

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): **October 2, 2026**

AngioDynamics, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware

000-50761

11-3146460

(State or Other Jurisdiction of Incorporation)

(Commission File Number)

(IRS Employer Identification No.)

14 Plaza Drive, Latham, New York

12110

(Address of Principal Executive Offices)

(Zip Code)

(518) 795-1400

(Registrant's telephone number, including area code)

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

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

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

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	ANGO	NASDAQ Global Select Market

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

Emerging growth company ☐

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

Item 1.01 – Entry into a Material Definitive Agreement.

On October 3, 2026, AngioDynamics, Inc. (“**AngioDynamics**” or the “**Company**”) entered into an employment agreement with Eric Honroth (the “**Employment Agreement**”), pursuant to which Mr. Honroth will serve as President and Chief Executive Officer of the Company. A description of the Employment Agreement is contained in Item 5.02 below, which is incorporated by reference into this Item 1.01. A copy of the Employment Agreement is attached to this Current Report on Form 8-K as Exhibit 10.1, and the terms of the Employment Agreement are incorporated herein by this reference.

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

CEO Appointment

As previously disclosed, James C. Clemmer has announced his intention to retire from his position as the President and Chief Executive Officer of the Company on the earlier of November 30, 2026 and appointment of a successor Chief Executive Officer. Mr. Clemmer has served as the Company’s President and Chief Executive Officer since April 2016.

On October 2, 2026, the Board of Directors of the Company (the “**Board**”) appointed Eric Honroth to serve as President and Chief Executive Officer of the Company, effective as of November 2, 2026 (the “**Effective Date**”) and concurrently with Mr. Clemmer’s retirement. Prior to his appointment as President and Chief Executive Officer, Mr. Honroth, age 55, most recently served as President Life Science at Getinge AB, a medical technology company, from 2018 to 2026. Previously, Mr. Honroth served in senior leadership roles at Abbott Vascular, Becton Dickinson, CareFusion, and Boston Scientific. Mr. Honroth is a graduate of Miami University, Farmer School of Business in Oxford, Ohio.

In addition, Mr. Honroth was appointed as a director on the Company’s Board as of the Effective Date, conditioned upon his commencement of service as President and Chief Executive Officer and concurrently with Mr. Clemmer’s retirement from his position as a member of the Board. Mr. Clemmer has served as a member of the Board since 2016 and his decision to retire was not the result of any disagreement between Mr. Clemmer and the Company on any matter relating to the Company’s operations, policies or practices.

Mr. Honroth does not have any family relationships with any of the Company’s directors or executive officers. There is no arrangement or understanding between Mr. Honroth and any other person pursuant to which Mr. Honroth was appointed to serve as the Company’s President and Chief Executive Officer or a member of the Board, and there are no transactions to which Mr. Honroth has a direct or indirect material interest requiring disclosure under Item 404(a) of Regulation S-K.

Honroth Employment Agreement

In connection with Mr. Honroth's appointment as President and Chief Executive Officer, on October 3, 2026, the Company and Mr. Honroth entered into the Employment Agreement. Pursuant to the Employment Agreement, Mr. Honroth will serve as the Company's President and Chief Executive Officer, commencing on the Effective Date, for an initial one-year term, which automatically renews for successive one-year periods unless either party notifies the other in writing at least sixty days prior to the anniversary of the Effective Date.

Mr. Honroth will receive a base salary of \$735,000 per year (the "**Base Salary**") and will be eligible for annual bonuses at a target level of 95% of the Base Salary (the "**Target Annual Bonus**"), with the annual bonus opportunity in the first calendar year prorated based on the Effective Date.

Mr. Honroth will also be eligible to receive annual long-term incentive awards under the Company's 2020 Stock and Incentive Award Plan, as amended (the "**Equity Plan**"). All annual equity awards shall be determined by the Compensation Committee and the Board, in their sole and absolute discretion, and shall be subject to the terms of the Equity Plan and the applicable award agreements.

Under the terms of the Employment Agreement, and contingent upon the commencement of Mr. Honroth's service as President and Chief Executive Officer, Mr. Honroth will receive the following grants, effective as of the Effective Date, (i) a long-term incentive award with a grant-date value equal to \$1,487,116 (which is equal to 350% of the Base Salary prorated based on the Effective Date in relation to the Company's fiscal year) and consisting of 50% restricted stock units and 50% performance share units, subject to the terms and conditions of the applicable award agreement, (ii) in order to replace compensation forfeited by Mr. Honroth from his prior employer, a one-time award of restricted stock units with a grant-date value equal to \$450,000, which will vest in two equal installments on the first and second anniversaries of the Effective Date, subject to Mr. Honroth's continued employment and (iii) a cash sign-on bonus of \$350,000. If Mr. Honroth voluntarily resigns from employment without Good Reason (as defined in the Employment Agreement) or is terminated for Cause (as defined in the Employment Agreement) before the first anniversary of the Effective Date, Mr. Honroth shall repay the gross amount of the sign-on bonus to the Company within ninety days following the date of termination. No repayment shall be required if Mr. Honroth's employment terminates due to death, Disability (as defined in the Employment Agreement), termination by the Company without Cause, or resignation by Mr. Honroth for Good Reason.

