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): **November 2, 2023**

SILK ROAD MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-38847**	**20-8777622**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1213 Innsbruck Drive **Sunnyvale, California**	**94089**
(Address of principal executive offices)	(Zip Code)

(408) 720-9002
(Registrant's telephone number, including area code)

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, Par Value $0.001 Per Share	**SILK**	**Nasdaq Stock Market LLC**

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

On November 2, 2023, Silk Road Medical, Inc. (the "Company") announced the appointment of Charles (Chas) McKhann as Chief Executive Officer ("CEO") and a director of the Company, effective immediately. Mr. McKhann will succeed Erica J. Rogers, who is retiring, effective November 2, 2023, and has served on the Company's Board of Directors and as President and Chief Executive Officer for over 11 years.

Mr. McKhann, age 54, most recently served as Chief Executive Officer and President and a member of the Board of Directors of Apollo Endosurgery, Inc. ("Apollo"), a medical device company, from March 2021 to April 4, 2023, when Apollo was purchased by Boston Scientific Corporation. From October 2017 to November 2018, Mr. McKhann served as Chief Commercial Officer at ROX Medical, Inc., a medical device company. From July 2016 to April 2017, he served as Chief Commercial Officer of Torax Medical, Inc., a medical device company acquired by Johnson & Johnson in February 2017. From January 2015 to July 2016, he served as Chief Commercial Officer of Intersect ENT, Inc., a medical device company. In addition, from September 2012 to March 2021, he served as Managing Director of Vernon Consulting, Inc. Prior to that position, Mr. McKhann was a strategy consultant at McKinsey & Company, a management consulting company. Mr. McKhann holds a B.A. in Political Sciences and Economics and an M.B.A. from Stanford University.

In connection with Mr. McKhann's appointment as CEO, the Company entered into an employment offer letter agreement, an employment agreement, a change in control and severance agreement, and an indemnification agreement with Mr. McKhann, each of which is described in more detail below.

Under the terms of the employment offer letter agreement, Mr. McKhann will be paid an annual base salary of $650,000 and will be eligible to receive an annual bonus with a target bonus opportunity equal to 100% of his annual base salary. He also will receive a $100,000 sign-on bonus. The Company agreed to grant Mr. McKhann 612,083 time-based restricted stock units ("RSUs") and 612,083 performance stock units ("PSUs"), and provide him certain severance benefits and payments under a change in control and severance agreement.

The employment agreement between the Company and Mr. McKhann is the Company's standard form for all employees and provides for at-will employment and contains standard confidentiality, non-solicitation and assignment of intellectual property provisions.

The change in control and severance agreement between the Company and Mr. McKhann is substantially the same agreement entered into with the Company's other executive officers, except for increased CEO severance payments and benefits. The change in control and severance agreement has an initial term of three years and an automatic renewal for additional one-year terms unless either party provides written notice of nonrenewal. Under the agreement, if, within the period three months prior to and 12 months following a "change of control" (such period, the change in control period), the Company terminates Mr. McKhann's employment without "cause" (excluding by reason of his death or "disability") or Mr. McKhann resigns for "good reason" (as such terms are defined in the change of control and severance agreement) and Mr. McKhann executes a separation agreement and release of claims that becomes effective and irrevocable within 60 days following his termination, he is entitled to receive:

a lump sum severance payment, less applicable withholdings, equal to 24 months of his base salary, as then in effect;

a lump sum payment, less applicable withholdings, equal to 200% of his annual target bonus for the year in which the termination occurs;
reimbursement of premiums to maintain group health insurance continuation benefits pursuant to "COBRA" for he and his dependents for up to 18 months; and
accelerated vesting as to 100% of his outstanding unvested equity awards, with performance-based awards vesting assuming target performance, unless otherwise specified in the performance-based award agreement.

If the Company terminates Mr. McKhann's employment without cause (excluding by reason of his death or disability) or he resigns for good reason, in each case outside of the change in control period, and he executes a separation agreement and release of claims that becomes effective and irrevocable within 60 days following his termination, he is entitled to receive:

a lump sum severance payment, less applicable withholdings equal to 18 months of his base salary, as then in effect;
reimbursement of premiums to maintain group health insurance continuation benefits pursuant to "COBRA" for he and his dependents for up to 18 months; and
12 months of accelerated vesting of his unvested time-based equity awards.

The indemnification agreement between the Company and Mr. McKhann is substantially similar to the indemnification agreements between the Company and its other directors and executive officers. The indemnification agreement may, subject to the terms, conditions and limitations set forth in the indemnification agreement itself, require the Company, among other things, to indemnify Mr. McKhann for expenses, judgments, fines and amounts paid in settlement incurred by him or on his behalf in connection with any proceeding arising out of his service as a director and officer of the Company, or any of its subsidiaries or any other company or enterprise to which he provides services at the Company's request, but only if the he acted in good faith and in a manner he reasonably believed to be in or not opposed to the Company's best interest, and in the case of a criminal proceeding, had no reasonable cause to believe that his conduct was unlawful. Additionally, the indemnification agreement establishes processes and procedures for indemnification claims, advancement of expenses and costs and contribution obligations.

On November 2, 2023, the Company granted Mr. McKhann the 612,083 RSUs and 612,083 PSUs, under the Silk Road Medical, Inc. 2019 Equity Incentive Plan. The RSUs will vest over a four-year period, with 25% of the underlying shares of Company common stock vesting on each of the one-year, two-year, three-year and four-year anniversaries of the grant date, assuming Mr. McKhann's continued service on each such vesting date. The PSUs are subject to performance-based and service-based vesting conditions, with the number of shares vesting determined based on a pre-established formula tied to the level of achievement of total stockholder return by the Company relative to a group of peer companies during one-year, two-year and three-year performance periods measured from Mr. McKhann's start date, up to the right to receive 200% of the target number of shares underlying the PSUs, and subject to Mr. McKhann's continued service to the Company at the end of each of the one-year, two-year and three-year performance periods.

In connection with her retirement, Ms. Rogers and the Company entered into an executive retirement and transition agreement and consulting agreement pursuant to which Ms. Rogers will assist with the transition of her role and consult for the Company as an advisor to the Board of Directors for one year in exchange for a $55,000 monthly consulting fee, continued vesting during the one-year consulting period of her unvested stock options, a two-year extension of the post-termination exercise period of her options that are vested at the end of her one-year consulting period, and acceleration of vesting on unvested RSUs which otherwise would have vested during the one-year consulting period. Ms. Rogers's unvested PSUs will terminate immediately as of her retirement date. Ms. Rogers's resignation was for

personal reasons and not because of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

The foregoing summary of the employment offer letter agreement, employment agreement, change in control and severance agreement, and indemnification agreement with Mr. McKhann is qualified in its entirety by reference to the complete text of these agreements, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, to this Current Report on Form 8-K and incorporated by reference herein. The form of restricted stock unit agreement representing the grant of RSUs and the form of performance stock unit agreement representing the grant of PSUs, in each case, under the Silk Road Medical, Inc. 2019 Equity Incentive Plan is filed as Exhibit 10.5 and 10.6, respectively, to this Current Report on Form 8-K and incorporated by reference herein. In addition, the foregoing summary of the executive resignation and transition agreement and consulting agreement with Ms. Rogers is qualified in its entirety by reference to the complete text of these agreements, which are filed as Exhibits 10.7 and 10.8, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

On November 2, 2023, the Company announced the appointment of Mr. McKhann as Chief Executive Officer. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

This information is intended to be furnished under Item 7.01 of Form 8-K and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(d) ***Exhibits*****.**

Exhibit No.	Description
10.1	Employment Offer Letter Agreement dated October 30, 2023 between Silk Road Medical, Inc. and Charles McKhann (filed herewith)
10.2	Employment Agreement dated November 2, 2023 between Silk Road Medical, Inc. and Charles McKhann (filed herewith)
10.3	Change in Control and Severance Agreement effective as of November 2, 2023 between Silk Road Medical, Inc. and Charles McKhann (filed herewith)
10.4	Indemnification Agreement dated as of November 2, 2023 between Silk Road Medical, Inc. and Charles McKhann (filed herewith)
10.5	Form of Silk Road Medical, Inc. 2019 Equity Incentive Plan Restricted Stock Unit Agreement (filed herewith)
10.6	Form of Silk Road Medical, Inc. 2019 Equity Incentive Plan Performance Stock Unit Agreement (previously filed as Exhibit 10.1 to Silk Road Medical, Inc.'s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023 (File No. 001-38847) and incorporated by reference herein)

10.7	Executive Retirement and Transition Agreement dated as of November 2, 2023 between Silk Road Medical, Inc. and Erica J. Rogers (filed herewith)
10.8	Consulting Agreement dated as of November 2, 2023 between Silk Road Medical, Inc. and Erica J. Rogers (filed herewith)
99.1	Press Release of Silk Road Medical, Inc. issued on November 2, 2023 (furnished herewith)
104	Cover Page Interactive Data File (formatted as inline XBRL)

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.

SILK ROAD MEDICAL, INC.

Date: November 2, 2023

By: /s/ Kevin M. Klemz
Name: Kevin M. Klemz
Title: Executive Vice President, Chief Legal Officer and Secretary

October 30, 2023

Charles McKhann
[***]
[***]

Dear Chas,

On behalf of Silk Road Medical, Inc. (the "Company" or "Silk Road Medical"), I am pleased to offer you employment in the position of Chief Executive Officer and as a member of our Board of Directors. This letter agreement sets forth the terms and conditions of your employment with the Company from and after the date of your employment.

1. Start Date: Your position will be as a full-time, salaried/exempt employee commencing on November 2, 2023, or such other date as you and the Company mutually agree (the "Start Date").

2. Base Salary: The Company will pay you an annual base salary of $650,000 to be paid semi-monthly in accordance with the Company's standard payroll policies and subject to applicable withholdings. Your annual base salary will be subject to review and adjustment from time to time by the Company's Board of Directors (the "Board") in its sole discretion.

3. Annual Bonus: You will have the opportunity to earn a target annual cash bonus equal to 100% of your annual base salary earned during the fiscal year, based on achieving performance objectives established by the Board or Committee, as applicable, in its sole discretion and payable upon achievement of those objectives, as determined by the Board or the Committee. Unless determined otherwise by the Board or Committee, as applicable, any such bonus will be subject to your continued employment through and until the date of payment. Your annual bonus opportunity and the applicable terms and conditions may be adjusted from time to time by the Board or the Committee, as applicable, in its sole discretion. In the first fiscal year of your employment with the Company, your annual bonus opportunity will be prorated based on the length of time you have served as an employee of the Company during such fiscal year.

4. Sign-On Bonus: The Company will pay you a $100,000 sign-on bonus to be paid with the first regular payroll after commencement of your employment with the Company, subject to applicable required tax withholding.

5. Equity/Vesting: The Company will grant you equity in Silk Road Medical, effective as of your start date. You will receive 612,083 Restricted Stock Units ("RSUs") and 612,083 Performance Stock Units ("PSUs"), based on target performance. Vesting for the RSUs will be as follows: 25% of the shares shall vest on the one-year anniversary of your employment commencement date, with the balance to vest annually over the following three years until all shares subject to the award are fully vested on the fourth anniversary of your employment commencement date. The PSUs will vest based on Silk Road Medical's Total Shareholder Return (TSR) measured from the Start Date as compared to a peer group TSR performance over a three-year period. The other terms and details of these equity awards will be consistent with the form of equity award agreements currently on file with the United States Securities and Exchange Commission.

6. Benefits: You will be eligible to participate in the benefit plans and programs established by the Company for its senior executives from time to time, subject to their applicable terms and conditions. The Company reserves the right to modify, amend, suspend, or terminate the benefit plans and programs it offers to its senior executives at any time.

7. Work Location and Business Class Travel: This position will be based in Silk Road Medical's office in Plymouth, Minnesota, with regular travel to Sunnyvale, California. When it is necessary for you to travel for business, you will be eligible for first class airfare.

8. Severance: Since you are an officer, it is contemplated that you and the Company will enter into a Change in Control and Severance Agreement (the "Severance Agreement") with the Company which will specify the severance payments and benefits you may become entitled to receive in connection with certain qualifying terminations of your employment with the Company.

9. Indemnification Agreement: Since you are an officer, it is contemplated that you and the Company will enter into an Indemnification Agreement (the "Indemnification Agreement") with the Company which will supplement the indemnification provided pursuant to the Company's certificate of incorporation and bylaws, and any resolutions adopted pursuant thereto.

10. At-Will Employment: All employment with the Company is at-will. If you choose to accept employment with the Company, your employment will be voluntarily entered into and will be for no specified time period. As a result, you will be free to resign at any time, for any reason or for no reason, as you deem appropriate. The Company will have a similar right and may conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that in the event of your resignation, you give the Company at least two weeks' notice.

11. Eligibility for Employment; Employment Agreement: For purposes of federal immigration law, you will be required to provide documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated. Your employment is also conditioned upon entering into, and complying with, the Company's standard employment agreement, which contains standard at-will employment, confidential information, invention assignment, non-solicitation and other provisions (the "Employment Agreement"), with no excluded inventions except as may be acceptable to the Company. The Employment Agreement requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out

of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator or panel of arbitrators who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. Please note that we must receive your signed Employment Agreement before your Start Date.

12. Prior Employment; No Conflict: By signing this letter agreement, you represent and warrant that you have disclosed to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case and that you are under no contractual commitments inconsistent with your obligations to the Company. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

13. Other Conditions: As a condition to your employment with the Company, you agree to observe and comply with all of the rules, regulations, policies and procedures established by the Company from time to time and all applicable laws, rules and regulations imposed by any governmental regulatory authority from time to time. You may be required to sign an acknowledgement that you have read and that you understand the Company's rules, regulations, policies, and procedures at the time of employment commencement and/or at any time during your employment with the Company.

This letter agreement, along with the Employment Agreement and its attachments and the Severance Agreement and Indemnification Agreement, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews, or pre-employment negotiations, whether written or oral. This letter agreement, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Chairman of the Board of the Company or another authorized officer of the Company and you.

The fact that the Company is offering you the CEO position, the terms of the agreements described herein and any other Company confidential information shared with you is confidential and you agree to keep all of this information confidential until such information is publicly disclosed.

We look forward to your favorable reply and to working with you at Silk Road Medical.

Sincerely,

/s/ Alison Highlander

Alison Highlander, Vice President-Human Resources — Silk Road Medical
On behalf of Jack Lasersohn, Chairman — Silk Road Medical

Agreed to and accepted:

By: /s/ Charles S. McKhann

Printed Name: Charles McKhann

Date: 10/31/2023

Enclosures:

- Employment Agreement
- Change in Control and Severance Agreement
- Indemnification Agreement

EMPLOYMENT AGREEMENT

INTRODUCTION:

This Employment Agreement and any addenda or exhibits attached hereto ("Agreement") is between Silk Road Medical, Inc. ("Employer") and Charles McKhann ("Employee", "You," or "Your") (collectively the "Parties"). This Agreement, and any addenda or exhibits, describe important aspects of, and obligations regarding, Your employment with Employer, including the ownership, protection and nondisclosure of Employer's trade secrets, confidential information and inventions. This is an enforceable contract which You must read and sign as a condition of Your new or continued employment with Employer.

Employer is a medical device company focused on reducing the risk of stroke and its devastating impact through the use of a new approach for the treatment of carotid artery disease, called Transcarotid Artery Revascularization (TCAR), and related products. Employer's business is national in scope, and Employer markets and sells its products and services to customers throughout the United States. In the course of its business, Employer has invested in valuable research, design, engineering methodologies and equipment, sales and marketing data, customer data, and other sophisticated management and operational procedures designed to enhance product quality and business efficiency, defined in further detail herein as Confidential Information and Inventions. You and Employer acknowledge the importance of protecting Employer's rights with respect to this information without unduly impairing Your ability to pursue employment outside of Employer in the future should You so choose.

Therefore, in consideration of and as a condition of Your new or continued employment, and in exchange for Employer's offer of compensation, equity, benefits, promotional opportunities, and access to Employer Confidential Information and Inventions, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Employment-at-Will**. You acknowledge and agree that Your employment with Employer is on an "at-will" basis, meaning there is no set term of employment, and either You or the Employer may terminate Your employment relationship at any time, for any reason, with or without prior notice, unless otherwise required by applicable law. You acknowledge that Your at-will employment cannot be modified unless by written agreement between You and the Chairman of the Board of the Employer, or another officer of the Company as designated by the Board of Directors of the Employer. You further acknowledge that Employer has the right to modify the terms and conditions of Your employment, including Your job title, job duties, salary and compensation, and benefits, with or without advanced notice, unless otherwise required by applicable law.

2. **Job Duties and Avoidance of Conflicts of Interest.** You agree to devote Your entire productive time, ability and attention to Employer's business. You agree that while employed by Employer, You will not directly or indirectly engage in outside ownership, employment, consulting or other activities that, in Employer's exclusive judgment, conflict with Your employment obligations to Employer, unless prior written consent is obtained from an authorized officer of Employer. While You are employed by Employer, You are required to give Employer written notice and secure written approval before acting as an owner, employee, consultant to, or providing other activities for, any entity other than Employer.

3. **Representation of No Restrictions**. As a material condition of Your employment with Employer, You represent and warrant that You are under no legal obligation to any other company, person or entity which is inconsistent with, or may conflict with, Your obligations to Employer, or which might impede Your ability to fully perform any of Your duties and responsibilities to Employer, including any non-competition or non-solicitation agreements. You agree that You will not use, disclose to Employer, or cause Employer to use, any proprietary information, confidential information or trade secrets of any former employer or any other person or entity, nor will You bring onto the premises of Employer, transfer to Employer's electronic systems, or otherwise share with Employer any proprietary, confidential or trade secret information belonging to any other employer, person or entity unless consented to in writing by such employer, person or entity.

