, a "Lender") and (f) MADRYN HEALTH PARTNERS, LP, a Delaware limited partnership, as Administrative Agent (the "Agent"). Capitalized terms used but not otherwise defined herein have the meanings provided in the Loan Agreement (as defined below).

RECITALS

WHEREAS, the Loan Parties, the Lenders and the Agent entered into that certain Loan and Security Agreement, dated as of April 23, 2024 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders agreed to make a term loan to the Borrower in the original principal amount of \$2,237,906.85 and one or more delayed draw term loans of up to an additional principal amount of \$26,000,000.00, in each case, subject to the terms and conditions of the Loan Agreement;

WHEREAS, the Borrower has requested relief from the obligation to comply with the requirements of Section 5.15 of the Loan Agreement ("Liquidity") in respect of the Borrower's minimum liquidity amounts ("Requested Minimum Liquidity Consent");

WHEREAS, the Borrower has requested that the Loan Agreement be amended to provide for certain modifications thereto; and

WHEREAS, the Lenders are willing to consent to the Requested Minimum Liquidity Consent and amend the Loan Agreement, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment to Loan Agreement. The definition of "Maturity Date" in Section 1.01 of the Loan Agreement is hereby amended by replacing the text "January 14, 2026" with the text "January 31, 2026".

2. Requested Minimum Liquidity Consent. The Lenders, as of the date hereof, hereby approve the Requested Minimum Liquidity Consent and agree that until January 31, 2026, the failure of any of the Loan Parties to comply with the obligations of Section 5.15 of the Loan Agreement shall not constitute an Event of Default under the Loan Agreement. The above consent shall not otherwise modify or affect the Borrower's and the other Loan Parties' obligations to comply fully with the terms of the Loan Agreement or any other Loan Document in the future and is limited solely to the matters set forth in this Section 2. Nothing contained in this Agreement shall be deemed to constitute a waiver of any duty, term, condition or covenant contained in the Loan Agreement or any other Loan Document in the future, or any other rights or remedies any Lender may have under the Loan Agreement or any other Loan Documents or under applicable law.

3. Conditions Precedent. This Agreement shall be effective upon the date on which the Lenders shall have received counterparts of this Agreement duly executed by the Borrower, the Guarantors, and the Lenders.

4. Reaffirmation. Each of the Loan Parties acknowledges and reaffirms (a) that it is bound by all of the terms of the Loan Documents to which it is a party and (b) that it is responsible for the observance and full performance of all Obligations, including without limitation, the repayment of the Term Loan. Furthermore, the Loan Parties acknowledge and confirm that by entering into this Agreement, the Lenders do not, except as expressly set forth herein, waive or release any term or condition of the Loan Agreement or any of the other Loan Documents or any of their rights or remedies under such Loan Documents or any applicable law or any of the obligations of the Loan Parties thereunder.

5. Representations and Warranties. Each Loan Party represents and warrants to the Lenders as follows:

(a) As of the Effective Date, no Event of Default has occurred and is continuing.

(b) The representations and warranties of the Borrower and each other Loan Party contained in Article IV of the Loan Agreement, or which are contained in any document furnished at any time under or in connection therewith, are true and correct in all material respects (and in all respects if any such representation and warranty is already qualified by materiality or reference to material adverse effect) on and as of the Effective Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (and in all respects if any such representation and warranty is already qualified by materiality or reference to material adverse effect) as of such earlier date.

(c) Each Loan Party has the full power and authority to enter into, execute and deliver this Agreement and perform its obligations hereunder, under the Loan Agreement and under each of the other Loan Documents. The execution, delivery and performance by each Loan Party of this Agreement, and the performance by each Loan Party of the Loan Agreement and each other Loan Document to which it is a party, in each case, are within such person's powers and have been authorized by all necessary corporate action of such person.

(d) This Agreement has been duly executed and delivered by such person and constitutes such person's legal, valid and binding obligations, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

(e) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery or performance by such person of this Agreement.

(f) The execution and delivery of this Agreement does not (i) violate, contravene or conflict with any provision of its organization documents or (ii) materially violate, contravene or conflict with any laws applicable to it or its subsidiaries.