In addition, under the Employment Agreement, Mr. Honroth will receive (i) for up to 24 months following the Effective Date, a monthly commuting and temporary living allowance of \$10,000, pro-rated for any partial month, to offset commuting and temporary living expenses incurred in connection with Mr. Honroth's travel to and from and lodging in New York, (ii) an automobile allowance at an annual rate of \$24,000 and (iii) reimbursement for reasonable travel and lodging costs incurred in connection with business travel during the period of employment. Mr. Honroth will also be eligible to participate in the employee benefit plans and programs generally available to senior executives of the Company.

Mr. Honroth's employment may be terminated by either party at any time. If Mr. Honroth's employment is terminated for any reason, Mr. Honroth shall be entitled to: (i) any accrued and unpaid Base Salary; (ii) payment for accrued and unused vacation time, if required by Company policy or applicable law; (iii) reimbursement for any approved business expenses incurred during the term of employment; and (iv) any rights surviving termination of employment under any employee benefit plan or program or compensation arrangement in which Mr. Honroth participates (collectively, the "**Accrued Benefits**").

If the Company terminates Mr. Honroth's employment without Cause or Mr. Honroth terminates his employment for Good Reason, Mr. Honroth shall be entitled to the following, in addition to the Accrued Benefits:

- continued payment of Base Salary for a period of 18 months;
- payment of any earned but unpaid prior year's annual bonus;
- continued health insurance, at the Company's expense, for a period of 18 months, subject to certain exceptions; and
- all of Mr. Honroth's outstanding, unvested equity awards granted under the Company's Equity Plans shall continue to vest for a period of 12 months, subject to the achievement of any performance vesting conditions, if any.

In addition, if (i) a Change in Control (as defined in the Employment Agreement) occurs during the term of Mr. Honroth's employment and (ii) within the 24-month period immediately following such Change in Control, the Company terminates Mr. Honroth's employment without Cause (other than by reason of death or Disability) or Mr. Honroth resigns for Good Reason, then, subject to the terms of the Employment Agreement, Mr. Honroth shall be entitled to receive, in addition to the Accrued Benefits, but in lieu of the other payments described above:

- continued payment of Mr. Honroth's Base Salary for a period of 24 months;
- a lump sum cash payment equal to Mr. Honroth's Target Annual Bonus for the applicable fiscal year;
- continued Company-paid health coverage for 18 months, subject to certain exceptions; and
- notwithstanding anything to the contrary contained in any equity incentive plan or award agreement, all outstanding and unvested equity awards then held by Mr. Honroth shall immediately become fully vested, with any performance-based awards vesting at the level provided in the applicable award agreement or, if the applicable award agreement is silent, at target performance.

The foregoing description of the Employment Agreement is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.1, and the terms of which are incorporated herein by this reference.

Clemmer Consulting Agreement

In connection with Mr. Honroth's appointment as President and Chief Executive Officer and in order to support continuity and a smooth transition, on October 5, 2026, Mr. Clemmer entered into a consulting agreement with the Company (the "**Consulting Agreement**"), pursuant to which Mr. Clemmer will retire and his employment with the Company will terminate as of the Effective Date, and Mr. Clemmer will provide consulting services to the Company until the first anniversary of the Effective Date, unless earlier terminated (the "**Consulting Term**"). In exchange for his services during the Consulting Term, Mr. Clemmer will be entitled to receive a consulting fee equal to \$30,000 per month and reimbursement of reasonable out-of-pocket expenses, including pre-approved travel expenses. In the event that the Company terminates the Consulting Agreement prior to the end of the Consulting Term, the Company will pay Mr. Clemmer a lump-sum payment for the balance of the consulting fees that would have been paid to him had the Consulting Term not been terminated early.

The foregoing description of the Consulting Agreement is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.2, and the terms of which are incorporated herein by this reference.

A copy of the press release pursuant to which the Company announced the appointment of Mr. Honroth as President and Chief Executive Officer is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Retention Agreements

In connection with Mr. Clemmer's retirement and transition, the Board approved and on October 5, 2026 the Company entered into retention agreements (the "Equity Retention Agreements") with the Company's executive leadership team, including all named executive officers (other than Mr. Clemmer). Under the Equity Retention Agreements, with respect to each recipient that remains employed by the Company on the date on which a successor Chief Executive Officer commences his or her employment with the Company, and whose employment is terminated other than (a) by such recipient's resignation or (b) a "for cause" termination, any previously issued equity grants issued under the Company's equity plan will be accelerated as follows: Performance Share Units will be vested on a pro-rata basis based on actual performance at the normal vesting date and all outstanding unvested restricted share units will be fully accelerated upon the day of the employee's termination of employment with the Company.