4. **Compliance with Laws, Policies, and Procedures.** You agree that You will comply with present and future policies and procedures of Employer, as well as applicable local, state, and federal law, including without limitation Employer's Conflict of Interest Guidelines in place from time to time, polices prohibiting discrimination, harassment and retaliation, and those regarding workplace safety, wage and hour requirements, and all other employment practices, and laws governing the use, protection and nondisclosure of Employer's Confidential Information. You further agree to promptly notify Employer's Human Resources department or management team regarding any question or objection You may have regarding Employer's or Your compliance with state, federal or foreign laws or regulations or Your compensation, benefits, duties, or employment.

5. **Commitment to Reporting Non-Compliance.** By entering into this Agreement, You agree that You will promptly notify Employer's Human Resources department or Compliance Officer if at any time during the course of Your employment with Employer, You become aware of or suspect that Employer is not in compliance with any statute, regulation, or any other legal or regulatory standard applicable to any aspect of Employer's business. Prompt disclosure and reporting under this Section includes, but is not limited to, suspected or alleged violations under the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, the False Claims Act, the Anti-Kickback Statute, federal, state, and/or local employment laws related to discrimination, harassment and/or retaliation, or any other federal, state, local, or international law, statute, or regulation applicable to Employer's employees or former employees,

including state whistleblower laws. Nothing in this Agreement interferes with Your right to file a complaint, charge or report with any law enforcement agency or any other regulatory body or agency, or to participate in any manner in any investigation initiated by such an agency or regulatory body.

6. Protection and Non-Disclosure of Employer Confidential Information.

A. *Confidential Information*. "Confidential Information" means information (including any and all combinations of individual items of information) that Employer has or will develop, acquire, create, compile, discover or own, that has value in or to the Employer's business which is not generally known and which Employer wishes to maintain as confidential. Confidential Information includes both information disclosed by Employer to You, and information developed or learned by You during the course of Your employment with Employer. By way of example, and without limitation, Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of Employer, or to Employer's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Employer's products or services and markets therefor, customer lists and customer information (including, but not limited to, customers of Employer from whom You obtained information for use in connection with a possible sale of products and/or services to, or to whom You became acquainted with or interacted with regarding the possible sale of products or services while at Employer), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial, or other business information, parts, equipment, or other Employer property. Confidential Information also includes any information that Employer receives from third parties (for example, customers, suppliers, vendors, licensors, licensees, partners, and collaborators) which Employer is required to maintain and treat as confidential or proprietary. Notwithstanding the foregoing, Confidential Information shall not include any such information which: (a) was lawfully known to You prior to disclosure; (b) is or becomes known to the public by general publication without violation of any obligation of non-disclosure; (c) is given to You by a third party having a right to do so and without an obligation of confidentiality and non-use; or (d) is required to be disclosed by an order of a court or pursuant to a subpoena or similar writ or order.

B. *Acknowledgements*. You recognize and acknowledge that during the course of Your employment with Employer, You will have access to and receive Confidential Information and that such Confidential Information is valuable, special and essential to the successful and effective conduct of Employer's business, and has been developed or acquired by Employer at substantial cost and expense. You further acknowledge and agree that the sale or unauthorized use or disclosure of any of Employer's Confidential Information obtained by You during Your employment with Employer constitutes a breach of this Agreement.

C. *Non-Disclosure*. You agree, during the period of Your employment with Employer and at any time after Your separation of employment from Employer for any reason, to hold Employer's Confidential Information in the strictest confidence and take all reasonable precautions to prevent any unauthorized use or disclosure of Employer Confidential Information. You agree not to use or disclose any of Employer's Confidential Information to any person, corporation, firm, company or business entity other than Employer for any reason or purpose whatsoever except as necessary to perform services for Employer, as authorized by the prior written consent of the Chairman of the Board of the Employer, or another officer of the Company as designated by the Board of Directors of the Employer, or as may be required by court order or applicable law. You agree that Employer's Confidential Information and Employer Property (as defined in Section 9) constitutes the Employer's sole property during and after Your employment with the Employer and that You will not remove any tangible copies of Confidential Information from the Employer's premises or print tangible copies of any Confidential Information that You accesses electronically from a remote location, nor will You download, upload, or otherwise transfer copies of Confidential Information or Employer property to any external storage media, device or cloud storage, except as necessary to perform Your job duties for the Employer and for Employer's sole benefit.

When compelled to disclose Confidential Information by court order or applicable law, prior to disclosure You agree to provide written notice to the Chairman of the Board of the Employer or the Chief Legal Officer of Employer. You understand that Your unauthorized use or disclosure of Employer Confidential Information during Your employment may lead to disciplinary action, up to and including, immediate termination and legal action by the Employer.

D. *DTSA Notice*. Pursuant to the Defend Trade Secrets Act of 2016, You understand that You may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed in a lawsuit or other proceeding, if such filing is made under seal. In the event You file a lawsuit or other proceeding against Employer alleging that Employer retaliated against You because of Your disclosure, You may disclose the relevant trade secret to Your attorney and may use the trade secret in the proceeding if (i) You file any document containing the trade secret under seal, and (ii) You do not otherwise disclose the trade secret except pursuant to court order.

E. *Exclusions*. You understand that nothing in this Section limits Your rights to discuss the terms, wages, and working conditions of Your employment, including regarding unlawful acts in the workplace, such as harassment or discrimination or any other conduct that You have reason to believe is unlawful, in accordance with applicable law. You further understand that nothing in this Section or this

Agreement limits or prohibits You from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, Employer. Notwithstanding, in filing such a complaint or charge, You agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the Government Agencies. You further understand that You are not permitted to disclose the Employer's attorney-client privileged communications or attorney work product.

7. Ownership.

A. *Assignment of Inventions*. As between the Employer and You, You agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, logos, inventions, improvements, developments, discoveries, ideas and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time You are in the employ of the Employer (including during Your off-duty hours), or with the use of the Employer's equipment, supplies, facilities, or Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 7(G) below (collectively, "Inventions"), are the sole property of the Employer. You also agree to promptly make full written disclosure to the Employer of any Inventions, and to deliver and assign and hereby irrevocably assign fully to the Employer all of Your right, title and interest in and to Inventions. You agree that this assignment includes a present conveyance to the Employer of ownership of Inventions that are not yet in existence. You further acknowledge that all original works of authorship that are made by You (solely or jointly with others) within the scope of and during the period of Your employment with the Employer and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. You understand and agree that the decision whether or not to commercialize or market any Inventions is within the Employer's sole discretion and for the Employer's sole benefit, and that no royalty or other consideration will be due to You as a result of the Employer's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. You will inform the Employer, in writing, before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by You or in which You have an interest prior to, or separate from, Your employment with the Employer, including, without

limitation, any Prior Invention(s) as defined by Section 7(G), or otherwise utilizing any Prior Invention(s) in the course of Your employment with the Employer; and the Employer is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such incorporated or utilized Prior Invention(s), without restriction, including, without limitation, as part of, or in connection with, such Invention, and to practice any method related thereto. You will not incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party into any Invention without the Employer's prior written permission. Attached hereto, as Exhibit A, a list describing all Your Prior Invention(s) that relate to the Employer's current or anticipated business, products, or research and development or, if no such list is attached, You represent and warrant that there are no such Prior Invention(s). Furthermore, You represent and warrant that if any Prior Invention(s) are included on Exhibit A, they will not materially affect Your ability to perform all obligations under this Agreement.

C. *Moral Rights*. Any assignment to the Employer of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, You hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. You agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by You (solely or jointly with others) during the term of Your employment with the Employer. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Employer. As between the Employer and You, the records are and will be available to and remain the sole property of the Employer at all times.

E. *Further Assurances*. You agree to assist the Employer, or its designee, at the Employer's expense, in every proper way to secure the Employer's rights in the Inventions in any and all countries, including the disclosure to the Employer of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Employer shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Employer, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. You further agree that Your obligations under this

Section 7(E) shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. You agree that, if the Employer is unable because of Your unavailability, mental or physical incapacity, or for any other reason to secure Your signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Employer in this Section then You hereby irrevocably designate and appoint the Employer and its duly authorized officers and agents as Your agent and attorney-in-fact, to act for and on Your behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

G. *Exception to Assignments*. You understand that the provisions of this Agreement requiring assignment of Inventions (as defined under Section 7(A) above) to the Employer do not apply to any Inventions which qualify under the provisions of California Labor Code Section 2870 and similar state laws, which includes Inventions that You develop entirely on Your own time, without using the Employer's equipment, supplies, facilities, or trade secret information, and that do not relate to the business of the Employer or the Employer's actual or reasonably anticipated research or development, or that do not result from any work performed by You for the Employer ("Prior Invention(s)"). You will advise the Employer promptly in writing of any Inventions that You believe constitute Prior Invention(s) and are not otherwise disclosed on Exhibit A to permit a determination of ownership by the Employer. Any such disclosure will be received in confidence. You agree that You will not incorporate, or permit to be incorporated, any Prior Invention(s) owned by You or in which You have an interest into an Employer product, process or service without the Employer's prior written consent. Notwithstanding the foregoing sentence, if, in the course of Your employment with the Employer, You incorporate into an Employer product, process or service an Prior Invention(s) owned by You or in which You have an interest, You hereby grant to the Employer a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Prior Invention(s) as part of or in connection with such product, process or service, and to practice any method related thereto.

8. **Restrictions on Solicitation.** In order to protect Employer's critical business interests, including but not limited to those with respect to Confidential Information, customer relationships, employee relationships, and vendor relationships, and Employer's investment in its products, services, technology, business planning, sales and marketing programs, and business strategies and plans, as well as its critical relationships with its

sales personnel, You agree that You will not, directly or indirectly, either on Your own behalf or on behalf of any other person or entity:

A. Attempt to persuade or solicit any person who is an employee, consultant or contractor of Employer to terminate or reduce their relationship with the Employer during Your employment with Employer, and for a period of two (2) years after termination of Your employment with Employer for any reason; and

B. Attempt to persuade or solicit any actual or prospective Customer, as defined herein, to terminate or reduce their relationship with the Employer during Your employment with Employer and for a period of one (1) year after termination of Your employment with Employer for any reason. "Customer" is defined as any person or entity, including but not limited to health care providers and facilities, to whom or to which You sold, negotiated the sales, supported, marketed or promoted products or services on behalf of Employer during the prior one (1) year in which You were employed by Employer, regardless of whether that Customer purchased Employer products from You or the Employer.

You acknowledge that the Employer's offer of consideration set forth in this Agreement is expressly conditioned upon Your agreement to be bound by the restrictions set forth in this Section 8 and the other terms and conditions of this Agreement, and that it constitutes sufficient, independent, mutually agreed upon consideration to support the restrictions in this Section 8. You also agree that the foregoing restrictions are reasonable and necessary to protect Employer and do not deprive You of the opportunity to suitably support You or Your family with other employment opportunities after Your employment with Employer ends.

During the restrictive periods set forth in this Section 8, You will inform any new employer, prior to accepting employment or providing consulting services, of the existence of this Agreement and provide such employer with a copy of this Agreement any addenda or exhibits.

9. **Return of Employer Property**. Upon separation from employment with the Employer for any reason, or at any earlier time as the Employer may request, You shall immediately return to Employer any and all Employer Property in Your possession or control and shall not keep any copies of such Employer Property in Your possession, in physical or electronic format. "Employer Property" means Confidential Information, including Employer equipment such as computer servers, messaging and email systems or accounts, applications for computers or mobile devices, web-based services (including cloud-based information storage accounts), smart phones, tablets, e-readers, telephone equipment, and other electronic media devices, all tangible embodiments of the Inventions, all electronically stored information and passwords to access such information, Employer credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions

of any of the foregoing items including, without limitation, those records maintained pursuant to Section 7(D).

Notwithstanding the foregoing, You understand that You are allowed to keep a copy of the personnel records relating to Your personal employment. After returning such Employer Property, You agree to permanently delete from any electronic media in Your possession, custody, or control any and all copies of such Employer Property. You also agree to provide Employer with a list of any documents that You created or are otherwise aware that are password-protected and the password(s) necessary to access such password-protected documents.

10. Miscellaneous.

A. *Applicable Law; Consent to Jurisdiction*. In the interest of facilitating the consistent interpretation of this Agreement, and in the interest of judicial efficiency and economy, if Your primary work location is Minnesota or any state other than California, this Agreement shall be governed by the laws of the State of Minnesota, without regard to any conflicts of law rules, unless otherwise required by the law of the state of Your primary work location. Accordingly, You consent to personal and exclusive jurisdiction and venue in the state and federal courts located in Hennepin County, State of Minnesota. If Your primary work location is California, this Agreement shall be governed by the laws of the State of California, without regard to any conflicts of law rules, and You agree to submit to personal jurisdiction in the state and federal courts in the State of California, and that any such action must be venued exclusively in Santa Clara County.

B. *Remedies*. In the event of a breach or threatened breach by You of any provision of this Agreement or its addenda or exhibits, the Employer shall be entitled to an injunction restraining You from such breach or threatened breach, without the necessity of posting a bond. Nothing contained herein shall be construed to prohibit the Employer from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from You. Moreover, if the Employer prevails against You, in whole or in part, in any action to enforce any provision of this Agreement or its addenda or exhibits, whether for injunctive relief or damages or both, then in addition to whatever injunctive relief or damages may be awarded, the Employer shall be entitled to its costs incurred in the successful pursuit of such action or portion thereof, including reasonable attorneys' fees.

C. *Assignability*. This Agreement will be binding upon Your heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Employer, its successors, and its assigns. Notwithstanding anything to the contrary herein, the Employer may assign this Agreement and its rights and obligations under this Agreement to any successor to all, or substantially all, of the Employer's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. For the avoidance of doubt, the Employer's

successors and assigns are authorized to enforce the Employer's rights under this Agreement.

D. *Entire Agreement*. This Agreement, together with the any addenda or exhibits attached hereto, sets forth the entire agreement and understanding between the Employer and You with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during Your hiring process. You represent and warrant that You are not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in Your duties, salary, compensation, conditions or any other terms of Your employment will not affect the validity or scope of this Agreement.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability*. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, including but not limited to Section 10(A), to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Chairman of the Board of the Employer, or another officer of the Company as designated by the Board of Directors of the Employer, and You. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. Waiver by the Employer of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

H. *Survivorship.* The rights and obligations of the Parties to this Agreement will survive termination of Your employment with the Employer.

I. *Counterparts*. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement may be executed by facsimile or e-mail of a PDF file, which shall have the same force and effect as original signatures.

[Remainder of page intentionally left blank; signature page to follow]

By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms of this Agreement:

EMPLOYEE:

/s/ Charles S. McKhann
Charles McKhann

Date: 10/31/2023

SILK ROAD MEDICAL, INC.

/s/ Kevin M. Klemz
By: Kevin M. Klemz

Title: Executive Vice President, Chief Legal Officer and Secretary

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description
-None-		

Inventions or improvements ___No___ (please type “yes” or “no”)

Additional Sheets Attached ___No___ (please type “yes” or “no”)

/s/ Charles S. McKhann
Signature

Charles Serge McKhann
Name of Employee (typed or printed)

11/2/2023
Date

SILK ROAD MEDICAL, INC

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (this "Agreement") is made between Silk Road Medical, Inc. (the "Company") and Charles McKhann (the "Executive"), effective as of November 2, 2023 (the "Effective Date").

This Agreement provides certain protections to the Executive in connection with a change in control of the Company or in connection with the involuntary termination of the Executive's employment under the circumstances described in this Agreement.

The Company and the Executive agree as follows:

1. Term of Agreement. This Agreement will have an initial term of three (3) years commencing on the Effective Date (the "Initial Term"). On the third (3rd) anniversary of the Effective Date, this Agreement will renew automatically for additional, one (1) year terms (each, an "Additional Term") unless either party provides the other party with written notice of nonrenewal at least one (1) year prior to the date of automatic renewal. Notwithstanding the foregoing, if a Change in Control occurs (a) when there are fewer than twelve (12) months remaining during the Initial Term or (b) during an Additional Term, the term of this Agreement will extend automatically through the date that is twelve (12) months following the date of the Change in Control. If the Executive becomes entitled to the benefits under Section 3 of this Agreement, then this Agreement will not terminate until all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and the Executive acknowledge that the Executive's employment is and will continue to be at-will, as defined under applicable law.

3. Severance Benefits.

(a) Qualifying Non-CIC Termination. On a Qualifying Non-CIC Termination (as defined below), the Executive will be eligible to receive the following payments and benefits from the Company:

(i) Salary Severance. A single, lump sum payment equal to eighteen (18) months of the Executive's Salary (as defined below), less applicable withholdings.

(ii) COBRA Coverage. Subject to Section 3(d), the Company will pay the premiums for coverage under COBRA (as defined below) for the Executive and the Executive's eligible dependents, if any, at the rates then in effect, subject to any subsequent changes in rates that are generally applicable to the Company's active employees (the "COBRA Coverage"), until the earliest of

(A) a period of eighteen (18) months from the date of the Executive's termination of employment, (B) the date upon which the Executive (and the Executive's eligible dependents, as applicable) becomes covered under similar plans, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA.

(iii) Equity Vesting Acceleration. Vesting acceleration (and exercisability, as applicable) as to that number of the then-unvested shares subject to each of the Executive's then-outstanding Company equity awards that were scheduled to vest solely based upon the Executive's continued services and would have vested in accordance with the applicable vesting schedule as if the Executive had been in service for an additional twelve (12) months after the date of the Executive's termination of employment. For the avoidance of doubt, the Executive's then outstanding Company equity awards that were scheduled to vest solely based upon the Executive's continued services and would have vested after such twelve (12) month period in accordance with the applicable vesting schedule and any other Company equity awards, including equity awards with performance-based vesting, will be terminated immediately and automatically forfeited by the Executive effective as of the date of the Executive's termination of employment, unless otherwise specified in the applicable equity award agreement governing such award.

(b) Qualifying CIC Termination. On a Qualifying CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) Salary Severance. A single, lump sum payment, less applicable withholdings, equal to twenty-four (24) months of the Executive's Salary (such number of months, the "Severance Period").

(ii) Bonus Severance. A single, lump sum payment, less applicable withholdings, equal to 200% of the Executive's target annual bonus as in effect for the fiscal year in which the Qualifying CIC Termination occurs.