(g) The Loan Parties' obligations are not reduced or modified by this Agreement and are not subject to any offsets, defenses or counterclaims.

6. Release. As a material part of the consideration for the Lenders entering into this Agreement (this Section 6, the "Release Provision"):

(a) Each Loan Party agrees that the Lenders, each of their respective affiliates and each of the foregoing persons' respective officers, managers, members, directors, advisors, sub-advisors, partners, agents and employees, and their respective successors and assigns (hereinafter all of the above collectively referred to as the "Lender Group"), are irrevocably and unconditionally released, discharged and acquitted from any and all actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, now known or unknown, suspected or unsuspected to the extent that any of the foregoing arises from any action or failure to act under or otherwise arising in connection with the Loan Agreement or the other Loan Documents on or prior to the date hereof.

(b) Each Loan Party hereby acknowledges, represents and warrants to the Lender Group that:

(i) it has read and understands the effect of the Release Provision. Each Loan Party has had the assistance of independent counsel of its own choice, or has had the opportunity to retain such independent counsel, in reviewing, discussing, and considering all the terms of the Release Provision; and if counsel was retained, counsel for such Loan Party has read and considered the Release Provision and advised such Loan Party with respect to the same. Before execution of this Agreement, each Loan Party has had adequate opportunity to make whatever investigation or inquiry it may deem necessary or desirable in connection with the subject matter of the Release Provision.

(ii) no Loan Party is acting in reliance on any representation, understanding, or agreement not expressly set forth herein. Each Loan Party acknowledges that the Lender Group has not made any representation with respect to the Release Provision except as expressly set forth herein.

(iii) each Loan Party has executed this Agreement and the Release Provision thereof as its free and voluntary act, without any duress, coercion, or undue influence exerted by or on behalf of any person.

(iv) each Loan Party is the sole owner of its respective claims released by the Release Provision, and no Loan Party has heretofore conveyed or assigned any interest in any such claims to any other Person.

(c) The Loan Parties understand that the Release Provision was a material consideration in the agreement of the Lenders to enter into this Agreement. The Release Provision shall be in addition to any right, privileges and immunities granted to the Lenders under the Loan Documents.

7. Miscellaneous.

(a) The Loan Agreement, as modified hereby, and the obligations of the Loan Parties thereunder and under the other Loan Documents, are hereby ratified and confirmed and shall remain in full force and effect according to their terms. This Agreement shall constitute a Loan Document under the Loan Agreement.

(b) This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telecopy shall be effective as an original and shall constitute a representation that an executed original shall be delivered.

(c) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

SIGNATURE PAGES FOLLOW

Twenty-Fourth Amendment to Bridge Loan Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

VENUS CONCEPT USA INC.,
as Borrower

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: President and Assistant Secretary

VENUS CONCEPT INC.,
as a Guarantor

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: Chief Executive Officer

VENUS CONCEPT CANADA CORP.,
as a Guarantor

By: /s/ Michael Mandarello
Name: Michael Mandarello
Title: President and General Manager

VENUS CONCEPT LTD,
as a Guarantor

By: /s/ Rajiv De Silva
Name: Rajiv De Silva
Title: Chief Executive Officer

Twenty-Fourth Amendment to Bridge Loan Agreement

MADRYN HEALTH PARTNERS, LP, as a Lender
By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By: /s/ Avinash Amin

Name: Avinash Amin

Title: Member

MADRYN HEALTH PARTNERS (CAYMAN
MASTER), LP, as a Lender

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By: /s/ Avinash Amin

Name: Avinash Amin

Title: Member

MADRYN HEALTH PARTNERS, LP, as
Administrative Agent

By: MADRYN HEALTH ADVISORS, LP,
its General Partner

By: MADRYN HEALTH ADVISORS GP, LLC,
its General Partner

By: /s/ Avinash Amin

Name: Avinash Amin

Title: Member

Twenty-Fourth Amendment to Bridge Loan Agreement



Venus Concept Announces Intention to Voluntary Delist from Nasdaq and Deregister with SEC

TORONTO, January 21, 2026 (GLOBE NEWSWIRE) – Venus Concept Inc. (“Venus Concept” or the “Company”) announced today its voluntarily decision to delist its common stock from the NASDAQ Capital Market (“Nasdaq”) and deregister its common stock with the Securities and Exchange Commission (the “SEC”).