The foregoing description is qualified in its entirety by reference to the Equity Retention Agreements, a form of which is attached hereto as Exhibit 10.3 and which is incorporated herein by reference.

Director Retirement

On October 2, 2026, Howard W. Donnelly notified the Board of his intention to retire as a Class II director at the end of his current term. Mr. Donnelly has served as a member of the Board since 2004 and his decision to retire was not the result of any disagreement between Mr. Donnelly and the Company on any matter relating to the Company's operations, policies or practices.

Item 9.01 – Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement, dated October 3, 2026, between AngioDynamics, Inc. and Eric Honroth.
10.2	Consulting Agreement, dated October 5, 2026, between AngioDynamics, Inc. and James C. Clemmer.
10.3	Form of AngioDynamics Equity Retention Letter Agreement
99.1	Press Release, dated October 8, 2026.

SIGNATURE

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

ANGIODYNAMICS, INC.
(Registrant)

Date: October 8, 2026

By: /s/ Lawrence T. Weiss

Name: Lawrence T. Weiss

Title: Senior Vice President, Chief Legal Officer and Corporate
Secretary

EMPLOYMENT AGREEMENT

This Employment Agreement (the “**Agreement**”) is entered into by and between AngioDynamics, Inc, a Delaware corporation (the “**Company**”) and Eric Honroth (“**Executive**”) (together, the “**Parties**” and individually, a “**Party**”).

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. **Position; Location.**

(a) Effective as of November 2, 2026 (the “**Effective Date**”), Executive shall be employed as Chief Executive Officer (“**CEO**”) and President of the Company. Executive shall report to the Company’s Board of Directors (the “**Board**”). Executive shall also be nominated to serve on the Board so long as he serves as CEO. For the avoidance of doubt, during the Term (as defined below), Executive will not receive any compensation for his service as a member of the Board.

(b) Executive shall be primarily based in Latham, New York, but from time-to-time shall be required to travel to and work from other business locations as necessary to perform his duties or attend to the Company’s or its affiliates’ business. The Company will reimburse Executive for reasonable travel and lodging costs actually incurred in connection with such business travel in accordance with the Company’s travel policies as in effect from time to time.

(c) Executive shall use Executive’s best efforts to perform all services diligently and to the best of Executive’s ability, and shall at all times carry out Executive’s duties in a competent and professional manner and seek to enhance and promote the business of the Company. Executive shall devote all of his business time and efforts to the affairs of the Company. Notwithstanding the foregoing, during the Term (as defined below), nothing herein shall preclude Executive from (i) with the prior written approval of the Board, serving as a member of the board of directors of not-for-profit organizations and, on and after the first anniversary of the Effective Date, one for-profit organization; (ii) engaging in charitable activities and community affairs, and (iii) managing Executive’s personal investments and affairs; *provided, however*, that the activities set out in clauses (i), (ii), and (iii) shall be limited by Executive so as not to materially interfere, individually or in the aggregate, with the performance of Executive’s duties and responsibilities hereunder.

2. **Term.** Executive’s employment hereunder shall commence on the Effective Date and shall continue until the first anniversary of the Effective Date, unless terminated earlier pursuant to Section 11; *provided* that, on the first anniversary of the Effective Date and each anniversary thereafter (that date and each annual anniversary thereof, a “**Renewal Date**”), the Agreement shall be automatically extended, upon the same terms and conditions, for successive periods of one year, unless either party provides written notice of his or its intention not to extend the term of the Agreement at least sixty days prior to the applicable Renewal Date. The period during which the Executive is employed by the Company under this Agreement shall hereinafter be referred to as the “Term” and the date on which the Term ends pursuant to this Section 2, the “Term Expiration Date”.

3. **Salary.** During the Term, the Company shall pay Executive a base salary at the annualized rate of \$735,000, paid in bi-weekly installments in accordance with the Company's regular payroll practices and subject to applicable tax withholding. Executive's annual salary shall be subject to periodic reviews with upward adjustments, if any, recommended for Board approval by the Compensation and Human Capital Committee of the Board (the "**Compensation Committee**") (such annual salary as in effect at any given time, the "**Base Salary**").