(iii) COBRA Coverage. Subject to Section 3(d), the Company will provide COBRA Coverage until the earliest of (A) a period of months from the date of the Executive's termination of employment equal to the Severance Period (not to exceed eighteen (18) months), (B) the date upon which the Executive (and the Executive's eligible dependents, as applicable) becomes covered under similar plans, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA.

(iv) Equity Vesting Acceleration. Vesting acceleration (and exercisability, as applicable) as to 100% of the then-unvested shares subject to each of the Executive's then-outstanding Company equity awards. In the case of an equity award with performance-based vesting, unless otherwise specified in the applicable equity award agreement governing such award, all performance goals and other vesting criteria will be deemed achieved at target. For the avoidance of doubt, in the event of the Executive's Qualifying Pre-CIC Termination (as defined below), any unvested portion of the Executive's then-outstanding equity awards will remain outstanding until the earlier of (x) sixty (60) days following the Qualifying Termination or (y) the occurrence of a Change in Control, solely so that any benefits due on a Qualifying Pre-CIC Termination can be provided if a Change in Control occurs within sixty (60) days following the Qualifying Termination (provided that in no event will the Executive's stock options or similar equity awards remain outstanding beyond the equity award's maximum term to expiration). If no Change in Control occurs within sixty (60) days following a Qualifying Termination, any unvested portion

of the Executive's equity awards automatically and permanently will be forfeited on the sixtieth (60^{th}) day following the date of the Qualifying Termination without having vested.

(c) Termination Other Than a Qualifying Termination. If the termination of the Executive's employment with the Company Group is not a Qualifying Termination, then the Executive will not be entitled to receive severance or other benefits.

(d) Conditions to Receipt of COBRA Coverage. The Executive's receipt of COBRA Coverage is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive's eligible dependents, if any. If the Company determines in its sole discretion that it cannot provide the COBRA Coverage without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of any COBRA Coverage, the Company will provide to the Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue his or her group health coverage in effect on the date of his or her Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Coverage for the Executive and any of eligible dependents of the Executive) (each, a "COBRA Replacement Payment"), which COBRA Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Coverage period. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the COBRA Replacement Payments or any further COBRA Coverage.

(e) Non-Duplication of Payment or Benefits. For purposes of clarity, in the event of a Qualifying Pre-CIC Termination, any severance payments and benefits to be provided to the Executive under Section 3(b) will be reduced by any amounts that already were provided to the Executive under Section 3(a). Notwithstanding any provision of this Agreement to the contrary, if the Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any equity awards (other than under this Agreement) by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which any member of the Company Group is a party ("Other Benefits"), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to the Executive.

(f) Death of the Executive. In the event of the Executive's death before all payments or benefits the Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to the Executive's designated beneficiary, if living, or otherwise to the Executive's personal representative in a single lump sum as soon as possible following the Executive's death.

(g) Transfer Between Members of the Company Group. For purposes of this Agreement, if the Executive is involuntarily transferred from one member of the Company Group to

another, the transfer will not be a termination without Cause but may give the Executive the ability to resign for Good Reason.

(h) Exclusive Remedy. In the event of a termination of the Executive's employment with the Company Group, the provisions of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which the Executive may otherwise be entitled, whether at law, tort or contract, or in equity. The Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Agreement. If the Executive prevails, in whole or in part, in any action to enforce any provision of this Agreement, whether for injunctive relief or damages or both, then in addition to whatever injunctive relief or damages may be awarded, the Executive shall be entitled to recover his costs incurred in the successful pursuit of such action or portion thereof, including reasonable attorneys' fees.

4. Accrued Compensation. On any termination of the Executive's employment with the Company Group, the Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to the Executive under any Company-provided plans, policies, and arrangements.

5. Conditions to Receipt of Severance.

(a) Separation Agreement and Release of Claims. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive signing and not revoking the Company's then-standard separation agreement and release of claims (which may include an agreement not to disparage any member of the Company Group, non-solicit provisions, an agreement to assist in any litigation matters, and other standard terms and conditions) (the "Release" and that requirement, the "Release Requirement"), which must become effective and irrevocable no later than the 60th day following the Executive's Qualifying Termination (the "Release Deadline"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to severance payments or benefits under Section 3.

(b) Payment Timing. Any lump sum Salary or bonus payments under Sections 3(a)(i), 3(b)(i), and 3(b)(ii) will be provided on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable (the "Severance Start Date"), subject to any delay required by Section 5(d) below. Any taxable installments of any COBRA- related severance benefits that otherwise would have been made to the Executive on or before the Severance Start Date will be paid on the Severance Start Date, and any remaining installments thereafter will be provided as specified in this Agreement. Any restricted stock units, performance shares, performance units, and/or similar full value awards that accelerate vesting under Section 3(b)(iv) will be settled (x) on a date no later than ten (10) days following the date the Release becomes effective and irrevocable, or (y) if later, in the event of a Qualifying Pre-CIC Termination, on a date no later than the Change in Control.

(c) Return of Company Property. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive returning all documents and other property provided to the Executive by any member of the Company Group (with the exception of a copy of the Company employee handbook and personnel documents specifically relating to the Executive), developed or obtained by the Executive in connection with his or her employment with the Company Group, or otherwise belonging to the Company Group.

(d) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated under Section 409A of the Code (collectively, "Section 409A") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted in accordance with this intent. No payment or benefits to be paid to the Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until the Executive has a "separation from service" within the meaning of Section 409A. If, at the time of the Executive's termination of employment, the Executive is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Executive will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following the Executive's termination of employment. The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of the Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A- 2(b)(2). In no event will any member of the Company Group reimburse, indemnify, or hold harmless the Executive for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

(e) Resignation of Officer and Director Positions. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive resigning from all officer and director positions with all members of the Company Group and the Executive executing any documents the Company may require in connection with the same.

6. Limitation on Payments.

(a) Reduction of Severance Benefits. If any payment or benefit that the Executive would receive from any Company Group member or any other party whether in connection with the provisions in this Agreement or otherwise (the "Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Payment will be equal to the Best Results Amount. The "Best Results Amount" will be either (x) the full amount of the Payment or (y) a lesser amount that would result in no portion of the Payment being subject to the Excise Tax, whichever of those amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (that is, the vesting of the

most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will the Executive have any discretion with respect to the ordering of Payment reductions. The Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and the Executive will not be reimbursed, indemnified, or held harmless by any member of the Company Group for any of those payments of personal tax liability.

(b) Determination of Excise Tax Liability. Unless the Company and the Executive otherwise agree in writing, the Company will select a professional services firm (the "Firm") to make all determinations required under this Section 6, which determinations will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments for the Firm's services in connection with any calculations contemplated by this Section 6. The Company will have no liability to the Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

(a) "Board" means the Company's Board of Directors.

(b) "Cause" means: (i) the Executive's conviction of, or plea of guilty or nolo contendere to, a felony or a crime involving moral turpitude; (ii) the Executive's admission or conviction of, or plea of guilty or nolo contendere to, an intentional act of fraud, embezzlement or theft in connection with your duties or in the course of employment with the Company Group; (iii) the Executive's intentional wrongful damage to property of the Company Group; (iv) intentional unauthorized or wrongful use or disclosure of secret processes or of proprietary or confidential information of the Company Group (or any other party to whom the Executive owes an obligation of nonuse or nondisclosure as a result of the Executive's employment relationship with the Company), including but not limited to trade secrets and customer lists; (iv) the Executive's violation of any agreement not to compete with the Company Group or to solicit either its customers or employees on behalf of competitors while remaining employed with the Company Group; (v) the Executive's intentional violation of any policy or policies regarding ethical conduct; (vi) an act of dishonesty made by the Executive in connection with the Executive's responsibilities as an employee which materially harms the Company Group, or (vii) the Executive's intentional or continued failure to perform the Executive's duties with the Company Group, as determined in good faith by the Company after being provided with notice of such failure, such notice specifying in reasonable detail the tasks which must be accomplished and a timeline for the accomplishment to avoid termination for Cause, and an opportunity to cure within thirty (30) days of receipt of such notice.

(c) "Change in Control" means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group ("Person"), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total

voting power of the stock of the Company; provided, however, that for purposes of this subsection, (A) the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control, and (B) if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately prior to the change in ownership, the direct or indirect beneficial ownership of 50% or more of the total voting power of the stock of the Company or of the ultimate parent entity of the Company, such event will not be considered a Change in Control under this subsection (i). For this purpose, indirect beneficial ownership will include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12 month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this subsection (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company's assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection (iii), the following will not constitute a change in the ownership of a substantial portion of the Company's assets: (A) a transfer to an entity that is controlled by the Company's stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company's stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(d) “Change in Control Period” means the period beginning three (3) months prior to a Change in Control and ending twelve (12) months following a Change in Control.

(e) “COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(f) “Code” means the Internal Revenue Code of 1986, as amended.

(g) “Company Group” means the Company and its subsidiaries.

(h) “Disability” means a total and permanent disability as defined in Section 22(e)(3)

of the Code.

(i) “Employment Agreement” means that certain Employment Agreement between the Executive and the Company dated as of the date hereof, which contains at-will employment, confidential information, invention assignment and non-solicitation provisions.

(j) “Good Reason” means the termination of the Executive’s employment with the Company Group by the Executive in accordance with the next sentence after the occurrence of one or more of the following events without the Executive’s express written consent: (i) a material reduction of the Executive’s duties, authorities, or responsibilities relative to the Executive’s duties, authorities, or responsibilities in effect immediately prior to the reduction; provided, however, that continued employment following a Change in Control with substantially the same duties, authorities, or responsibilities with respect to the Company Group’s business and operations will not constitute “Good Reason” (for example, “Good Reason” does not exist if the Executive is employed by the Company Group or a successor with substantially the same duties, authorities, or responsibilities with respect to the Company Group’s business that the Executive had immediately prior to the Change in Control regardless of whether the Executive’s title is revised to reflect the Executive’s placement within the overall corporate hierarchy or whether the Executive provides services to a subsidiary, affiliate, business unit or otherwise); (ii) a reduction by a Company Group member in the Executive’s rate of annual base salary by more than 10%; provided, however, that, a reduction of annual base salary that also applies to substantially all other similarly situated employees of the Company Group members will not constitute “Good Reason”; (iii) a material change in the geographic location of the Executive’s primary work facility or location by more than 35 miles from the Executive’s then present location; provided, that a relocation to a location that is within 35 miles from the Executive’s then-present primary residence will not be considered a material change in geographic location, or (iv) failure of a successor corporation to assume the obligations under this Agreement as contemplated by Section 8. In order for the termination of the Executive’s employment with a Company Group member to be for Good Reason, the Executive must not terminate employment without first providing written notice to the Company of the acts or omissions constituting the grounds for “Good Reason” within 60 days of the initial existence of the grounds for “Good Reason” and a cure period of 30 days following the date of written notice (the “Cure Period”), the grounds must not have been cured during that time, and the Executive must terminate the Executive’s employment within 30 days following the Cure Period.

(k) “Qualifying Pre-CIC Termination” means a Qualifying CIC Termination that occurs prior to the date of the Change in Control.

(l) "Qualifying Termination" means a termination of the Executive's employment either (i) by a Company Group member without Cause (excluding by reason of Executive's death or Disability) or (ii) by the Executive for Good Reason, in either case, during the Change in Control Period (a "Qualifying CIC Termination") or outside of the Change in Control Period (a "Qualifying Non- CIC Termination").

(m) "Salary" means the Executive's annual base salary as in effect immediately prior to the Executive's Qualifying Termination (or if the termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Executive's annual base salary in effect immediately prior to the reduction) or, if the Executive's Qualifying Termination is a Qualifying CIC Termination and the amount is greater, at the level in effect immediately prior to the Change in Control.

8. Successors. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of the Executive upon the Executive's death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of the Executive's right to compensation or other benefits will be null and void.

9. Notice.

(a) General. All notices and other communications required or permitted under this Agreement shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by email, (iii) twenty-four (24) hours after confirmed facsimile transmission, (iv) one (1) business day after deposit with a recognized overnight courier, or (v) three (3) business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Executive, at the address the Executive shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Silk Road Medical, Inc.
1213 Innsbruck Drive
Sunnyvale, CA 94089
Attention: Vice President of Human Resources

With a copy to:

Silk Road Medical, Inc.
14755 27th Avenue North
Plymouth, MN 55447
Attention: Chief Legal Officer

(b) Notice of Termination. Any termination by a Company Group member for Cause will be communicated by a notice of termination to the Executive, and any termination by the Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in

accordance with Section 9(a) of this Agreement. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the later of (i) the giving of the notice or (ii) the end of any applicable cure period).

10. Resignation. The termination of the Executive's employment for any reason will also constitute, without any further required action by the Executive, the Executive's voluntary resignation from all officer and/or director positions held at any member of the Company Group, and at the Board's request, the Executive will execute any documents reasonably necessary to reflect the resignations.

11. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that the Executive may receive from any other source except as specified in Section 3(e).

(b) Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than the Executive) and by the Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement, including, for the avoidance of doubt, any other employment letter or agreement, severance policy or program, or equity award agreement.

(e) Choice of Law. This Agreement will be governed by the laws of the State of Minnesota without regard to Minnesota's conflicts of law rules that may result in the application of the laws of any jurisdiction other than Minnesota. To the extent that any lawsuit is permitted under this Agreement, Employee hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in Minnesota for any lawsuit filed against the Executive by the Company.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(g) Withholding. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll deductions. No member of the Company Group will pay the Executive's taxes arising from or relating to any payments or benefits under this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(*Remainder of page intentionally left blank; signature page follows*)

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

EXECUTIVE

/s/ Charles S. McKhann
Charles McKhann

Date: 10/31/2023

SILK ROAD MEDICAL, INC.

/s/ Kevin M. Klemz
By: Kevin M. Klemz

Title: Executive Vice President, Chief Legal Officer and Secretary

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SILK ROAD MEDICAL, INC.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "Agreement") is dated as of November 2, 2023, and is between Silk Road Medical, Inc., a Delaware corporation (together with its affiliates and subsidiaries, the "Company"), and Charles McKhann ("Indemnitee").

RECITALS

A. Indemnitee's service to the Company substantially benefits the Company.

B. Individuals are reluctant to serve as directors or officers of corporations or in certain other capacities unless they are provided with adequate protection through insurance or indemnification against the risks of claims and actions against them arising out of such service.

C. Indemnitee does not regard the protection currently provided by applicable law, the Company's governing documents and any insurance as adequate under the present circumstances, and Indemnitee may not be willing to serve as a director or officer without additional protection.

D. In order to induce Indemnitee to continue to provide services to the Company, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee as permitted by applicable law.

E. This Agreement is a supplement to and in furtherance of the indemnification provided in the Company's certificate of incorporation and bylaws, and any resolutions adopted pursuant thereto, and this Agreement shall not be deemed a substitute therefor, nor shall this Agreement be deemed to limit, diminish or abrogate any rights of Indemnitee thereunder.

The parties therefore agree as follows:

1. **Definitions.**

(a) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) *Acquisition of Stock by Third Party.* Any Person (as defined below) becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities;

(ii) *Change in Board Composition*. During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Company's board of directors, and any new directors (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 1(a)(i), 1(a)(iii) or 1(a)(iv)) whose election by the board of directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Company's board of directors;

(iii) *Corporate Transactions.* The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) *Liquidation.* The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) *Other Events.* Any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended, whether or not the Company is then subject to such reporting requirement, except the completion of the Company's initial public offering shall not be considered a Change in Control.

For purposes of this Section 1(a), the following terms shall have the following meanings:

(1) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; provided, however, that "Person" shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(2) "Beneficial Owner" shall have the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended; provided, however, that "Beneficial Owner" shall exclude any Person otherwise becoming a Beneficial Owner by reason of (i) the stockholders of the Company approving a merger of the Company with another entity or (ii) the Company's board of directors approving a sale of securities by the Company to such Person.

(b) “Corporate Status” describes the status of a person who is or was a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise.

(c) “DGCL” means the General Corporation Law of the State of Delaware.

(d) “Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) “Enterprise” means the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary.

(f) “Expenses” include all reasonable and actually incurred attorneys’ fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond or other appeal bond or their equivalent, and (ii) for purposes of Section 12(d), Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement or under any directors’ and officers’ liability insurance policies maintained by the Company. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) “Independent Counsel” means a law firm, or a partner or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning Indemnitee under this Agreement, or other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(h) “Proceeding” means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom and including without limitation any such Proceeding pending as of the date of this Agreement, in which Indemnitee was, is or will be involved as a party, a potential party, a non-party witness or otherwise by reason of (i) the fact that Indemnitee is or was a director or officer of the Company, (ii) any action taken by Indemnitee or any action or inaction on Indemnitee’s part

while acting as a director or officer of the Company, or (iii) the fact that he or she is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement.

(i) Reference to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

2. **Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

3. **Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

4. **Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** To the extent that Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on

Indemnitee's behalf in connection therewith. For purposes of this section, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

5. **Indemnification for Expenses of a Witness.** To the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

6. **Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 2, 3 or 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with the Proceeding or any claim, issue or matter therein.

(b) For purposes of Section 6(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL; and

(ii) the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

7. **Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid, subject to any subrogation rights set forth in Section 15;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley

Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Company's Board of Directors (the "Board") or the Compensation Committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Securities Exchange Act of 1934, as amended;

(e) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Company's board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise authorized in Section 12(d) or (iv) otherwise required by applicable law; or

(f) if prohibited by applicable law.

8. **Advances of Expenses.** The Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding prior to its final disposition, and such advancement shall be made as soon as reasonably practicable, but in any event no later than 90 days, after the receipt by the Company of a written statement or statements requesting such advances from time to time (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditure made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice). Advances shall be unsecured and interest free and made without regard to Indemnitee's ability to repay such advances. Indemnitee hereby undertakes to repay any advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company, and no other form of undertaking shall be required other than the execution of this Agreement. This Section 8 shall not apply to the extent advancement is prohibited by law and shall not apply to any Proceeding (or any part of any Proceeding) for which indemnity is not permitted under this Agreement, but shall apply to any Proceeding (or any part of any Proceeding) referenced in Section 7(b) or 7(c) prior to a determination that Indemnitee is not entitled to be indemnified by the Company.