The Company is in compliance with applicable Nasdaq listing requirements, but the Company’s Board of Directors has concluded the resources required to continue its reporting obligations with the SEC are greater than the benefits received by the Company and its shareholders on account of the Nasdaq listing.

The Company has notified Nasdaq of its intent to voluntarily delist and deregister its common stock. The Company intends to file a Form 25 (Notification of Removal from Listing) with the SEC on or about January 30, 2026 and expects the last trading day of the Company’s common stock on Nasdaq will be on or about February 6, 2026. The Company also intends to file a Form 15 (Certification and Notice of Termination From Registration) with the SEC on or about February 9, 2026, upon which the Company's obligation to file periodic reports with the SEC, including Forms 10-K, 10-Q and 8-K, will be immediately suspended.

"The Board of Directors, after thorough evaluation, has determined this action is in the best interests of the Company and its shareholders. We believe the reduced costs for compliance will help facilitate the Company's ability to continue to execute our turnaround plan," said Rajiv De Silva, Chief Executive Officer of Venus Concept. "Venus will continue to work together with Madryn Asset Management to position Venus for sustained, long-term financial success."

About Venus Concept

Venus Concept is an innovative global medical aesthetic technology leader with a broad product portfolio of minimally invasive and non-invasive medical aesthetic and hair restoration technologies and reaches over 60 countries and 9 direct markets. Venus Concept's product portfolio consists of aesthetic device platforms, including Venus NOVA, Venus Versa, Venus Versa PRO, Venus Bliss, Venus Bliss MAX, Venus Viva, Venus Viva MD, Venus Legacy, Venus Velocity, Venus Epileve and AI.ME. Venus Concept's hair restoration systems include NeoGraft® and the ARTAS iX® Robotic Hair Restoration system. Venus Concept has been backed by leading healthcare industry growth equity investors including EW Healthcare Partners (formerly Essex Woodlands), HealthQuest Capital, Longitude Capital Management, Aperture Venture Partners, Masters Special Situations, and Madryn Asset Management, L.P.

Cautionary Statement Regarding Forward-Looking Statements

This communication contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. Any statements contained herein that are not of historical facts may be deemed to be forward-looking statements. In some cases, you can identify these statements by words such as “anticipates,” “believes,” “plans,” “expects,” “projects,” “future,” “intends,” “may,” “should,” “could,” “estimates,” “predicts,” “potential,” “continue,” “guidance,” and other similar expressions that are predictions of or indicate future events and future trends. These forward-looking statements include, but are not limited to, statements about the timing of the delisting of the Company’s common stock, the Company’s ability to terminate, as well as the timing of the termination of, the Company’s obligation to file periodic reports with the SEC, market reactions or other impacts resulting from the Company’s delisting and deregistration, and the continued implementation or feasibility of the Company’s turnaround plan and ability to achieve long-term financial stability. These forward-looking statements are based on current expectations, estimates, forecasts, and projections about our business and the industry in which the Company operates and management’s beliefs and assumptions and are not guarantees of future performance or developments and involve known and unknown risks, uncertainties, and other factors that are in some cases beyond our control. As a result, any or all of our forward-looking statements in this communication may turn out to be inaccurate. Factors that could materially affect our business operations and financial performance and condition include, but are not limited to, those risks and uncertainties described under Part II Item 1A—“Risk Factors” in our Quarterly Reports on Form 10-Q and Part I Item 1A—“Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024. You are urged to consider these factors carefully in evaluating the forward-looking statements and are cautioned not to place undue reliance on the forward-looking statements. The forward-looking statements are based on information available to us as of the date of this communication. Unless required by law, the Company does not intend to publicly update or revise any forward-looking statements to reflect new information or future events or otherwise.

Investor Relations Contact:

ICR Healthcare on behalf of Venus Concept:

Mike Piccinino, CFA

VenusConceptIR@ICRHealthcare.com