4. **Annual Bonus.** During the Term, Executive shall be eligible to participate in the Company's annual incentive compensation plan as in effect from time to time for senior executives. Executive's initial target annual incentive opportunity shall be ninety-five percent of Executive's Base Salary (the "**Target Annual Bonus**"). The actual annual bonus earned, if any, shall be determined by the Board upon recommendation from the Compensation Committee based upon the achievement of applicable corporate and/or individual performance goals and such other factors as the Compensation Committee may determine, and may be greater or less than the Target Annual Bonus. Except as otherwise expressly provided in this Agreement, payment of any annual bonus shall be subject to Executive's continued employment through the applicable payment date and shall be paid at the same time annual bonuses are paid to the Company's other senior executives. For the fiscal year in which the Effective Date occurs, Executive's annual bonus opportunity shall be prorated based on the Effective Date.

5. **Long-Term Incentive.** During the Term, Executive shall be eligible to receive annual long-term incentive awards under the Company's equity incentive plan then in effect (the "**Equity Plan**"), subject to the approval of the Board. All annual equity awards shall be determined by the Compensation Committee and the Board, in their sole and absolute discretion, and shall be subject to the terms of the Equity Plan and the applicable award agreements.

6. **Sign-On Provisions.**

(a) *Initial Inducement Award.* As a material inducement to Executive's entering into this Agreement, Executive shall be granted a long-term incentive award equal to three hundred fifty percent of Executive's Base Salary, which shall be prorated based on the Effective Date in relation to the Company's fiscal year and shall vest on a schedule designed to align with the vesting schedule applicable to the Company's senior management team. The initial inducement grant shall consist of fifty percent restricted stock units and fifty percent performance stock units and shall be subject to the terms and conditions of the applicable award agreements.

(b) *Equity Buy-Out Award.* As a further material inducement to Executive's entering into this Agreement, within thirty days following the Effective Date, and subject to the approval of the Compensation Committee and the Board, Executive shall receive a one-time restricted stock unit award with a grant-date value of \$450,000 to replace equity compensation forfeited from Executive's prior employer. The award shall vest in two equal installments on the first and second anniversaries of the Effective Date, subject to Executive's continued employment through such date, except as otherwise provided in the applicable award agreement or this Agreement.

(c) **Sign-On Bonus.** Within thirty days following the Effective Date, the Company shall pay Executive a cash sign-on bonus of \$350,000 to replace annual bonus compensation forfeited from Executive's prior employer. Such sign-on bonus shall be paid in accordance with the Company's regular payroll practices and subject to applicable tax withholding. If Executive voluntarily resigns from employment without Good Reason (as defined below) or is terminated for Cause (as defined below) before the first anniversary of the Effective Date, Executive shall repay the gross amount of the sign-on bonus to the Company within ninety days following the date of termination, subject to applicable law and any repayment procedures established by the Company. No repayment shall be required if Executive's employment terminates due to death, Disability (as defined below), termination by the Company without Cause, or resignation by Executive for Good Reason.

7. **Benefits.** Executive shall be eligible to participate in the employee benefit plans and programs maintained by the Company for its employees from time to time, at a level consistent with the benefits provided to other senior executives, subject to the provisions of the respective plans and programs. During the Term, the Company shall provide Executive with an automobile allowance at the annual rate of \$24,000, payable in accordance with the Company's regular payroll practices and subject to applicable tax withholding. Nothing in this Agreement shall preclude the Company from terminating or amending any employee benefit plan or program from time to time after the Effective Date.

8. **Paid Time Off.** Executive shall be entitled to vacation, holiday and sick leave, in accordance with the Company's time off and leaves of absence policies.

9. **Commuting Assistance.** In addition to the Company's standard expense reimbursement set forth in Section 1(b), for up to twenty-four months following the Effective Date, the Company shall provide Executive with a monthly commuting and temporary living allowance of \$10,000, prorated for any partial month during the Term, to offset commuting and temporary living expenses incurred in connection with Executive's travel to and from and lodging in New York. Such allowance shall be paid in accordance with the Company's payroll practices or reimbursement procedures, as determined by the Company, and shall be subject to applicable tax withholding.

10. **Company Policies.** In consideration for the Company entering into this Agreement, Executive shall execute the Company's Invention, Non-Disclosure, Non-Competition and Non-Solicitation Agreement, which is annexed hereto as Exhibit A, the terms of which shall survive termination of this Agreement and Executive's employment.

11. **Termination of Employment.**

(a) **Any Termination.** Upon termination of employment for any reason, including, for the avoidance of doubt, by the Company for Cause (as defined below) or by Executive without Good Reason (as defined below), Executive shall be entitled to the following: (i) any accrued and unpaid Base Salary; (ii) payment for accrued and unused vacation time, if required by Company policy or applicable law; (iii) reimbursement for any approved business expenses incurred during the Term as described in Section 1(b) above; and (iv) any rights surviving termination of employment under any employee benefit plan or program or compensation arrangement in which Executive participates, pursuant to its respective terms (the entitlements in clauses (i) through (iv) of this Section 11(a), the "Accrued Benefits").