9. **Procedures for Notification and Defense of Claim.**

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses as soon as reasonably practicable following the receipt by Indemnitee of notice thereof. The written notification to the Company shall include, in reasonable detail, a description of the nature of the Proceeding and the facts underlying the Proceeding. The failure by Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company

shall not constitute a waiver by Indemnitee of any rights, except to the extent that such failure or delay materially prejudices the Company.

(b) If, at the time of the receipt of a notice of a Proceeding pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect that may be applicable to the Proceeding, the Company shall give prompt notice of the commencement of the Proceeding to the insurers in accordance with the procedures set forth in the applicable policies. The Company shall thereafter take all commercially-reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event the Company may be obligated to make any indemnity in connection with a Proceeding, the Company shall be entitled to assume the defense of such Proceeding with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, conditioned or delayed, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. Notwithstanding the Company's assumption of the defense of any such Proceeding, the Company shall be obligated to pay the fees and expenses of Indemnitee's separate counsel to the extent (i) the employment of separate counsel by Indemnitee is authorized by the Company, (ii) counsel for the Company or Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, (iii) the Company is not financially or legally able to perform its indemnification obligations or (iv) the Company shall not have retained, or shall not continue to retain, counsel to defend such Proceeding. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's personal expense. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company.

(d) Indemnitee shall give the Company such information and cooperation in connection with the Proceeding as may be reasonably appropriate.

(e) The Company shall not be liable to indemnify Indemnitee for any settlement of any Proceeding (or any part thereof) without the Company's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(f) The Company shall not settle any Proceeding (or any part thereof) in a manner that imposes any penalty or liability on Indemnitee without Indemnitee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

10. **Procedures upon Application for Indemnification.**

(a) To obtain indemnification, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the

Proceeding. The Company shall, as soon as reasonably practicable after receipt of such request for indemnification, advise the board of directors that Indemnitee has requested indemnification. Any delay in providing the request will not relieve the Company from its obligations under this Agreement, except to the extent such failure is prejudicial.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a), a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Company's board of directors, by the stockholders of the Company. If it is determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within thirty days after such determination. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company, to the extent permitted by applicable law.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(b), the Independent Counsel shall be selected as provided in this Section 10(c). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Company's board of directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Company's board of directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof and (ii) the final disposition of the Proceeding, the parties have not agreed upon an Independent Counsel, either the

Company or Indemnitee may petition the Delaware Court of Chancery for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(b) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 12(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel.

11. **Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption by clear and convincing evidence.

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

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith to the extent Indemnitee relied in good faith on (i) the records or books of account of the Enterprise, including financial statements, (ii) information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, (iii) the advice of legal counsel for the Enterprise or its board of directors or counsel selected by any committee of the board of directors or (iv) information or records given or reports made to the Enterprise by an independent certified public accountant, an appraiser, investment banker or other expert selected with reasonable care by the Enterprise or its board of directors or any committee of the board of directors. The provisions of this Section 11(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met any applicable standard of conduct.

(d) Neither the knowledge, actions nor failure to act of any other director, officer, agent or employee of the Enterprise shall be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

12. **Remedies of Indemnitee.**

(a) Subject to Section 12(e), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 or 12(d) of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10 of this Agreement within 90 days after the later of the receipt by the Company of the request for indemnification or the final disposition of the Proceeding, (iv) payment of indemnification pursuant to this Agreement is not made (A) within thirty days after a determination has been made that Indemnitee is entitled to indemnification or (B) with respect to indemnification pursuant to Sections 4, 5 and 12(d) of this Agreement, within thirty days after receipt by the Company of a written request therefor, or (v) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by the Delaware Court of Chancery of his or her entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at his or her option, may seek an award in arbitration with respect to his or her entitlement to such indemnification or advancement of Expenses, to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a). The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration in accordance with this Agreement.

(b) Neither (i) the failure of the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor (ii) an actual determination by the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders that Indemnitee has not met the applicable standard of conduct, shall create a presumption that Indemnitee has or has not met the applicable standard of conduct. In the event that a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 12, the Company shall, to the fullest extent not prohibited by law, have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, by clear and convincing evidence.

(c) To the fullest extent not prohibited by law, the Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. If a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such

determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) To the extent not prohibited by law, the Company shall indemnify Indemnitee against all Expenses that are incurred by Indemnitee in connection with any action for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company to the extent Indemnitee is successful in such action, and, if requested by Indemnitee, shall (as soon as reasonably practicable, but in any event no later than 90 days, after receipt by the Company of a written request therefor) advance such Expenses to Indemnitee, subject to the provisions of Section 8.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification shall be required to be made prior to the final disposition of the Proceeding.

13. **Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amounts incurred by Indemnitee, whether for Expenses, judgments, fines or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the events and transactions giving rise to such Proceeding; and (ii) the relative fault of Indemnitee and the Company (and its other directors, officers, employees and agents) in connection with such events and transactions.

14. **Non-exclusivity.** The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's certificate of incorporation or bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's certificate of incorporation and bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change, subject to the restrictions expressly set forth herein or therein. Except as expressly set forth herein, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as expressly set forth herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

15. **Primary Responsibility.** The Company acknowledges that, to the extent Indemnitee is serving as a director on the Company's board of directors at the request or direction of a venture capital or private equity fund or entity and/ certain of its affiliates (collectively, the

"Secondary Indemnitors"), Indemnity has certain rights to indemnification and advancement of expenses provided by such Secondary Indemnitors. The Company agrees that, as between the Company and the Secondary Indemnitors, the Company is primarily responsible for amounts required to be indemnified or advanced under the Company's certificate of incorporation or bylaws or this Agreement and any obligation of the Secondary Indemnitors to provide indemnification or advancement for the same amounts is secondary to those Company obligations. To the extent not in contravention of any insurance policy or policies providing liability or other insurance for the Company or any director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, the Company waives any right of contribution or subrogation against the Secondary Indemnitors with respect to the liabilities for which the Company is primarily responsible under this Section 15. In the event of any payment by the Secondary Indemnitors of amounts otherwise required to be indemnified or advanced by the Company under the Company's certificate of incorporation or bylaws or this Agreement, the Secondary Indemnitors shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee for indemnification or advancement of expenses under the Company's certificate of incorporation or bylaws or this Agreement or, to the extent such subrogation is unavailable and contribution is found to be the applicable remedy, shall have a right of contribution with respect to the amounts paid; *provided, however,* that the foregoing sentence will be deemed void if and to the extent that it would violate any applicable insurance policy. The Secondary Indemnitors are express third-party beneficiaries of the terms of this Section 15.

16. **No Duplication of Payments.** The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise, subject to any subrogation right set forth in Section 15.

17. **Insurance.** To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, trustees, general partners, managing members, officers, employees, agents or fiduciaries of the Company or any other Enterprise, Indemnitee shall be covered by such policy or policies to the same extent as the most favorably-insured persons under such policy or policies in a comparable position.

18. **Subrogation.** In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

19. **Services to the Company.** Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of another Enterprise, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed from such position. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or

any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any Enterprise) is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), any existing formal severance policies adopted by the Company's board of directors or, with respect to service as a director or officer of the Company, the Company's certificate of incorporation or bylaws or the DGCL. No such document shall be subject to any oral modification thereof.

20. **Duration.** This Agreement shall continue until and terminate upon the later of (a) ten years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of any other Enterprise, as applicable; or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto.

21. **Successors.** This Agreement shall be binding upon the Company and its successors and assigns, including any direct or indirect successor, by purchase, merger, consolidation or otherwise, to all or substantially all of the business or assets of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

22. **Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to court order or other applicable law, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

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

24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; *provided, however*, that this Agreement is a supplement to and in furtherance of the Company's certificate of incorporation and bylaws and applicable law.

25. **Modification and Waiver.** No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties hereto. No amendment, alteration or repeal of this Agreement shall adversely affect any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

26. **Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to Indemnitee, to Indemnitee's address or electronic mail address as shown on the signature page of this Agreement or in the Company's records, as may be updated in accordance with the provisions hereof; or

(b) if to the Company, to the attention of the Chief Executive Officer or Chief Financial Officer of the Company at 1213 Innsbruck Drive, Sunnyvale, CA 94089, or at such other current address as the Company shall have furnished to Indemnitee, with a copy (which shall not constitute notice) to the attention of the Chief Legal Officer of the Company at 14755 27th Avenue North, Plymouth, MN 55447.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent *via* a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent *via* mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent *via* electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

27. **Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in

connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, The Corporation Trust Company, Wilmington, Delaware as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

28. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

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

(*Remainder of page intentionally left blank; signature page follows*)

The parties are signing this Indemnification Agreement as of the date stated in the introductory sentence.

EXECUTIVE

/s/ Charles S. McKhann
Charles McKhann

Date: 10/31/2023

SILK ROAD MEDICAL, INC.

/s/ Kevin M. Klemz
By: Kevin M. Klemz

Title: Executive Vice President, Chief Legal Officer and Secretary

SILK ROAD MEDICAL, INC.
2019 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

NOTICE OF RESTRICTED STOCK UNIT GRANT

Unless otherwise defined herein, the terms defined in the Silk Road Medical, Inc. 2019 Equity Incentive Plan (the "Plan") will have the same defined meanings in this Restricted Stock Unit Agreement, which includes the Notice of Restricted Stock Unit Grant (the "Notice of Grant"), the Terms and Conditions of Restricted Stock Unit Grant attached hereto as Exhibit A, and all other exhibits and appendices attached hereto (all together, the "Award Agreement").

Participant: [Participant Name]

The undersigned Participant has been granted the right to receive an Award of Restricted Stock Units, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: [Client Grant ID]

Date of Grant: [Grant Date]

Vesting Commencement Date: [Vesting Date 1]

Number of Restricted Stock Units: [Number of Awards Granted]

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth below, the Restricted Stock Units will vest in accordance with the following schedule:

[Vesting Schedule]

In the event Participant ceases to be a Service Provider for any or no reason before Participant vests in the Restricted Stock Units, the Restricted Stock Units and Participant's right to acquire any Shares hereunder will immediately terminate.

By Participant's signature and the signature of the representative of Silk Road Medical, Inc. (the "Company") below, Participant and the Company agree that this Award of Restricted Stock Units is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Unit Grant, attached hereto as Exhibit A, all of which are made a part of this document. **Notwithstanding the generality of the foregoing, Participant specifically understands, acknowledges and accepts the restrictions on solicitation provision contained in Section 15 of this Award Agreement.**

Participant acknowledges receipt of a copy of the Plan. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of the Plan and this Award Agreement. Participant hereby agrees to accept as binding, conclusive, and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and the Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated below.

By accepting this Award Agreement, Participant expressly consents to the sale of Shares to cover the Tax Withholding Obligations (as defined in the Terms and Conditions of Restricted Stock Unit Grant) arising from the Restricted Stock Units and any associated broker or other fees and agrees and acknowledges that Participant may not satisfy them by any means other than such sale of Shares, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.

PARTICIPANT:	SILK ROAD MEDICAL, INC.
[Electronic Signature] *Signature*	*Signature*
[Participant Name] *Print Name*	*Print Name*
	Title

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. Grant of Restricted Stock Units. The Company hereby grants to the individual (the "Participant") named in the Notice of Grant of Restricted Stock Units of this Award Agreement (the "Notice of Grant") under the Plan an Award of Restricted Stock Units, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19(c) of the Plan, in the event of a conflict between the terms and conditions of the Plan and this Award Agreement, the terms and conditions of the Plan shall prevail.

2. Company's Obligation to Pay. Each Restricted Stock Unit represents the right to receive a Share on the date it vests. Unless and until the Restricted Stock Units will have vested in the manner set forth in Section 3 or 4, Participant will have no right to payment of any such Restricted Stock Units. Prior to actual payment of any vested Restricted Stock Units, such Restricted Stock Unit will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting Schedule. Except as provided in Section 4, and subject to Section 5, the Restricted Stock Units awarded by this Award Agreement will vest in accordance with the vesting schedule set forth in the Notice of Grant, subject to Participant continuing to be a Service Provider through each applicable vesting date.

4. Payment after Vesting.

(a) General Rule. Subject to Section 8, any Restricted Stock Units that vest will be paid to Participant (or in the event of Participant's death, to his or her properly designated beneficiary or estate) in whole Shares. Subject to the provisions of Section 4(b), such vested Restricted Stock Units shall be paid in whole Shares as soon as practicable after vesting, but in each such case within sixty (60) days following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of payment of any Restricted Stock Units payable under this Award Agreement.

(b) Acceleration.

(i) Discretionary Acceleration. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock Units at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock Units will be considered as having vested as of the date specified by the Administrator. If Participant is a U.S. taxpayer, the payment of Shares vesting pursuant to this Section 4(b) shall in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Award Agreement only by direct and specific reference to such sentence.

(ii) Notwithstanding anything in the Plan or this Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Restricted Stock Units is accelerated in

connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Section 409A, as determined by the Company), other than due to Participant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of such termination as a Service Provider and (y) the payment of such accelerated Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to Participant on or within the six (6) month period following Participant's termination as a Service Provider, then the payment of such accelerated Restricted Stock Units will not be made until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless Participant dies following his or her termination as a Service Provider, in which case, the Restricted Stock Units will be paid in Shares to Participant's estate as soon as practicable following his or her death.

(c) Section 409A. It is the intent of this Award Agreement that it and all payments and benefits to U.S. taxpayers hereunder be exempt from, or comply with, the requirements of Section 409A so that none of the Restricted Stock Units provided under this Award Agreement or Shares issuable thereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to be so exempt or so comply. Each payment payable under this Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). However, in no event will the Company reimburse Participant, or be otherwise responsible for, any taxes or costs that may be imposed on Participant as a result of Section 409A. For purposes of this Award Agreement, "Section 409A" means Section 409A of the Code, and any final Treasury Regulations and Internal Revenue Service guidance thereunder, as each may be amended from time to time.

5. Forfeiture Upon Termination as a Service Provider. Notwithstanding any contrary provision of this Award Agreement, if Participant ceases to be a Service Provider for any or no reason, the then-unvested Restricted Stock Units awarded by this Award Agreement will thereupon be forfeited at no cost to the Company and Participant will have no further rights thereunder.

6. Tax Consequences. Participant has reviewed with his or her own tax advisors the U.S. federal, state, local and non-U.S. tax consequences of this investment and the transactions contemplated by this Award Agreement. With respect to such matters, Participant relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Participant understands that Participant (and not the Company) shall be responsible for Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Award Agreement.

7. Death of Participant. Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant's designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant's estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

8. Tax Obligations

(a) Responsibility for Taxes. Participant acknowledges that, regardless of any action taken by the Company or, if different, Participant's employer (the "Employer") or Parent or Subsidiary to which Participant is providing services (together, the Company, Employer and/or Parent or Subsidiary to which the Participant is providing services, the "Service Recipient"), the ultimate liability for any tax and/or social insurance liability obligations and requirements in connection with the Restricted Stock Units, including, without limitation, (i) all federal, state, and local taxes (including the Participant's Federal Insurance Contributions Act (FICA) obligation) that are required to be withheld by the Company or the Employer or other payment of tax-related items related to Participant's participation in the Plan and legally applicable to Participant, (ii) the Participant's and, to the extent required by the Company (or Service Recipient), the Company's (or Service Recipient's) fringe benefit tax liability, if any, associated with the grant, vesting, or settlement of the Restricted Stock Units or sale of Shares, and (iii) any other Company (or Service Recipient) taxes the responsibility for which the Participant has, or has agreed to bear, with respect to the Restricted Stock Units (or settlement thereof or issuance of Shares thereunder) (collectively, the "Tax Obligations"), is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Service Recipient. Participant further acknowledges that the Company and/or the Service Recipient (A) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends or other distributions, and (B) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Restricted Stock Units to reduce or eliminate Participant's liability for Tax Obligations or achieve any particular tax result. Further, if Participant is subject to Tax Obligations in more than one jurisdiction between the Date of Grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Service Recipient (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction. If Participant fails to make satisfactory arrangements for the payment of any required Tax Obligations hereunder at the time of the applicable taxable event, Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares.

(b) Tax Withholding and Default Sell-to-Cover Method of Tax Withholding. When Shares are issued as payment for vested Restricted Stock Units, Participant generally will recognize immediate U.S. taxable income if Participant is a U.S. taxpayer. If Participant is a non-U.S. taxpayer, Participant will be subject to applicable taxes in his or her jurisdiction. Subject to Section 8(c), the minimum amount of Tax Obligations which the Company determines must be withheld with respect to this Award ("Tax Withholding Obligation") will be satisfied by Shares being sold on Participant's behalf at the prevailing market price pursuant to such procedures as the Company may specify from time to time, including through a broker-assisted arrangement (it being understood that the Shares to be sold must have vested pursuant to the terms of this Award Agreement and the Plan) (the "Sell-to-Cover Method"). The proceeds from the Sell-to-Cover Method will be used to satisfy Participant's Tax Withholding Obligation arising with respect to this Award. In addition to Shares sold to satisfy the Tax Withholding Obligation, additional Shares will be sold to satisfy any associated broker or other fees. Only whole Shares will be sold through the Sell-to-Cover Method to satisfy any Tax Withholding Obligation and any associated broker or other fees. Any proceeds from the sale of Shares in excess of the Tax Withholding Obligation and any associated broker or other fees generated

through the Sell-to-Cover Method will be paid to Participant in accordance with procedures the Company may specify from time to time. **By accepting this Award, Participant expressly consents to the sale of Shares to cover the Tax Withholding Obligation (and any associated broker or other fees) through the Sell-to-Cover Method and agrees and acknowledges that Participant may not satisfy them by any means other than such sale of Shares, unless required to do so by the Administrator or pursuant to the Administrator's express written consent.**

(c) Administrator Discretion. Notwithstanding the foregoing Sections 8(a) and 8(b), if the Administrator determines it is in the best interests of the Company for Participant to satisfy Participant's Tax Withholding Obligation by a method other than through the default Sell-to-Cover Method described in Section 8(b), it may permit or require Participant to satisfy Participant's Tax Withholding Obligation, in whole or in part (without limitation), if permissible by Applicable Laws, by (i) paying cash, (ii) withholding the amount of such Tax Withholding Obligation from Participant's wages or other cash compensation paid to Participant by the Company and/or the Service Recipient, (iii) delivering to the Company Shares that Participant owns and that have vested with a fair market value equal to the amount required to be withheld (or such greater amount up to the maximum statutory rate applicable to the Participant if permitted by the Administrator and provided such greater amount would not result in adverse financial accounting consequences to the Company as determined by the Administrator), (iv) by having the Company withhold otherwise deliverable Shares having a fair market value equal to the amount required to be withheld (or such greater amount up to the maximum statutory rate applicable to the Participant if permitted by the Administrator and provided such greater amount would not result in adverse financial accounting consequences to the Company as determined by the Administrator) or (v) such other means as the Administrator deems appropriate.