(b) **Involuntary Termination by the Company without Cause or by Executive for Good Reason.** Subject to Section 11(c) below, in the event that prior to the expiration of the Term, the Company terminates Executive's employment without Cause (as defined below) (including a termination on account of Executive's Disability (as defined below)) or Executive terminates Executive's employment for Good Reason (as defined in below), Executive shall be entitled to the following, in addition to the Accrued Benefits:

(i) continued payment of Base Salary for a period of eighteen months;

(ii) payment of any earned but unpaid prior year's annual bonus;

(iii) if the Executive timely elects to continue coverage under the Company's group health plans for the Executive pursuant to the Executive's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Executive will be entitled to continued health insurance, at the Company's expense, for a period of eighteen months following the date of the Executive's termination of employment (or the Executive's eligibility for other employer-provided health insurance, if sooner); *provided* that such continued health insurance will cease if at any time the Company determines, in its sole discretion that its payment of COBRA premiums on the Executive's behalf would violate applicable law (including without limitation, Section 2716 of the Public Health Service Act). In such event, the Company shall pay the Executive on a monthly basis the amount that it would have paid if the Executive were so eligible; and

(iv) all of Executive's outstanding, unvested equity awards granted under the Company's equity plans shall continue to vest for a period of twelve months as if Executive had remained actively employed during such twelve-month period, subject to the achievement of any performance vesting conditions.

(c) **Form and Timing of Payment.** None of the payments and benefits in Section 11(b) above (other than the Accrued Benefits) shall apply unless Executive (i) has returned all Company property in Executive's possession, (ii) has resigned as an officer of the Company and member of the Board and/or its subsidiaries and affiliates (as applicable), and (iii) has executed a separation agreement and general release of the Company and its affiliates, and each of their respective employees, officers, directors, owners, members, and other persons affiliated with the Company or its affiliates (the "**Separation Agreement**"), in a form reasonably prescribed by the Company. Executive (or Executive's estate, if applicable) must execute and return the Separation Agreement on or before the date specified by the Company. Notwithstanding anything to the contrary herein, if the period in which Executive can execute and return the Separation Agreement spans two calendar years and if any of the payments described in Section 11(b) are nonqualified deferred compensation subject to Section 409A of the Code ("**Section 409A**"), payments described in Section 11(b) shall be made or commence in the second calendar year.

(d) **Definitions.**

(i) **“Cause”** shall mean: (1) Executive’s gross negligence or gross misconduct in the performance of Executive’s employment duties; (2) Executive’s refusal or willful failure to substantially perform Executive’s duties to the Company; (3) Executive’s dishonesty, willful misconduct, misappropriation, breach of fiduciary duty or fraud with regard to the Company or its affiliates; (4) Executive’s violation of a confidentiality, non-solicitation, non-competition, or non-disparagement obligation to the Company or its affiliates, whether pursuant to agreement, policy or otherwise; (5) Executive’s improper disclosure of proprietary information or trade secrets of the Company, its affiliates or their business; (6) Executive’s falsification of any records or documents of the Company or its affiliates; (7) Executive’s material non-compliance with a law or regulatory rule applicable to the Company’s business or any material Company policy, including but not limited to the Company’s Code of Conduct policy; (8) Executive’s indictment for, or plea of guilt or *nolo contendere* to, a felony or other crime involving fraud, embezzlement, theft, or intentional dishonesty; (9) Executive’s engaging in behavior that causes material harm to the reputation of the Company or its affiliates or in the reasonable, good faith determination of the Board is likely to materially harm the reputation of the Company or its affiliates, or puts Executive at material risk of being prohibited from working for the Company; or (10) Executive’s other willful action that is materially harmful to the business, interests or reputation of the Company or its affiliates. For purposes of this definition, no failure or refusal on the part of Executive shall be deemed “willful” if done, or omitted to be done, by Executive in the reasonable belief that his failure or refusal was in the best interest of the Company or that the requested act was unlawful. For the avoidance of doubt, termination of Executive’s employment on the Term Expiration Date shall not constitute a termination by the Company without Cause or by Executive for Good Reason under Section 9(c).

(ii) **“Code”** means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(iii) **“Disability”** shall have the meaning ascribed to such term in the Company’s long-term disability plan or, absent such definition, shall mean that Executive has incurred a “permanent and total disability” within the meaning of Section 22(e)(3) of the Code.

(iv) **“Good Reason”** shall mean: (1) removal of Executive as CEO or a material diminution in Executive’s duties, responsibilities and authority, (2) the requirement by the Company that Executive’s principal place of employment be relocated more than fifty miles from Latham, New York or Marlboro, Massachusetts; (3) a material reduction in Executive’s Base Salary, other than a pro-rata reduction that is part of a broad-based reduction of base salary applicable to other senior executives of the Company, *provided* that such reduction shall not exceed 10% of Executive’s Base Salary in the aggregate; or (4) failure to nominate or re-nominate Executive for election to the Board. Good Reason shall not exist unless (a) the Company has received written notice of such Good Reason from Executive within thirty days of Executive first becoming aware of the alleged event of Good Reason, (b) the Company does not cure within thirty days after receipt of such notice, and (c) Executive terminates employment for Good Reason within ninety days following Executive first becoming aware of the occurrence of such event.

(e) **Qualifying Termination Following a Change in Control.** Notwithstanding anything in this Agreement to the contrary, if (i) a Change in Control occurs during the Term and (ii) within the twenty-four-month period immediately following such Change in Control, the Company terminates Executive's employment without Cause (other than by reason of Executive's death or Disability) or Executive resigns for Good Reason, then, subject to Executive's satisfaction of the conditions set forth in Section 11(c), Executive shall be entitled to receive, in lieu of the payments and benefits described in Section 11(b), the following:

- (i) the Accrued Benefits;
- (ii) continued payment of Executive's Base Salary for a period of twenty-four months following Executive's termination of employment, payable in substantially equal installments in accordance with the Company's normal payroll practices;
- (iii) a lump sum cash payment equal to Executive's Target Annual Bonus for the fiscal year in which Executive's termination occurs, payable at the same time severance payments would commence under Section 11(c);
- (iv) if Executive timely elects continuation coverage pursuant to COBRA, continued Company-paid health coverage (or reimbursement in accordance with Section 11(b)(iii)) for eighteen months following Executive's termination of employment; and
- (v) notwithstanding anything to the contrary contained in any equity incentive plan or award agreement, all outstanding and unvested equity awards then held by Executive shall immediately become fully vested, with any performance-based awards vesting at the level provided in the applicable award agreement or, if the applicable award agreement is silent, at target performance.

For purposes of this Agreement, "Change in Control" shall have the meaning set forth in the Equity Plan.

(f) **Deemed Resignation.** Upon the termination of Executive's employment with the Company for any reason, Executive shall be deemed to have automatically resigned, effective as of the date of such termination and without any further action by Executive, from (i) the Board, (ii) the board of directors (or similar governing body) of each of the Company's subsidiaries and affiliates, (iii) each committee of the Board or of any such subsidiary or affiliate on which Executive serves, and (iv) each officer, fiduciary, trustee or other position that Executive then holds with the Company or any of its subsidiaries or affiliates. At the Company's request, Executive shall promptly execute such additional documents and take such further actions as may be reasonably necessary or appropriate to evidence or effectuate such resignations.

12. **Section 280G.** If any payment or benefit Executive will or may receive from the Company under this Agreement or otherwise would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code (a “**280G Payment**”) and, (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then the Company shall cause to be determined, before any amounts of the 280G Payment are paid to Executive, which of the following two amounts would maximize Executive’s after-tax proceeds: (i) payment in full of the entire amount of the 280G Payment (a “**Full Payment**”), or (ii) payment of only a part of the 280G Payment, so that Executive receives the largest payment possible without the imposition of the Excise Tax (a “**Reduced Payment**”), whichever amount results in Executive’s receipt, on an after-tax basis, of the greater amount of the 280G Payment notwithstanding that all or some portion of the 280G Payment may be subject to the Excise Tax. For purposes of determining whether to make a Full Payment or a Reduced Payment, the Company shall cause to be taken into account all applicable federal, state and local income and employment taxes and the Excise Tax (all computed at the highest applicable marginal rate, net of the maximum reduction in federal income taxes that could be obtained from a deduction of such state and local taxes). If a Reduced Payment is made, (A) the 280G Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and Executive shall have no rights to any additional payments and/or benefits constituting the 280G Payment, and (B) reduction in payments and/or benefits shall occur in the manner that results in the greatest economic benefit for Executive, as determined in the Company’s reasonable good faith discretion. All determinations required to be made under this Section 12, including whether an Excise Tax would otherwise be imposed, whether the Payments shall be reduced, the amount of any such reduction and the assumptions to be utilized in arriving at such determinations not expressly provided for herein, shall be made in a manner determined by the Company. Any determination by the Company shall be binding upon Executive, absent manifest error. For purposes of determining whether and the extent to which the payments will be subject to the Excise Tax (i) no portion of the payments shall be taken into account which does not constitute a “parachute payment” within the meaning of Section 280G(b)(2) of the Code (including, without limitation, by reason of Section 280G(b)(4)(A) of the Code) and (ii) in calculating the Excise Tax, no portion of such payments shall be taken into account which constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the “base amount” (as set forth in Section 280G(b)(3) of the Code) that is allocable to such reasonable compensation.