(d) Company's Obligation to Deliver Shares. For clarification purposes, in no event will the Company issue Participant any Shares unless and until arrangements satisfactory to the Administrator have been made for the payment of Participant's Tax Withholding Obligation. If Participant fails to make satisfactory arrangements for the payment of such Tax Withholding Obligations hereunder at the time any applicable Restricted Stock Units otherwise are scheduled to vest pursuant to Sections 3 or 4 or Participant's Tax Withholding Obligations otherwise become due, Participant will permanently forfeit such Restricted Stock Units to which Participant's Tax Withholding Obligation relates and any right to receive Shares thereunder and such Restricted Stock Units will be returned to the Company at no cost to the Company. Participant acknowledges and agrees that the Company may refuse to issue or deliver the Shares if such Tax Obligations are not delivered at the time they are due.

9. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book entry form) will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). After such issuance, recordation, and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

10. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE RESTRICTED STOCK UNITS PURSUANT TO THE

VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER, WHICH UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW IS AT THE WILL OF THE COMPANY (OR THE SERVICE RECIPIENT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK UNIT AWARD OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE SERVICE RECIPIENT) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER, SUBJECT TO APPLICABLE LAW, WHICH TERMINATION, UNLESS PROVIDED OTHERWISE UNDER APPLICABLE LAW, MAY BE AT ANY TIME, WITH OR WITHOUT CAUSE.

11. Grant is Not Transferable. Except to the limited extent provided in Section 7, this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. Nature of Grant. In accepting the grant, Participant acknowledges, understands, and agrees that:

(a) the grant of the Restricted Stock Units is voluntary and occasional and does not create any contractual or other right to receive future grants of Restricted Stock Units, or benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been granted in the past;

(b) all decisions with respect to future Restricted Stock Units or other grants, if any, will be at the sole discretion of the Company;

(c) Participant is voluntarily participating in the Plan;

(d) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not intended to replace any pension rights or compensation;

(e) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income and value of same, are not part of normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(f) the future value of the underlying Shares is unknown, indeterminable and cannot be predicted;

(g) for purposes of the Restricted Stock Units, Participant's status as a Service Provider will be considered terminated as of the date Participant is no longer actively providing

services to the Company or any Parent or Subsidiary (regardless of the reason for such termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Award Agreement (including by reference in the Notice of Grant to other arrangements or contracts) or determined by the Administrator, Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any, unless Participant is providing bona fide services during such time); the Administrator shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Restricted Stock Units grant (including whether Participant may still be considered to be providing services while on a leave of absence and consistent with local law);

(h) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Award Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares; and

(i) the following provisions apply only if Participant is providing services outside the United States:

(i) the Restricted Stock Units and the Shares subject to the Restricted Stock Units are not part of normal or expected compensation or salary for any purpose;

(ii) Participant acknowledges and agrees that none of the Company, the Employer or any Parent or Subsidiary shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement; and

(iii) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's employment or service agreement, if any), and in consideration of the grant of the Restricted Stock Units to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company, any Parent or Subsidiary or the Service Recipient, waives his or her ability, if any, to bring any such claim, and releases the Company, any Parent or Subsidiary and the Service Recipient from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

13. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

14. ***Data Privacy***. ***Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer or other Service Recipient, the Company and any Parent or Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.***

Participant understands that the Company and the Service Recipient may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Participant understands that Data will be transferred to a stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration, and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country of operation (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company, any stock plan service provider selected by the Company and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands if he or she resides outside the United States, he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing the consents herein on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her status as a Service Provider and career with the Service Recipient will not be adversely affected; the only adverse consequence of refusing or withdrawing Participant's consent is that the Company would not be able to grant Participant Restricted Stock Units or other equity awards or administer or maintain such awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her

local human resources representative.

15. Restrictions on Solicitation. In order to protect the Company's critical business interests, including but not limited to those with respect to confidential information, customer relationships, employee relationships, and vendor relationships, and the Company's investment in its products, services, technology, business planning, sales and marketing programs, and business strategies and plans, as well as its critical relationships with its sales personnel, Participant agrees that Participant will not, directly or indirectly, either on Participant's own behalf or on behalf of any other person or entity:

(a) Attempt to persuade or solicit any person who is an employee, consultant or contractor of the Company to terminate or reduce their relationship with the Company during Participant's employment or other service with the Company, and for a period of two (2) years after termination of the Participant's employment or service with the Company for any reason; and

(b) Attempt to persuade or solicit any actual or prospective Customer (as hereinafter defined), to terminate or reduce their relationship with the Company during Participant's employment or service with the Company and for a period of one (1) year after termination of Participant's employment or service with the Company for any reason. "Customer" is defined as any person or entity, including but not limited to health care providers and facilities, to whom or to which Participant sold, negotiated the sales, supported, marketed or promoted products or services on behalf of the Company during the prior one (1) year in which Participant was employed by or provided service to the Company, regardless of whether that Customer purchased Company products from Participant or the Company.

Participant acknowledge that the Company's offer of consideration set forth in this Agreement is expressly conditioned upon Participant's agreement to be bound by the restrictions set forth in this Section 15 and the other terms and conditions of this Agreement, and that it constitutes sufficient, independent, mutually agreed upon consideration to support the restrictions in this Section 15. Participant also agrees that the foregoing restrictions are reasonable and necessary to protect the Company and do not deprive Participant of the opportunity to suitably support Participant or Participant's family with other employment opportunities after Participant's employment or service with the Company ends.

During the restrictive periods set forth in this Section 15, Participant will inform any new employer, prior to accepting employment or providing consulting services, of the existence of this Agreement and provide such employer with a copy of this Agreement any addenda or exhibits.

In the event of a breach or threatened breach by Participant of this Section 15, the Company shall be entitled to an injunction restraining Participant from such breach or threatened breach, without the necessity of posting a bond. Nothing contained herein shall be construed to prohibit the Company from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from Participant. Moreover, if the Company prevails against Participant, in whole or in part, in any action to enforce any provision of this Section 15, whether for injunctive relief or damages or both, then in addition to whatever injunctive relief or damages may be awarded, the Company shall be entitled to its costs incurred in the successful pursuit of such action or portion thereof, including reasonable attorneys' fees.

16. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company at Silk Road Medical, Inc., 1213 Innsbruck Dr., Sunnyvale, CA 94089, or at such other address as the Company may hereafter designate in writing.

17. Electronic Delivery and Acceptance. The Company may, in its sole discretion, decide to deliver any documents related to the Restricted Stock Units awarded under the Plan or future Restricted Stock Units that may be awarded under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or a third party designated by the Company.

18. No Waiver. Either party's failure to enforce any provision or provisions of this Award Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent that party from thereafter enforcing each and every other provision of this Award Agreement. The rights granted both parties herein are cumulative and shall not constitute a waiver of either party's right to assert all other legal remedies available to it under the circumstances.

19. Successors and Assigns. The Company may assign any of its rights under this Award Agreement to single or multiple assignees, and this Award Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Award Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns. The rights and obligations of Participant under this Award Agreement may only be assigned with the prior written consent of the Company.

20. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or non-U.S. law, the tax code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate) hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. Subject to the terms of the Award Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of the Restricted Stock Units as the Administrator may establish from time to time for reasons of administrative convenience.

21. Language. If Participant has received this Award Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

22. Interpretation. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Restricted Stock Units have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding

upon Participant, the Company and all other interested persons. Neither the Administrator nor any person acting on behalf of the Administrator will be personally liable for any action, determination, or interpretation made in good faith with respect to the Plan or this Award Agreement.

23. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

24. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock Units under the Plan, and has received, read, and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

25. Modifications to the Award Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A in connection with this Award of Restricted Stock Units.

26. Governing Law; Venue; Severability. In the interest of facilitating the consistent interpretation of this Award Agreement, and in the interest of judicial efficiency and economy, if the Participant's primary work location is Minnesota or any state other than California, this Award Agreement and the Restricted Stock Units shall be governed by the laws of the State of Minnesota, without regard to any conflicts of law rules, unless otherwise required by the law of the state of the Participant's primary work location. Accordingly, the Participant consents to personal and exclusive jurisdiction and venue in the state and federal courts located in Hennepin County, State of Minnesota. If the Participant's primary work location is California, this Agreement shall be governed by the laws of the State of California, without regard to any conflicts of law rules, and the Participant agrees to submit to personal jurisdiction in the state and federal courts in the State of California, and that any such action must be venued exclusively in Santa Clara County. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Award Agreement shall continue in full force and effect.

27. Entire Agreement. The Plan is incorporated herein by reference. The Plan and this Award Agreement (including the appendices and exhibits referenced herein) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, and may not be modified adversely to the Participant's interest except by means of a writing signed by the Company and Participant.

28. Country Addendum. Notwithstanding any provisions in this Award Agreement, the Restricted Stock Unit grant shall be subject to any special terms and conditions set forth in an appendix

(if any) to this Award Agreement for any country whose laws are applicable to Participant and this Award of Restricted Stock Units (as determined by the Administrator in its sole discretion) (the "Country Addendum"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special terms and conditions for such country will apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Award Agreement.

SILK ROAD MEDICAL, INC.
2019 EQUITY INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT
COUNTRY ADDENDUM

TERMS AND CONDITIONS

This Country Addendum includes additional terms and conditions that govern the Award of Restricted Stock Units granted to Participant under the Plan if Participant works in one of the countries listed below. If Participant is a citizen or resident of a country (or is considered as such for local law purposes) other than the one in which he or she is currently working or if Participant relocates to another country after receiving the Award of Restricted Stock Units, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to Participant.

Certain capitalized terms used but not defined in this Country Addendum shall have the meanings set forth in the Plan, and/or the Restricted Stock Unit Agreement to which this Country Addendum is attached.

NOTIFICATIONS

This Country Addendum also includes notifications relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries listed in this Country Addendum, as of [Acceptance Date]. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the notifications herein as the only source of information relating to the consequences of his or her participation in the Plan because the information may be outdated when Participant vests in the Restricted Stock Units and acquires Shares, or when Participant subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in Participant's country may apply to Participant's situation.

Finally, if Participant is a citizen or resident of a country other than the one in which Participant is currently working (or is considered as such for local law purposes) or if Participant moves to another country after receiving the Award of Restricted Stock Units, the information contained herein may not be applicable to Participant.

EXECUTIVE RETIREMENT AND TRANSITION AGREEMENT

This Executive Retirement and Transition Agreement (this "**Agreement**"), together with the Release of Claims ("**Release**") attached as **Exhibit A** to this Agreement, are made by and between Erica J. Rogers, a California resident, on behalf of herself, her agents, heirs, executors and administrators (the "**Executive**"), and Silk Road Medical, Inc., a Delaware corporation (the "**Company**") ("**Executive**" and "**Company**" collectively, the "**Parties**").

After serving as President and Chief Executive Officer and a member of the Board of Directors (the "**Board**") of the Company for over 11 years, Executive wishes to retire as an officer, director and employee of the Company effective November 2, 2023.

In recognition of the value of the Executive's continued services to the Company, the Board has requested, and the Executive has agreed, to serve as a senior advisor to the Board for a period of one year to provide advisory consulting services and assist in the leadership transition and the Company's continued growth, subject to the terms and provisions of this Agreement and pursuant to the terms of a consulting agreement, attached as **Exhibit B** to this Agreement (the "**Consulting Agreement**").

Recognizing the Executive's dedicated service to the Company and that a resignation from employment generally implicates potential transition and legal issues, the Company is willing to provide the Executive with certain benefits as provided in this Agreement in exchange for a full and final release of claims by the Executive and the Executive's willingness to remain as an independent consultant of the Company for a one-year period pursuant to the terms set forth in this Agreement and the Consulting Agreement. While the Executive does not believe she has any claims against the Company, the Executive, nevertheless, agrees to resolve any actual and potential claims arising out of her employment with and retirement from the Company by entering into this Agreement.

In consideration of this entire Agreement and Release, the legal sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Retirement as Officer, Director and Employee**. The Executive agrees to and hereby retires and resigns as President and Chief Executive Officer and as an officer, director and employee of Company and all subsidiaries and affiliates of the Company effective November 2, 2023 (the "**Retirement Date**"). In furtherance of the foregoing, upon the request of the Company, the Executive agrees to execute and deliver to the Company any resignations or corporate, governmental or other documents reasonably necessary to effect the Executive's retirement and resignation hereby as an officer and/or director of the Company and any and all subsidiaries and affiliates of the Company. For clarity and the avoidance of doubt, the Executive and the Company understand, acknowledge and agree that the Executive's retirement and resignation hereunder is voluntary and that no "Qualifying Termination," as defined under and within the meaning of that certain Amended and Restated Change in Control and Severance Agreement effective as of June 22, 2022 between the Company and the Executive (the "**CIC and Severance**

Agreement"), has occurred; and therefore, no severance or other benefits are due and payable thereunder.

2. **Consideration**. The Company shall, after receipt of a fully executed Agreement and Release as attached as **Exhibit A** to this Agreement, after the expiration of all rescission periods as set forth in the attached Release and provided the Executive does not rescind or revoke the Release and otherwise complies with the obligations in this Agreement and Release, provide the Executive with the following "**Consideration**":

A. Consulting Agreement. The Company will provide the Executive with the consulting fees, subject to the terms and conditions of the Consulting Agreement.

B. COBRA Premiums. Subject to the terms of this **Section 2.B**., the Company will pay the premiums for coverage under COBRA (as defined below) for the Executive and the Executive's eligible dependents, if any, at the rates then in effect, subject to any subsequent changes in rates that are generally applicable to the Company's active employees (the "**COBRA Coverage**"), until the earliest of (A) a period of 18 months from the Retirement Date, (B) the date upon which the Executive (and the Executive's eligible dependents, as applicable) becomes covered under similar plan, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA. Notwithstanding the foregoing, the Executive's receipt of COBRA Coverage is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive's eligible dependents, if any. If the Company determines in its sole discretion that it cannot provide the COBRA Coverage without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of any COBRA Coverage, the Company will provide to the Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium plus an amount to pay for expected state and federal taxes (herein "**Gross-up**") that the Executive would be required to pay to continue her group health coverage in effect on the Retirement Date (which amount will be based on the premium rates applicable for the first month of COBRA Coverage for the Executive and any of eligible dependents of the Executive) (each, a "**COBRA Replacement Payment**"), which COBRA Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Coverage period. For the avoidance of doubt, the COBRA Replacement Payments including Gross-up may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the COBRA Replacement Payments or any further COBRA Coverage.

C. 2023 Annual Bonus. The Company will distribute to the Executive the bonus for 2023 ("**2023 Bonus**"), assuming full year employment for the Executive and not pro-rated as of the Resignation Date, at the same time that the Company distributes bonuses to other employees, but not later than March 15, 2024. The Company will calculate the amount of the 2023 Bonus, if any, based upon the Company's application of the applicable bonus plan criteria for the relevant period. The Executive will have access to any documents reasonably necessary to calculate 2023 Bonus.

D. Treatment of Outstanding Equity Awards. The Company previously granted the Executive certain equity awards (collectively, the "**Equity Awards**") covering shares of the Company's common stock under the Silk Road Medical, Inc. 2019 Equity Incentive Plan and the Silk Road Medical, Inc. 2007 Stock Plan, as amended (collectively, the "**Plans**") and the terms and conditions of the applicable award agreement governing such Equity Awards (each an "**Award Agreement**" and collectively the "**Award Agreements**"), each of which outstanding Equity Awards is described on **Exhibit C** attached to this Agreement. With respect to the treatment of the Equity Awards, notwithstanding the terms of the Plans and Award Agreements, the Company and the Executive agree as follows:

(i) With respect the stock options held by the Executive and described on **Exhibit C** attached to this Agreement (collectively, the "**Options**"), the Options that are unvested as of the Retirement Date will continue to vest during the term of the Consulting Agreement pursuant to the terms of the Award Agreements, and upon termination of the Consulting Agreement, the Options that are unvested and unexercisable as of such termination date will terminate immediately and be of no force and effect, and the Options that are vested and exercisable as of such termination date will remain vested and exercisable for a period of up to two (2) years thereafter or three (3) years from the Retirement Date, whichever is longer; provided, however, that in no event will any Option be exercisable after the expiration date of such Option.

(ii) With respect the timed-based restricted stock unit held by the Executive and described on **Exhibit C** attached to this Agreement (collectively, the "**RSUs**") the RSUs that would have vested pursuant to the terms of the Award Agreements during the one-year term of the Consulting Agreement, as described on Exhibit C, will be immediately vested as of the Retirement Date and settled pursuant to the terms thereof.

(iii) With respect to the performance stock units held by the Executive and described on **Exhibit C** attached to this Agreement (collectively, the "**PSUs**"), all of the PSUs will terminate immediately as of the Retirement Date and be of no force and effect.

The Parties agree that the foregoing Consideration is over and above anything owed to the Executive by law, contract, or under the policies of the Company, and will be provided to

the Executive in exchange for, and specifically contingent upon, the Executive entering into this Agreement and the Release.

The Parties understand, acknowledge and agree that regardless of whether the Executive signs this Agreement, the Executive will be entitled to receive all accrued but unpaid vacation of 276 hours, expense reimbursements, wages, and other benefits due to the Executive for work performed through the Retirement Date.