13. **No Conflict.** Executive represents and warrants that Executive is free to enter into this Agreement and the agreements referenced herein, and that Executive has no contractual commitments, restrictions, or obligations that will in any way preclude or interfere with Executive’s continued employment by the Company, Executive’s conduct of Company business, or performance of Executive’s duties. Executive further represents and warrants that Executive will not bring or disclose, and that Executive has not brought or disclosed to the Company any confidential or proprietary information of any former employer.

14. **Indemnification.** In the event Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that Executive is or was a director or officer of the Company or any of its subsidiaries, Executive shall be indemnified by the Company, to the fullest extent permitted by applicable law and the Company’s articles of incorporation and bylaws.

15. **Cooperation.** During and following the Term, Executive agrees that, upon the Company's reasonable notice to Executive, Executive shall fully cooperate with the Company in investigating, defending, prosecuting, litigating, filing, initiating or asserting any actual or potential claims or investigations that may be made by or against the Company to the extent that such claims or investigations may relate to any matter in which Executive was involved (or alleged to have been involved) while employed with the Company (or, if applicable, any affiliate of the Company) or of which Executive has knowledge by virtue of Executive's employment with the Company (or, if applicable, any affiliate of the Company). Upon submission of appropriate documentation, Executive shall be reimbursed for reasonable and pre-approved out-of-pocket expenses incurred in rendering such cooperation.

16. **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been given (a) on the day sent, if delivered by hand or email (with confirmation), or (b) on the business day after the day sent if delivered by a recognized overnight courier, to the following addresses (or such other addresses as a Party may designate by notice to the other Party):

To Executive:

At the address on file in the Company's personnel records

To the Company:

AngioDynamics, Inc.
14 Plaza Drive
Latham, New York 12110
Attn: Chief Legal Officer
Email: Legal@AngioDynamics.com

17. **Successors and Assigns.** This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective legal representatives, successors, and permitted assigns, and nothing herein is intended to confer any right, remedy, or benefit upon any other person. Executive may not assign or transfer any of Executive's rights and obligations under this Agreement without the prior written consent of the Company. The Company shall require any successor by merger, consolidation or sale of substantially all assets to assume this Agreement.

18. **Clawback.** Notwithstanding anything herein, all compensation shall remain subject to the Company's clawback policy, as may be amended from time to time, in compliance with applicable law and stock exchange listing standards

19. **Entire Agreement.** This Agreement, together with the Confidentiality, Non-Solicitation, Non-Competition, and Invention Disclosure Agreement (attached hereto as Exhibit A), constitute the entire understanding and agreement between Executive and the Company with respect to the subject matter hereof and supersede all prior negotiations and understandings, whether written or oral, relating to such subject matter. Executive acknowledges that neither the Company nor its agents have made any promise, representation, or warranty whatsoever, either express or implied, written or oral, which is not contained in this Agreement.

20. **Amendment and Waiver.** The terms of this Agreement may not be modified, waived, changed, discharged, or terminated, except by an agreement in writing signed by the Parties. No term or condition of this Agreement shall be waived, nor shall there be any estoppel against enforcement of any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel. No such written waiver shall be a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

21. **Severability.** Each provision and term of this Agreement should be interpreted in a manner to be enforceable and valid, but if any provision or term is held, in whole or in part, to be invalid or unenforceable, then such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions and terms, and such other provisions and terms shall remain in full force and effect.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without reference to the conflict or choice of laws provisions thereof.

23. **Dispute Resolution.** Except as otherwise provided herein, in the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, or in the Confidentiality, Non-Solicitation, Non-Competition, and Invention Disclosure Agreement attached as Exhibit A (including with respect to the Company's right to seek temporary, preliminary or permanent injunctive or other equitable relief), any dispute, controversy or claim arising out of or relating to this Agreement, Executive's employment with the Company, or the termination of such employment, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Employment Arbitration Rules then in effect. The arbitration shall be conducted before a single neutral arbitrator in Albany County, New York, unless the Parties mutually agree to another location. The arbitrator shall be a retired federal judge or an attorney with at least fifteen years of experience specializing in corporate governance or executive compensation disputes. The arbitrator shall have the authority to award any remedy or relief that would otherwise be available in a court of competent jurisdiction, including injunctive relief, damages and attorneys' fees to the extent authorized by applicable law or this Agreement. The arbitrator shall issue a written reasoned decision setting forth the essential findings and conclusions on which the award is based. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce and that the arbitration provisions contained herein shall be governed by and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The Company shall bear all costs of the arbitrator and the administrative fees of the AAA. Each Party shall otherwise bear its own attorneys' fees and costs, except as otherwise provided by applicable law or as awarded by the arbitrator. To the maximum extent permitted by law, all aspects of the arbitration, including the demand for arbitration, all briefs, evidence, hearing transcripts, and the arbitrator's reasoned decision, shall remain strictly confidential and shall not be disclosed to any third party without prior written consent, except as strictly required by law or Securities and Exchange Commission regulatory disclosure requirements.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. **Tax Matters.**

(a) **Withholding.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

(b) **Tax Advice.** Executive is encouraged to obtain Executive's own tax advice regarding Executive's compensation from the Company.