3. **Release**. As a partial condition of receiving the Consideration described above, the Executive will execute the Release attached as **Exhibit A** to this Agreement, and will not rescind or revoke the Release.

4. **Time to Consider**. The Executive acknowledges that the Executive has at least 21 days beginning the day after her receipt of this Agreement and attached Release to consider the terms of this Agreement and Release. If the Executive has not executed this Agreement and Release on or before the 21st day after the Executive's receipt of this Agreement and Release, the Company may withdraw the offer of Consideration set forth in Section 2, and if withdrawn, the Executive would not receive the Consideration offered under this Agreement.

5. **Benefits**. The Executive's eligibility to participate in, and participation in any Company-sponsored benefit plans, will terminate on the Retirement Date, unless otherwise provided by the relevant plan documents or law.

6. **Executive Compensation, Fringe Benefit, and/or Bonus Plans**. The Executive's coverage under the CIC and Severance Agreement and any Company-sponsored bonus, benefit, commission, or other compensation plan will end as of the Retirement Date, unless otherwise provided for by the terms of this Agreement, the plan or applicable law. By entering into this Agreement, the Executive acknowledges that the Executive's retirement is voluntary and the Executive is not entitled to any severance or other benefits under the CIC and Severance Agreement or any other Company or Released Party (as defined in the Release) severance plan in connection with the Executive's retirement as an officer, director and employee of the Company.

7. **Payment of Salary and Receipt of All Benefits**. The Executive acknowledges and represents that, other than the Consideration set forth in this Agreement and in the Consulting Agreement, Company has paid or provided all salary, wages, bonuses, accrued vacation/paid time off, premiums, leaves, housing allowances, relocation costs, interest, severance, outplacement costs, fees, reimbursable expenses, commissions, stock, stock options, vesting, and any and all other benefits and compensation due to the Executive.

8. **Mutual Non-Disparagement**. Unless otherwise required by law, including but not limited to the National Labor Relations Act, with the sole exception of activity that is protected by federal, state or local discrimination or employment laws and activity that is required by law, the Executive will not, directly or indirectly, individually or in concert with others, engage in any conduct or make any statement that is defamatory, disparaging, critical, derogatory or negative oral or written comments regarding the Company, or its products or services. The Company agrees that neither the Company nor any of its subsidiaries or affiliates (specifically by and/or through senior-level management personnel and Board

members) will make any defamatory, disparaging, critical, derogatory or negative oral or written comments regarding the Executive or her business acumen.

9. **Return of Company Property**. As a condition of the Consideration described in Section 2 of this Agreement, the Executive certifies, by entering into this Agreement, that Executive has returned, or will, by the Retirement Date, return to the Company all Company property in the Executive's possession or control, including electronically stored information, documents, correspondence, reports, manuals, records, samples, drawings, orders, files, notes, computers, laptop computers, cell phones, other devices, access cards, fobs, keys, and any other information or materials related to the Company's business that the Executive has compiled, generated or received while working for the Company, including all copies, in whatever format and wherever stored ("**Company Property**"). The Executive further warrants and certifies that the Executive has not, unless authorized by and solely on behalf of the Company, duplicated, distributed, disclosed or retained, by any means, electronic or otherwise, any Company Property. Notwithstanding the foregoing, the Executive may retain her current Company laptop (MacBook Air serial # PKP69XPV6K) and the information in her personal files thereon, following inspection of the laptop by the Company's information technology group and deletion of any Company information contained thereon.

10. **Not a Designated Spokesperson**. Effective as of the Retirement Date, the Executive will not be a designated spokesperson of the Company. Accordingly, the Executive will not be authorized to: (1) speak on behalf of the Company or any of its subsidiaries or affiliates with analysts, market professionals, investors, members of the media, customers, sales agents, distributors, employees or otherwise; (2) issue statements on behalf of the Company or any of its subsidiaries or affiliates; or (3) communicate information about the Company to any such persons, unless specifically asked to do so in writing by the current President and Chief Executive Officer or Chief Financial Officer of the Company. The Executive will refer all inquiries from such persons or any request for an interview to either the current President and Chief Executive Officer or Chief Financial Officer of the Company.

11. **Post-Employment Obligations under Prior Agreements and Company Policies and Procedures**. The Executive acknowledges that, separate from this Agreement, the Executive remains bound by and must comply with the post-employment obligations set forth in that certain Confidentiality, Non-Interference, and Invention Assignment Agreement dated October 23, 2012, between Company and the Executive (the "Employment Agreement"), a copy of which is attached as **Exhibit D-1** to this Agreement, and the CIC and Severance Agreement, a copy of which is attached to this Agreement as **Exhibit D-2** (collectively, the "**Prior Employment Agreements**"). These obligations are in addition to the Executive's confidentiality and other obligations under policies and procedures of the Company and its subsidiaries and affiliates applicable to the Executive and which by their terms extend beyond the Retirement Date, including without limitation, the Company's Code of Business Conduct and Ethics, Insider Trading Policy and Clawback Policy, which Clawback Policy will be adopted by the Company no later than December 1, 2023 effective as of October 2, 2023 and will apply to the Executive as a former executive officer of the Company. The Executive understands, acknowledges and agrees that the Executive remains subject to such post-termination obligations in the Prior Employment Agreements, the Company's policies and procedures and the Consulting

Agreement. The Parties understand, acknowledge and agree that the Company's insider trading policy shall only be applicable to the Executive during the time the Executive provides services under the Consulting Agreement.

12. **Duty to Notify**. The Executive agrees both to immediately notify the Company upon receipt of any such subpoena or court order or written request from an administrative agency or the legislature, and to furnish, within three (3) business days of its receipt, a copy of such subpoena or other court order or written request from an administrative agency or the legislature. If a Party is approached by anyone for counsel or assistance in the presentation or prosecution of any disputes, differences, grievances, claims, charges, or complaints against the other Party, the Party approached by such person shall state to such person no more than that the Party cannot provide counsel or assistance to such person.

13. **Agreement to Cooperate in Investigations and Litigation**. The Executive agrees that the Executive will, at any future time, be available upon reasonable notice from the Company, with or without a subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities, with respect to matters and/or disputes concerning which the Executive has or may have knowledge as a result of or in connection with the Executive's employment by the Company. In performing the Executive's obligations under this Section 13 to testify or otherwise provide information, the Executive will honestly, truthfully, forthrightly, and completely provide the information requested. The Executive will comply with this Agreement upon notice from the Company that the Company or its attorneys believe that the Executive's compliance will assist in the resolution of an investigation or the prosecution or defense of claims Prior to the one-year anniversary of the Retirement Date, the Executive will not be paid any additional compensation in consideration for the Executive's obligations under this Section 13 recognizing that the Executive will be paid consulting fees during such time under the Consulting Agreement. From and after the one-year anniversary of the Retirement Date, the Company agrees to pay the Executive not less than $500 per hour or $4,000 per day if at least four hours of time are required for time spent by the Executive in performing the Executive's obligations under this Section 13 and to reimburse the Executive for all reasonable, out-of-pocket travel and other pre-approved expenses (including attorneys' fees) incurred by the Executive in connection with the Executive performing her obligations under this Section 13. Such payments shall in no way be contingent upon the information provided, statements or testimony Executive may offer, any opinions that Executive may have or reach, or the outcome of any disputes involving the Company and third parties. Notwithstanding any of the foregoing, any such request of the Executive to perform the Executive's obligations under this Section 13 will be reasonable and recognize that the Executive is not a full-time or other employee with the Company and that the Executive may be employed elsewhere or have other time commitments that may limit her ability to perform her obligations under this Section 13.

14. **Tax Consequences**. The Company makes no representations or warranties with respect to the tax consequences of the Consideration provided to the Executive under the terms of this Agreement. The Executive agrees and understands that the Executive is responsible for payment, if any, of local, state, and/or federal taxes on the Consideration provided hereunder by the Company and any penalties or assessments thereon. The Executive

further agrees to indemnify and hold the Released Parties, as defined in the Release, harmless from any claims, demands, deficiencies, penalties, interest, assessments, executions, judgments, or recoveries by any government agency against the Company for any amounts claimed due on account of (a) the Executive's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by the Company by reason of the Executive failure to lawfully pay any taxes due, including attorneys' fees and costs. The Parties agree and acknowledge that the payments made pursuant to Section 2 of this Agreement are not related to sexual harassment or sexual abuse and not intended to fall within the scope of 26 U.S.C. Section 162(q).

15. **Section 409A**. It is intended that this Agreement comply with, or be exempt from, Code Section 409A and the final regulations and official guidance thereunder ("**Section 409A**") and any ambiguities herein will be interpreted to so comply and/or be exempt from Section 409A. Each payment and benefit to be paid or provided under this Agreement is intended to constitute a series of separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations. The Company and Executive will work together in good faith to consider either (i) amendments to this Agreement; or (ii) revisions to this Agreement with respect to the payment of any awards, which are necessary or appropriate to avoid imposition of any additional tax or income recognition prior to the actual payment to Executive under Section 409A. In no event will the Releasees reimburse Executive for any taxes that may be imposed on Executive as a result of Section 409A.

16. **Clawback Policy**. The Parties hereby understand, acknowledge and agree that a Clawback Policy will be adopted by the Company no later than December 1, 2023 but effective as of October 2, 2023 (the "**Clawback Policy**") and will apply to the Executive as a former executive officer of the Company. By execution of this Agreement, the Executive acknowledges that she has received a draft of the Clawback Policy and agrees to abide by the terms of the Clawback Policy, including, without limitation, by returning any Incentive Compensation, including any Erroneously Awarded Compensation (in each case, as defined in the Clawback Policy), to the Company, to the extent required by, and in a manner permitted by, the Clawback Policy. In the event any clawback is required of the Executive, the Executive will be given full and complete access to all relevant documents and may assert any lawful defense to any such clawback claim with no obligation to return any funds until there is a final resolution of Executive's claims, assuming such process is consistent with applicable law, including the relevant Nasdaq rule.

17. **Indemnification**. The Parties hereby understand, acknowledge and agree that the provisions of: (i) Article VIII of the Company's Amended and Restated Certificate of Incorporation, as amended; (ii) Article VIII of the Company's Amended and Restated Bylaws; and (iii) the Indemnification Agreement dated as of April 8, 2019 between Company and the Executive (collectively, the "**Indemnification Obligations**") are incorporated herein and made a part hereof as if set out verbatim and remain in full force and effect in accordance with their respective terms.

18. **Legal Counsel and Fees**. The Parties agree to bear their own respective costs and attorneys' fees, if any. The Executive acknowledges that the Company, by this Agreement, has advised her to consult with an attorney of her choice prior to executing this Agreement and the Release. The Executive's decision whether to sign this Agreement and the Release

is the Executive's own voluntary decision made with full knowledge that the Company has advised the Executive to consult with an attorney. The Company will not advance or reimburse any attorneys' fees, costs or expenses incurred by the Executive in connection with any such review.

19. **Non-Admissions**. The Parties expressly deny any and all liability or wrongdoing and agree that nothing in this Agreement shall be deemed to represent any concession or admission of such liability or wrongdoing or any waiver of any defense as to either the Company or the Executive.

20. **Severability.** In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

21. **No Assignment**. The Executive warrants and represents that the Executive has not heretofore assigned or transferred in any manner, or purported to assign or transfer in any manner, to any person or entity, any claim or portion thereof or interest therein that is the subject of this Agreement.

22. **Full and Complete Defense**. It is specifically agreed that in the event of any legal proceeding against the Company concerning any claim released by this Agreement and Release, this Agreement and Release shall serve as a full and complete defense to any such proceeding and claim(s).

23. **Successors and Assigns.** The Executive agrees that the Executive's promises in this Agreement and Release benefit the Company and also any successor or assignee of the Company. The Parties agree that their promises in this Agreement and Release shall be binding on any successor or assignee of the Company.

24. **Entire Agreement.** Subject to the Executive's agreement, as set forth above, to abide by other agreements with the Company, all Company policies and procedures of the Company or any of its subsidiaries or affiliates applicable to the Executive and which by their terms extend beyond the Resignation Date and the Consulting Agreement, this, together with the Prior Employment Agreements attached as Exhibit D-1 and Exhibit D-2 and the Release attached as Exhibit A, the Consulting Agreement and the Indemnification Obligations, is the entire agreement between the Executive and the Company relating to the Executive's employment with the Company and the Executive's retirement from employment, and the Executive's right to any payments or benefits. Except as expressly provided otherwise in this Agreement, this Agreement supersedes all prior oral and written agreements and communications between the Parties. In the event of any inconsistency between any provision of this Agreement and any other provisions of any other agreement between the Company and the Executive, including without limitation the Prior Employment Agreements, the Plans and the Award Agreements, the provisions of this Agreement shall control. Notwithstanding the foregoing, nothing herein will supersede or limit any applicable clawback requirements with respect to compensation subject to recovery under any law, government regulation or stock exchange listing requirement (including pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and Rule

5608 (Recovery of Erroneously Awarded Compensation) of The Nasdaq Stock Market LLC); any such compensation will be subject to deductions and clawback as may be required to be made pursuant to such law, government regulation or stock exchange listing requirement (or the Clawback Policy to be adopted by the Company as required by applicable stock exchange requirements),except as provided herein.

25. **Modification**. This Agreement will not be modified, amended or terminated, except by a written agreement manually signed by both Parties.

26. **Governing Law; Mandatory Jurisdiction**. This Agreement shall be governed by the laws of the State of California, and, accordingly, the Executive consents to personal and exclusive jurisdiction and venue the state and federal courts located in or for Santa Clara, County in the State of California.

27. **Counterparts**. This Agreement and Release may be executed in counterparts and each counterpart shall be deemed an original and all of which counterparts taken together shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The counterparts of this Agreement may be executed and delivered by facsimile, photo, email, PDF, or other electronic transmission or signature.

28. **Voluntary Execution of Agreement**. The Executive understands and agrees that the Executive executed this Agreement voluntarily and without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of the Executive's claims against the Company and any of the Released Parties as set forth in the Release. The Executive acknowledges that:

A. The Executive has read this Agreement and exhibits;

B. The Executive has been advised that he has the right and opportunity to be represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Executive's own choice;

C. The Executive understands the terms and consequences of this Agreement and acknowledges that they have been written in a way the Executive understands;

D. The Executive is fully aware of the legal and binding effect of this Agreement; and

E. The Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

By signing below, the Parties acknowledge that they have read, understand, and agree to be bound by the terms of this Agreement and related Release.

EXECUTIVE

/s/ Erica J. Rogers
Erica J. Rogers

Dated: 11/1/2023

EMPLOYER

By: /s/ Kevin M. Klemz
Kevin M. Klemz
Executive Vice President, Chief Legal Officer
and Secretary
Silk Road Medical, Inc.

Dated: 11/2/2023

RELEASE

1. **Definitions.** I, Erica J. Rogers, intend all words used in this Release to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:

A. "**Executive**," "**I**," "**me**," and "**my**" include both me, Erica J. Rogers, and anyone who has or obtains any legal rights or claims through me.

B. "**Company**," as used in this Release, shall at all times mean Silk Road Medical, Inc.

C. "**Released Party**" or "**Released Parties**" include the Company, Silk Road Medical, Inc., and any parent, affiliates, related or predecessor corporations, subsidiaries, successors and assigns, present or former officers, directors, shareholders, agents, employees, representatives and attorneys, whether in their individual or official capacities, delegates, benefit plans and plan administrators, and insurers.

D. "**My Claims**" means any and all of the actual or potential claims of any kind whatsoever I have now against the Company or any Released Party, regardless of whether I now know about those claims, that are in any way related to or arose in the course of my employment with or separation from the Company, for invasion of privacy; breach of written or oral, express or implied contract; fraud or misrepresentation; Fair Labor Standards Act ("**FLSA**"), 29 U.S.C. § 201, et seq. to the extent allowed by law, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 626, as amended ("**ADEA**"), the Older Workers Benefit Protection Act of 1990, 29 U.S.C. § 626(f) ("**OWBPA**"), Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. ("**Title VII**"), the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq. ("**ADA**"), and as amended ("**ADAAA**"), the Family and Medical Leave Act, 29 U.S.C. § 2601, et seq. ("**FMLA**"), the Executive Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq. ("**ERISA**"), Equal Pay Act, 29 U.S.C. § 206(d) ("**EPA**"), the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, et seq. ("**WARN**"), False Claims Act, 31 U.S.C. § 3729, et seq. to the extent allowed by law, Anti-Kickback Statute, 42 U.S.C. § 1320a, et seq., the Families First Coronavirus Response Act ("**FFCRA**"), 43 P.S. § 955, Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq. ("**MHRA**"), Minn. Stat. Chapter 177 to the extent allowed by law; Minn. Stat. Chapter 181, the Minnesota Whistleblower Act, Minn. Stat. § 181.931, et seq., claims under Minn. Stat. § 176.82, the California Constitution; the California Family Rights Act; the California Labor Code, to the extent permitted by law (including but not limited to Sections 132a and 4553); the California Fair Employment & Housing Act; the California Government Code; the California Civil Code; the California Penal Code, and all other Minnesota, California, or other federal, state, local or foreign statute, law, rule, regulation, ordinance or order, all

as amended. This includes, but is not limited to, claims for violation of any civil rights laws based on protected class status; claims for discrimination, harassment, assault, battery, defamation, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence, negligent hiring, retention or supervision, retaliation, constructive discharge, violation of whistleblower protection laws, false claim laws, improper payments, unjust enrichment, violation of public policy, all other claims for unlawful employment practices, and all other claims of any kind, including by not limited to those under common law, statute, regulation, or ordinance. The Executive acknowledges that this Release covers both claims that the Executive knows about and claims the Executive may not know about. The Executive expressly waives all rights afforded by laws regarding a waiver of unknown claims, including under California Civil Code § 1542, and does so understanding and acknowledging the significance of such a waiver. Said Section reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2. **Agreement to Release All Claims**. I agree to give up all My Claims, waive any rights thereunder, and withdraw any and all of My Claims against the Company. If and to the extent any release or waiver created by this Release and related Agreement is found to be illegal or improper as to any protected claim under applicable law, then that release or waiver will be deemed void as to the protected claim at issue from inception; however, the voiding of that release or waiver will have no effect on the remainder of this Agreement; and all remaining releases and waivers in this Release and related Agreement will continue in effect to the maximum extent allowed by law. In exchange for my agreement to release My Claims, I am receiving satisfactory Consideration from the Company to which I am not otherwise entitled by law, contract, or under any Company policy. The Consideration I am receiving is a full and fair payment for the release of all My Claims.

3. **Exclusions from Release**. My Claims do not include my rights, if any, to claim the following: unemployment insurance benefits; indemnification from the Company or any other party; claims for my vested post-termination benefits under any 401(k) or similar retirement benefit plan; my rights to enforce the terms of this Release; claims that cannot be waived in accordance with applicable state law; or my rights to assert claims that are based on events occurring after this Release becomes effective. Notwithstanding the generality of the foregoing, I am not releasing and "My Claims" shall not include any rights or Claims I have (1) under that certain Retirement and Transition Agreement dated as of November 2, 2023 between Company and me (the "**Retirement and Transition Agreement**") or that certain Consulting Agreement dated as of November 2, 2023 between

Company and me (the "**Consulting Agreement**"); (2) pursuant to the Equity Awards granted to me by Company and described in Exhibit C attached to the Agreement and as modified by the terms of the Agreement; and (3) to be indemnified and advanced expenses in accordance with applicable law, that certain Indemnification Agreement dated as of April 8, 2019 between the Company and me or the Company's corporate documents or be covered under any applicable directors' and officers' liability insurance policies. Further, nothing in this Release interferes with my right to challenge the knowing and voluntary nature of this Release under the ADEA and/or OWBPA. If I do so, I agree that the Company reserves any and all defenses, which it has or might have against any claims brought by me. This includes, but is not limited to, the Company's right to seek available costs and attorneys' fees, and to have any monetary award granted to me, if any, reduced by the amount of money that I received in consideration for this Release.

4. **Confirmation of No Claims**. To the fullest extent permitted by law, I represent and affirm that (i) I have not initiated, filed or caused to be initiated or filed on my behalf any claim for relief against the Company and, to the best of my knowledge and belief, no outstanding claims for relief have been initiated, filed or asserted against the Company or any Released Party on my behalf regarding any conduct or activities that I believe would be improper, unethical or illegal under any applicable law; (ii) I have no knowledge of any conduct or activities that I believe would be improper, unethical or illegal under any applicable law, including but not limited to any violation of any state, city and/or municipal statute or ordinance; (iii) that I have no known and unresolved occupational illness or injury; (iv) that I have been paid all wages owed to me up through my Retirement Date (including any commission, bonus, or incentive pay); (v) that I have no unreimbursed business expenses; and (vi) I have not reported any such improper, unethical or illegal conduct or activities to any supervisor, agent or other representative of the Company. Notwithstanding the foregoing, I represent and warrant that I am aware of no facts, evidence, allegations, claims, liabilities, or demands relating to alleged or potential violations of law that may give rise to a claim or liability on the part of any Released Party under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the Sarbanes–Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other federal, state, local or international law, statute or regulation providing for protection and/or recovery to whistleblowers. Nothing in this Release interferes with my right to file a complaint, charge or report with any law enforcement agency, with the Securities and Exchange Commission ("**SEC**") or other regulatory body, or to participate in any manner in an SEC or other governmental investigation or proceeding under any such law, statute or regulation, nor does it require notification to or prior approval by Company of any such a complaint, charge or report. I understand and agree, however, that I waive my right to recover any whistleblower award under Section 21F of the Exchange Act or other individual relief in any administrative or legal action whether brought by the SEC or other law enforcement agency, he, or any other party, unless and to the extent that such waiver is contrary to law. I agree that Company reserves any and all defenses which it has or might have against any such claims brought by me or on my behalf.

5. **Acknowledgement of Waiver of Claims under ADEA**. I acknowledge that I am waiving and releasing any rights that I may have under the ADEA. I understand that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date I sign this Release and that nothing in this Release prevents or precludes me from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. I acknowledge I have had at least 21 days to consider the terms of this Agreement and Release. If I sign this Release before the end of the 21-day period it will be My personal, voluntary decision to do so, and will be done with full knowledge of My legal rights. Further, I acknowledge that:

A. I have read this Agreement and Release and related exhibits, if any;

B. I have been advised that I have the right and opportunity to be represented in the preparation, negotiation, and execution of this Agreement and Release by legal counsel of my own choice;

C. I understand the terms and consequences of this Agreement and Release and acknowledge that they have been written in a way that I understand;

D. I am fully aware of the legal and binding effect of this Agreement and the Release; and

E. I have not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement or the Release.

6. **Protected Activity**. I understand that nothing in this Release shall in any way limit or prohibit me from engaging in any of the following actions: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board; and/or (ii) disclosing information pertaining to sexual harassment or any other unlawful or potentially unlawful conduct. I understand that in connection with any conduct described under prong (i) in this Section, I am permitted to disclose documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company. I further understand that I am not permitted to disclose the Company's attorney-client privileged communications or attorney work product except to my attorney. Nothing in this Agreement prevents me from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that I have reason to believe is unlawful. Any language in any prior agreement with the Company that I signed that conflicts with, or is contrary to, this Section is superseded by this Section.

7. **Right to Rescind and/or Revoke**. I have the right to revoke this Release only as it relates to potential claims under the ADEA by written notice to the Company within seven (7) calendar days following my signing this Release, and to rescind this Release only as it relates to potential claims under the MHRA within fifteen (15) calendar days following my signing of this Release ("**Rescission Periods**"). Any such rescission or revocation must be in writing and hand-delivered to the Company or, if sent by mail: (i) sent by certified mail return receipt requested; (ii) postmarked within the applicable Rescission Period(s); and (3) properly addressed to:

Kevin Klemz
Executive Vice President,
Chief Legal Officer, and Secretary
Silk Road Medical, Inc.
14755 27th Avenue North
Plymouth, MN 55447

I understand that if I attempt to revoke or rescind my release of any claim, I must immediately return to the Company's contact designated above the Consideration I have received under my Agreement.

8. **I Understand the Terms of this Release**. I have had the opportunity to read this Release carefully and understand all its terms. I have had an opportunity to review this Release with my own attorney(s). In agreeing to sign this Release, I have not relied on any statements or explanations made by the Company not contained in the Agreement and Release.

[Remainder of page intentionally left blank; signature page follows]

EXECUTIVE

_____
Erica J. Rogers

Dated: _____

EXHIBIT B

CONSULTING AGREEMENT

EXHIBIT C

EQUITY AWARDS

Grant Date	Type of Equity Award	Option Exercise Price	Number of Vested and Exercisable Shares as of Retirement Date	Number of Unvested Shares as of Retirement Date	Number of Additional Vested Shares at End of Consulting Agreement[1]	Original Option Expiration Date	New Option Expiration Date[1]
12/03/2015	Option	$1.60	107,467	0	0	12/13/2025	12/13/2025
08/04/2016	Option	$1.60	13,654	0	0	08/04/2026	08/04/2026
09/30/2016	Option	$8.27	330	0	0	09/30/2026	09/30/2026
11/30/2017	Option	$12.15	22,222	0	0	11/30/2027	11/02/2026
11/30/2017	Option	$6.11	55,556	0	0	11/30/2027	11/02/2026
11/30/2017	Option	$12.15	295,634	0	0	11/30/2027	11/02/2026
11/30/2017	Option	$12.15	71,032	0	0	11/30/2027	11/02/2026
11/30/2017	Option	$6.11	18,518	0	0	11/30/2027	11/02/2026
04/03/2019	Option	$20.00	302,962	0	0	04/03/2029	11/02/2026
03/27/2020	Option	$30.93	84,287	7,663	7,663	03/27/2030	11/02/2026
03/01/2021	Option	$55.30	30,733	15,367	11,525	03/01/2031	11/02/2026
03/03/2022	Option	$36.01	35,550	49,770	21,330	03/03/3032	11/02/2026
03/03/2022	Option	$36.01	67,791	94,909	40,675	03/03/3032	11/02/2026
11/16/2022	PSU[2]	N/A	0	69,156	0	N/A	N/A
03/02/2023	PSU[2]	N/A	0	40,520	0	N/A	N/A
03/27/2020	RSU[3]	N/A	0	3,344	3,344	N/A	N/A
03/01/2021	RSU[3]	N/A	0	10,850	5,425	N/A	N/A
03/03/2022	RSU[3]	N/A	0	70,178	23,393	N/A	N/A
03/03/2022	RSU[3]	N/A	0	17,250	5,750	N/A	N/A
03/02/2023	RSU[3]	N/A	0	40,976	10,244	N/A	N/A

(1) Assumes Executive remains a consultant during the entire one-year term of the Consulting Agreement

(2) All PSUs will terminate and be of no further force and effect as of Retirement Date.

(3) Number of Additional Vested Shares at End of Consulting Agreement for the RSUs are being accelerated to vest as of the Retirement Date.

SILK ROAD MEDICAL, INC.
CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made and entered into as of November 2, 2023 by and between Silk Road Medical, Inc., a Delaware corporation (the "**Company**"), and Erica J. Rogers (the "**Consultant**"), a California resident. The Company desires to retain the Consultant as an independent contractor to perform consulting services which are outside the usual course of the Company's business (the "**Services**") for the Company and the Consultant is willing to perform such Services, on terms set forth more fully below. The "**Effective Date**" as used in this Agreement shall be the date the Consultant resigns as President and Chief Executive Officer and member of the Board of Directors of the Company. In consideration of the mutual promises contained herein, the parties agree as follows:

1. *Statement(s) of Work; Services; Payment; No Violation of Rights or Obligations*. The Consultant agrees to undertake and complete the Services, as set forth in the statement of work attached as an addendum to this Agreement and executed by the parties hereto (the "**SOW**"), which SOW shall be governed by this Agreement. As the only consideration due to the Consultant regarding the subject matter of this Agreement, the Company will pay the Consultant in accordance with the SOW; the Consultant and the Company agree that such payment represents fair market value for the Services to be provided by the Consultant. In the event of a conflict between this Agreement and the SOW, this Agreement shall control. Unless otherwise specifically agreed upon by the Company in writing (and notwithstanding any other provision of this Agreement), all activity relating to the Services will be performed by and only by the Consultant. In carrying out her obligations or performing the Services under this Agreement, the Consultant agrees that she will not violate any agreement with or rights of any third party or use or disclose at any time any third party's confidential information or intellectual property, unless such use or disclosure is authorized by such third party and only as expressly authorized by the Company in writing.

2. *Confidentiality*.

A. *Definition*. "**Confidential Information**" means any the Company proprietary or non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom the Consultant called or with whom the Consultant became acquainted during the term of this Agreement), software, developments, inventions, processes, ideas, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, forecasts, finances, product plans or other business information. Confidential Information does not include information that (i) is known to the Consultant at the time of disclosure to the Consultant by the Company as evidenced by written records of the Consultant, (ii) has become publicly known and made generally available through no wrongful act of the Consultant, (iii) has been rightfully received by the Consultant from a third party who is authorized to make such disclosure, (iv) has been disclosed to any third-party by the Company without any obligation of confidentiality, or (v) has been developed independently without any violation of the obligations of confidentiality under this Agreement.

B. *Nonuse and Nondisclosure*. The Consultant will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or (ii) disclose the Confidential Information to any third party. The Consultant agrees that all Confidential Information will remain the sole property of the Company. The Consultant also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. Pursuant to federal law, an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret (or Confidential Information under this Agreement): (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely

for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

C. *Former or Current Employer or Client Confidential Information*. The Consultant agrees that the Consultant will not, during the term of this Agreement, improperly use or disclose to the Company any proprietary information or trade secrets or confidential information of any former or current employer (other than the Company) or client of the Consultant or other person or entity with which the Consultant has an agreement or duty to keep in confidence information acquired by the Consultant, if any. The Consultant also agrees that the Consultant will not bring onto the Company's premises any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

D. *Third Party Confidential Information*. The Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. The Consultant agrees that, during the term of this Agreement and thereafter, the Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

E. *Return of Materials*. Upon the termination of this Agreement, or upon the Company's earlier request, the Consultant will deliver to the Company all of the Company's property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that the Consultant may have in the Consultant's possession or control.

3. *Ownership*.

A. *Assignment*. The Consultant agrees that all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, developed or reduced to practice by the Consultant, solely or in collaboration with others, during the term of this Agreement that relate in any manner to the business of the Company that the Consultant may be directed to undertake, investigate or experiment with or that the Consultant may become associated with in work, investigation or experimentation in the Company's line of business in performing the Services under this Agreement (collectively, "**Inventions**"), are the sole property of the Company. The Consultant also agrees to assign (or cause to be assigned) and hereby assigns fully to the Company all Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. The Consultant represents and warrants that the Consultant has the authority, and has obtained and shall maintain all third party permissions (including, without limitation, from any current or former employer or client) required, to assign Inventions to the Company and to grant rights in Prior Inventions as set forth in this Agreement. For purposes of this Agreement, Inventions shall fall within the definition of "Confidential Information".

B. *Further Assurances*. The Consultant agrees to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. The Consultant also agrees that the Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

C. *Pre-Existing Materials*. The Consultant agrees to inform the Company, in writing, before incorporating any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by the Consultant (or any of its members, managers or owners) or in which the Consultant (or any of its members, managers or owners) has an ownership interest prior to, or separate from, the Consultant's engagement by the Company under this Agreement ("**Prior Inventions**") into any Invention or otherwise utilizing any Prior Invention in the course of the Consultant's performance under this Agreement. The Consultant hereby grants the Company a nonexclusive, royalty-free, fully-paid perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such incorporated or utilized Prior Inventions, without restriction, including, without limitation, as part of, or in connection with, such Invention, and to practice any method related thereto. The Consultant agrees not to incorporate any inventions, discoveries, ideas, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by any third party (including, without limitation, any former or current employer or client or other third party) into any Invention or any work product generated under this Agreement without the Company's prior written permission.

D. *Attorney-in-Fact*. The Consultant agrees that, if the Company is unable because of the Consultant's unavailability, mental or physical incapacity, or for any other reason, to secure the Consultant's signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company under this Agreement, then the Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Consultant's agent and attorney-in-fact, to act for and on the Consultant's behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by the Consultant.

4. *Representations and Warranties; Prior and Current Relationships; Exclusion/Ineligible Person; Disclosure to Committees; HCP and HCO Reporting; Non-Referral*.

A. *Representations and Warranties*. The Consultant represents, warrants and covenants that: (i) the Consultant has the authority to enter into this Agreement and perform the Services; (ii) this Agreement does not conflict with any other duty and/or obligation owed by the Consultant, including, without limitation, any duty or obligation to any of the Consultant's former or current employers or clients; (iii) the Consultant is free to disclose any and all information the Consultant will furnish to the Company in connection with this Agreement; (iv) the Consultant shall perform the Services using best efforts in accordance with the highest standards of ethical business conduct; and (v) the Consultant shall perform the Services in accordance with all applicable federal, state, local and foreign laws and regulations and all applicable export or import laws of the United States or any foreign jurisdiction, including, without limitation, the (x) U.S. laws known as the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1, et seq.,), and its counterparts and similar laws in other countries as applicable under this Agreement, the (y) federal "Anti-Kickback" statute (42 U.S.C. § 1320a-7b(b)), and (z) insider trading laws. If the Consultant's work requires a license, the Consultant has obtained that license and the license is and shall remain in full force and effect.

B. *Prior and Current Relationships*. The Consultant further represents and warrants that the Consultant has no other agreements, relationships, or commitments to or with any other person or entity that conflict with: (i) the provisions of this Agreement; (ii) the Consultant's obligations to the Company under this Agreement; or (iii) the Consultant's ability to enter into this Agreement or perform the Services for which the Consultant is being engaged by the Company. The Consultant further agrees that if the Consultant has signed a confidentiality agreement or employment agreement or similar type of agreement with any former or current employer, client or other entity, the Consultant will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. Nothing in this **Section 4.B.** shall restrict the Consultant from providing consulting services that do not pose a conflict of interest to the Services provided to the Company.

C. *Exclusion/Ineligible Person*. The Consultant represents, warrants and covenants that she is not on any Exclusion Lists, as defined herein; she is not an Ineligible Person, as defined herein; and within the five (5) years preceding the Effective Date of this Agreement, she has not been convicted of any offense required to be listed under United States FDA regulations. "**Exclusion Lists**" shall mean the then-current: (i) HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov); (ii) General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epls.gov); and (iii) FDA Debarment List (available through the Internet at http://www.fda.gov/ora/compliance_ref/debar/). "**Ineligible Person**" shall mean a person who: (x) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal Health Care Program (as defined in 42 U.S.C. § 1320a (7b(f)) or in Federal procurement or non-procurement programs, including, without limitation, Section 306 (a) or 306 (b) of the Federal Food, Drug and Cosmetic Act (codified at 21 U.S.C. 335(a) and 335(b)), the Generic Drug Enforcement Act of 1992 (21 U.S.C. § 301 et. seq.) as amended from time to time, or 21 C.F.R. § 312.70, as amended from time to time; (y) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible; or (z) is listed on an Exclusion List. The Consultant shall promptly notify the Company, in writing, if the Consultant becomes listed on any of the sites identified in this **Section 4.C.** during the term and for three (3) years after its termination.

D. *Disclosure to Committees*. The Consultant represents, warrants and covenants that with respect to any committee or other group of which the Consultant is a member and which evaluates or provides guidance or input about devices for adoption or purchase or inclusion on approved lists and/or develops clinical practice guidelines ("**Committee**"), the Consultant shall, promptly after executing this Agreement: (i) disclose the existence of this Agreement to the Committee; and (ii) inform such Committee of the nature of the Services to be provided by the Consultant hereunder and of the fact that the Consultant is paid by the Company for such Services. Such the Consultant disclosure may be made on a confidential basis to the Committee. Furthermore, the Consultant shall follow the procedures set forth by the Committee to avoid both the appearance of impropriety and any actual impropriety that may result from the Consultant's performance of the Services (and/or payment therefor), which may include the Consultant recusing herself from decisions relating to the subject matter of this Agreement.

E. *HCP and HCO Reporting*. The Company is required to comply with aggregate spend disclosure and reporting laws and regulations concerning healthcare professionals and healthcare organizations. Such disclosures and reports may include, but are not limited to, with respect to the Consultant, names, titles, credentials, affiliated facility, amounts paid, dates paid, and the reason for payments ("**HCP/HCO Information**"). The Consultant agrees that the Company may disclose and report the HCP/HCO Information that the Company deems, in the Company's sole discretion, should be disclosed and reported. If the Consultant is independently obligated to disclose any information concerning Agreement activities and compensation, the Consultant shall make timely and accurate disclosures as well. The Consultant and the Company acknowledge and agree that their entrance into this Agreement is not conditioned upon any referral or recommendation by the Consultant of the Company's products or services, and, accordingly, they further acknowledge and agree that the compensation for the Services is not determined based on the volume or value of any referral or recommendation.

5. *Reports*. The Consultant also agrees that the Consultant will, from time to time during the term of this Agreement or any extension thereof, keep the Company advised as to the Consultant's progress in performing the Services under this Agreement. The Consultant further agrees that the Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and the Consultant agree that the time required to prepare such written reports will be considered time devoted to the performance of the Services.

6. *Term and Termination*.

A. *Term*. The term of this Agreement and the underlying SOW will begin on the Effective Date of this Agreement and will continue for 12 months, unless terminated earlier pursuant to **Section 6.B**.

B. *Termination*. This Agreement and the underlying SOW will automatically expire and terminate without any further action of the parties hereto at the close of business on November 1, 2024, unless extended by the mutual written agreement of the Company and the Consultant. In addition, this Agreement and the underlying SOW will automatically terminate without further action by the parties hereto if the Consultant, directly or indirectly, commences or participates in any litigation or other legal proceeding against the Company or any of its affiliates other than solely as a member of a class action against the Company. The Consultant may terminate this Agreement and the underlying SOW for any reason upon giving the Company prior written notice. The Company will have the right to terminate this Agreement and the underlying SOW if the Consultant revokes her release of potential claims under the ADEA (as defined in the Release) pursuant to the terms of such Release. In addition, the Company may terminate this Agreement and the underlying SOW for Cause (as hereinafter defined) upon written notice to the Consultant. For purposes of this **Section 6.B**. "**Cause**" will mean: (1) the Consultant has engaged in conduct that in the judgment of the Company constitutes gross negligence, in the performance of the Consultant's Services under this Agreement; (2) the Consultant has committed fraud or engaged in conduct resulting or intending to result directly or indirectly in gain or personal enrichment for the Consultant at the Company's expense; (3) the Consultant has engaged in conduct materially injurious to the Company; (4) the Consultant has engaged in conduct that is materially inconsistent with the Company's legal and healthcare compliance policies, programs or obligations, including but not limited to its Code of Business Conduct and Ethics and its Insider Trading Policy; (5) the Consultant's bar from participation in programs administered by the United States Department of Health and Human Services or the United States Food and Drug Administration or any succeeding agencies; (6) the Consultant's conviction of or entering of a guilty or no contest plea to a felony charge (or equivalent thereof) in any jurisdiction; or (7) the Consultant has engaged in a breach of this Agreement, that certain Retirement and Transition Agreement dated as of November 2, 2023 between the Company and the Consultant (the "**Retirement and Transition Agreement**"), including, without limitation, breach of the non-disparagement obligations set forth therein, or that certain Confidentiality, Non-Interference and Invention Assignment Agreement dated October 12, 2012 between the Company and the Consultant (the "**Confidentiality Agreement**"), which in the case of each of the foregoing clauses (1) through (7), has caused demonstrable damage to the Company. In addition, the Company may terminate this Agreement immediately upon a change in control of the Company and written notice to the Consultant so long as the Company pays the Consultant any remaining unpaid Consulting Fees as provided in the SOW for the then remaining term of this Agreement. Upon notice of termination, the Consultant shall cease performing Services or incurring expenses, unless otherwise directed in writing by the Company. Before the Consultant may be terminated for Cause under clause (1), (3) or (6), the Company shall give written notice of the objectionable conduct to the Consultant and the Consultant shall have 21 days to cure such conduct. Furthermore, the Consultant shall have the right to appear before the Board to offer evidence denying or mitigating any such conduct, and Cause shall be found only if 2/3 of the then current Board members agree. Furthermore, the death or disability of the Consultant shall not terminate the rights under this Agreement for the Consultant or her heirs or estate to receive any remaining unpaid Consulting Fees as provided in the SOW for the then remaining term of this Agreement. There is no contractual or legal obligation of the Consultant to mitigate any damages in order to receive the full Consulting Fees as provided in the SOW to this Agreement.

C. *Survival*. Termination of this Agreement shall automatically result in the simultaneous termination of the SOW. Upon such termination of this Agreement, all rights and duties of the Company and the Consultant toward each other shall cease except:

(1) the Company will pay, within 30 days after the effective date of termination and subject to the above obligation to cease performing Services or incurring expenses upon notice of termination, all amounts owing to the Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the

provisions of **Section 1** of this Agreement; and

(2) **Section 2** (Confidentiality), **Section 3** (Ownership), **Section 4** (Representations, Warranties and Other Obligations/HCP and HCO Reporting/Non-Referral), **Section 7** (Independent Contractor; Benefits), **Section 8** (Non-solicitation) and **Section 9** (Equitable Relief) will survive termination of this Agreement.

7. *Independent Contractor; Benefits*.

A. *Independent Contractor.* It is the express intention of the Company and the Consultant that the Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute the Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, the Consultant is not authorized to bind the Company to any liability or obligation or to represent that the Consultant has any such authority. The Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance. The Consultant shall be solely responsible for the manner and hours in which the Services are performed under this Agreement. The Consultant acknowledges and agrees that the Consultant is obligated to report as income all compensation received by the Consultant pursuant to this Agreement. The Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income. The Consultant shall indemnify and hold the Company harmless against any claim or liability (including penalties) resulting from failure of the Consultant to pay such lawful taxes or contributions, or failure of the Consultant to file any such tax forms. The Company will file and provide to the Consultant the appropriate Form 1099 relating to payments made pursuant to this Agreement.

B. *Benefits*. The Company and the Consultant agree that the Consultant will not be eligible to receive Company-sponsored benefits from the Company except as provided in the Retirement and Transition Agreement. If the Consultant is reclassified by a state or federal agency or court as the Company's employee, the Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs of the Company in effect at the time of such reclassification, the Consultant would otherwise be eligible for such benefits.

9. *Non-solicitation*. From the date of this Agreement until 12 months after the termination of this Agreement (the "**Restricted Period**"), the Consultant will not, without the Company's prior written consent, directly or indirectly, solicit or encourage any employee of the Company or its affiliates to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, the Consultant will not, whether for the Consultant's own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any person who is or during the period of the Consultant's engagement by the Company was a partner, supplier, customer or client of the Company or its affiliates.

10. *Equitable Relief.*

A. *Availability of Injunctive Relief.* The Consultant agrees that either the Company or the Consultant may petition a court for provisional relief, including injunctive relief, as permitted by the Rules, including, but not limited to, where either the Company or the Consultant alleges or claims a violation of this Agreement between the Consultant and the Company or any other agreement regarding trade secrets, confidential information, non-solicitation or Labor Code §2870. The Consultant understands that any breach or threatened breach of such an agreement (including this Agreement) may cause irreparable injury and that money damages may not provide an adequate remedy therefor and both the Consultant and the Company hereby consent to the issuance of an injunction as provided by California law.

B. *Administrative Relief*. The Consultant further agrees not to commence, maintain, prosecute or participate in (except as may be required by law, pursuant to court order, or in response to a valid subpoena) any action, charge, complaint, or proceeding of any kind (on her own behalf and/or on behalf of any other person or entity and/or on behalf of any alleged class or representative body of persons) in any court, or before any administrative or investigative body or agency (whether public, quasi-public or private) against Company or any Released Parties (as defined in the Retirement and Transition Agreement). To the extent the Consultant is permitted by law to exercise rights in a government agency form, by signing this Agreement, the Consultant understands that the Consultant is waiving any right to receive monetary relief based on claims asserted in any such agency proceeding, except where such a waiver is prohibited, such as the Consultant's right to receive an award for information provided to any government agencies.

11. *Miscellaneous*.

A. *Governing Law*. This Agreement shall be governed by the laws of California without regard to California's conflicts of law rules.

B. *Assignability*. Except as otherwise provided in this Agreement, the Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

C. *Entire Agreement*. This Agreement (together with the attached SOW entered into in connection with this Agreement) and the Retirement and Transition Agreement referred to herein (and the Prior Employment Agreements and Indemnification Obligations as referred to in the Retirement and Transition Agreement) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement and prevails over any contemporaneous or subsequent understandings or agreements, whether written or oral, in respect of such subject matter, including, without limitation, any additional or conflicting terms in any invoice or quote or bid submitted by the Consultant to the Company, which are expressly rejected by the Company and shall be of no effect.

D. *Successors and Assigns*. The parties to this Agreement agree that this Agreement shall be binding on any successor or assignee of the Company.

E. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Notices*. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested), to the party at the party's address set forth on the signature page to this Agreement or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this **Section 10.F**.

G. *Severability*. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties, by their undersigned duly authorized representatives, have entered into this Agreement as of the Effective Date.

Silk Road Medical, Inc.	**Erica J. Rogers**
Signature: /s/ Kevin M. Klemz	/s/ Erica J. Rogers Erica J. Rogers
Name: Kevin M. Klemz	
Title: Executive Vice President, Chief Legal Officer and Secretary	
Address for Notices Pursuant to Section 10.F:	Address for Notices Pursuant to Section 10.F:
14755 27th Avenue North Plymouth, MN 55447 Attention: Chief Legal Officer	[***] [***] Erica Rogers

STATEMENT OF WORK

This Statement of Work (this "**SOW**") is entered into by and between **Silk Road Medical, Inc.** ("**the Company**") and **Erica J. Rogers** ("**the Consultant**"). The Services (as defined below) set forth in this SOW shall be performed pursuant to the terms and conditions of that certain Consulting Agreement, having an effective date of November 2, 2023 by and between the Company and the Consultant (the "**Consulting Agreement**"). Capitalized terms not otherwise defined herein shall have their respective meanings in the Consulting Agreement. In the event of a conflict between the terms of this SOW and the Agreement, the terms of the Consulting Agreement shall control.

I. SERVICES

The Consultant shall perform the following services (the "**Services**"): the Consultant shall serve as a senior advisor to the Board of Directors (the "**Board**") of the Company to provide advisory consulting services and perform such other services as reasonably requested by the Board from time to time during the Term to assist in the leadership transition and the Company's continued growth. In addition, the Consultant shall be available upon reasonable notice from the Company, with or without a subpoena, to be interviewed, review documents or things, give depositions, testify, or engage in other reasonable activities, with respect to matters and/or disputes concerning which the Executive has or may have knowledge as a result of or in connection with the Executive's employment by the Company and otherwise comply with Section 14 of that certain Retirement and Transition Agreement dated as of November 2, 2023 between the Company and the Consultant.

The Company and the Consultant understand, acknowledge and agree that the Company is not required to request any minimum level of Services under this Agreement.

The Consultant's point of contact at the Company will be the Chair of the Board or his designee. All questions regarding the Consulting Agreement and this SOW should be directed to such point of contact.

II. FEES/EXPENSES

In consideration of the Services and rights and obligations set forth in this SOW and the Consulting Agreement, the Company shall pay the Consultant a monthly fee of $55,000; which fees shall be payable monthly in arrears, and shall be paid by the Company within 30 days of the end of the month (collectively, the "**Consulting Fees**").

Expenses must be authorized in writing by the Company in advance, and will be reimbursed within 30 days after receipt of receipts thereof. The Company may decline to reimburse expenses that are not approved in advance by the Company or that are not accompanied by adequate receipts.

In order to help prevent adverse tax consequences to the Consultant under Section 409A (as defined below), in no event will any payment of any Consulting Fees hereunder be made later than the later of (1) March 15 of the calendar year following the calendar year in which such payment was earned, or (2) the 15th day of the third (3rd) month following the end of the Company's fiscal year in which such payment was earned.

All payments and benefits provided for under this Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance thereunder (together, "**Section 409A**"), so that none of the payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b) (2) of the Treasury Regulations. In no event will the Company reimburse the Consultant for any taxes that may be imposed on the Consultant as a result of Section 409A.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties, by their undersigned duly authorized representatives, have entered into this SOW as of the Effective Date.

Silk Road Medical, Inc.	**Erica J. Rogers**
Signature: /s/ Kevin M. Klemz	/s/ Erica J. Rogers Erica J. Rogers
Name: Kevin M. Klemz	
Title: Executive Vice President, Chief Legal Officer and Secretary	

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Silk Road Medical Names Chas McKhann Chief Executive Officer

Accomplished Leader with Over 25 Years of Medical Device Industry Experience

SUNNYVALE, Calif. – November 2, 2023 – Silk Road Medical, Inc. (Nasdaq: SILK) ("Silk Road" or the "Company"), a company focused on reducing the risk of stroke and its devastating impact, today announced that Chas McKhann has been appointed Chief Executive Officer (CEO), effective immediately.

Mr. McKhann is an accomplished leader with more than 25 years of experience in the medical device industry, including C-suite positions at seven public and private companies. Most recently, Mr. McKhann served as President and CEO of Apollo Endosurgery (acquired by Boston Scientific in April 2023), where he created and led a transformational growth strategy for the company's minimally invasive technologies for gastrointestinal and bariatric conditions. Previously, he held leadership positions at Torax Medical and Intersect ENT, among others.

"Chas is a skilled and experienced leader with a track record of effectively building and scaling medical device businesses into underpenetrated markets. We are excited to welcome him to Silk Road," said Jack Lasersohn, Chairman of the Board of Directors. "We thank Erica Rogers for her leadership and contributions to Silk Road over the last 11 years, and we look forward to our next phase of growth as we continue expanding the use of Transcarotid Artery Revascularization (TCAR)."

"I am thrilled to join Silk Road Medical as the company's CEO," said Mr. McKhann. "I look forward to working closely with the leadership team and Board of Directors to build upon Silk Road's track record of growth, advance the company's progress toward establishing TCAR as the minimally invasive standard of care in carotid artery disease, and continue delivering on the company's mission to reduce the risk of stroke and its devastating impact for patients."

"The Board and I are confident that Chas is the right leader to leverage our strong operational infrastructure, skilled commercial team, and substantial body of clinical evidence to take the company further on the journey to treat patients with carotid artery disease. Under his leadership, Silk Road remains committed to the same mission, vision, and values that have guided it since its founding. We look forward to executing a smooth transition and continue expanding our impact for patients at risk of stroke," added Mr. Lasersohn.

Mr. McKhann succeeds Erica Rogers, who has now retired from the President and CEO role and will continue as an advisor to the Company's Board of Directors.

About Chas McKhann
Before joining Silk Road, Mr. McKhann was President and CEO of Apollo Endosurgery where he created and led a transformational growth strategy for the company's minimally invasive technologies for gastrointestinal and bariatric conditions. He led the company through multiple product approvals through the FDA De Novo pathway and oversaw the company's successful sale to Boston Scientific (Nasdaq: BSX), which closed in April 2023.

Prior to Apollo, Mr. McKhann was Chief Commercial Officer at Rox Medical, where he developed a global commercial strategy for a novel therapy for hypertension and supported clinical trial enrollment in advance of regulatory clearance. Mr. McKhann was previously Chief Commercial Officer at Torax Medical, acquired by Johnson & Johnson (NYSE: JNJ) in 2017, and Intersect ENT, which was later acquired by Medtronic (NYSE: MDT) in 2022.

Previously, Mr. McKhann was CEO at Apnex Medical, a developer of a hypoglossal nerve stimulator for obstructive sleep apnea, global head of marketing of cardiac rhythm management at Boston Scientific (NYSE: BSX), and Director of Marketing at Cordis, a unit of Johnson & Johnson, where he was the marketing lead for CYPHER®, a sirolimus-eluting coronary stent that was the first cardiac drug-eluting stent. Mr. McKhann began his career as a strategy consultant at SCA Consulting and McKinsey & Company. He holds a BA in Political Science and an MBA from Stanford University.

About Silk Road Medical

Silk Road Medical, Inc. (NASDAQ: SILK) is a medical device company located in Sunnyvale, California, and Plymouth, Minnesota that is focused on reducing the risk of stroke and its devastating impact. The company has pioneered a new approach for the treatment of carotid artery disease called TransCarotid Artery Revascularization (TCAR). TCAR is a clinically proven procedure combining surgical principles of neuroprotection with minimally invasive endovascular techniques to treat blockages in the carotid artery at risk of causing a stroke. For more information on how Silk Road Medical is delivering brighter patient outcomes through brighter clinical thinking, visit www.silkroadmed.com and connect on Twitter, LinkedIn, and Facebook.

Forward-Looking Statements
Statements contained in this release that relate to future, not past, events are forward-looking statements under the Private Securities Litigation Reform Act of 1995, including the Company's expectations for a smooth new CEO transition and future growth expectations. Forward-looking statements are based on current expectations of future events and often can be identified by words such as "plan," "expect," "should," "project," "anticipate," "intend," "will," "can," "may," "believe," "could," "continue," "future," "look forward," and other words of similar

meaning or the use of future dates. Forward-looking statements by their nature address matters that are, to different degrees, uncertain. Risks and uncertainties may cause Silk Road Medical's actual results to be materially different than those expressed in or implied by Silk Road Medical's forward-looking statements. For Silk Road Medical, such risks and uncertainties include, among others, risks surrounding the CEO transition, the Company's success in retaining and recruiting key personnel, and the Company's ability to continue to grow the business and expand the use of TCAR. More detailed information on these and other factors that could affect Silk Road Medical's actual results are described in its filings with the U.S. Securities and Exchange Commission, including its most recent quarterly report on Form 10-Q filed with the Securities and Exchange Commission on August 8, 2023. Silk Road Medical undertakes no obligation to update its forward-looking statements.

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