26. **Section 409A.** The Parties intend for the payments and benefits under this Agreement to be exempt from Section 409A or, if not so exempt, to be paid or provided in a manner which complies with the requirements of such section, and intend that this Agreement shall be construed and administered in accordance with such intention. Notwithstanding anything contained herein to the contrary, Executive shall not be considered to have terminated employment with the Company for purposes of any payments under this Agreement until Executive would be considered to have incurred a separation from service from the Company within the meaning of Section 409A (a "**Separation**"). Each amount to be paid or benefit to be provided under this Agreement shall be construed as a separate identified payment for purposes of Section 409A. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated or additional taxation and/or tax penalties under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement or any other arrangement between Executive and Company during the six (6) month period immediately following Executive's Separation shall instead be paid on the first business day after the date that is six (6) months following Executive's Separation (or, if earlier, Executive's date of death). To the extent required to avoid an accelerated or additional tax under Section 409A, amounts reimbursable to Executive under this Agreement or any other arrangement between Executive and Company shall be paid to Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred and the amount of expenses eligible for reimbursement (and in kind benefits provided to Executive) during one calendar year may not affect amounts reimbursable or provided in any subsequent calendar year. Notwithstanding anything set forth herein to the contrary, to the extent that any severance amount payable under a plan or agreement that Executive may have a right or entitlement to as of the date of this Agreement constitutes non-qualified deferred compensation under Section 409A, then to the extent required to avoid accelerated or additional taxation and/or tax penalties under Section 409A, the portion of the benefits payable hereunder equal to such other amount shall instead be provided in the form set forth in such other plan or agreement. The Company makes no representation that any or all of the payments described in this Agreement will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. Executive shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

27. **Legal Fees.** The Company shall reimburse Executive for legal fees actually incurred in the negotiation and execution of this Agreement up to \$10,000.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date written below.

ANGIODYNAMICS, INC.

ERIC HONROTH

By: /s/ Howard Donnelly

/s/ Eric Honroth

Name: Howard Donnelly

Date: October 3, 2026

Title: Chairman of the Board

Date: October 3, 2026

Exhibit A

Confidentiality, Non-Solicitation, Non-Competition, and Invention Disclosure Agreement

[Intentionally Omitted]

**JAMES C. CLEMMER
CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the “**Agreement**”) is entered into effective as of November 2, 2026 (the “**Effective Date**”), by and between AngioDynamics, Inc., a Delaware corporation (the “**Company**”), on the one hand, and James C. Clemmer, an individual (the “**Consultant**”), on the other hand.

WHEREAS, Consultant currently serves as the President and Chief Executive Officer of the Company;

WHEREAS, Consultant and the Company entered into that certain Transition and Retirement Agreement (the “**Transition Agreement**”), dated as of January 2, 2026, pursuant to which, on the earlier of (i) the appointment of a successor in the role of Chief Executive Officer of the Company and (ii) November 30, 2026, Consultant shall retire as President and Chief Executive Officer of the Company and its subsidiaries and shall transition to the role of consultant to the Company;

WHEREAS, the Company appointed a new President and Chief Executive Officer effective as of November 2, 2026; and

WHEREAS, the parties desire to enter into this Agreement whereby Consultant will continue to perform services for the Company as an independent contractor as contemplated in the Transition Agreement;

NOW, THEREFORE, in consideration of the promises, covenants and conditions herein contained, the parties mutually agree as follows:

1. **TERMINATION OF EMPLOYMENT AGREEMENT**

1.1 Consultant’s employment with the Company shall terminate November 2, 2026, which shall also be the “Retirement Date” (as defined in the Transition Agreement).

2. **CONSULTING SERVICES.**

2.1 The Company hereby engages Consultant to perform, and Consultant accepts such engagement and agrees to perform, the services described and defined in Schedule A hereof, as may be mutually amended by the parties from time to time during the Term (collectively the “**Services**”). The Company shall provide such access to its information, property and any other resources as may be required in order to permit the Consultant to perform the Services.

3. **TERM AND TERMINATION.**

3.1 Term. The Services shall commence on the Retirement Date and shall continue until the first anniversary of the Retirement Date (the “**Term**”), unless terminated earlier pursuant to the terms of this Agreement.

3.2 Termination. Either party may terminate this Agreement prior to the end of the Term at any time, for or without cause, upon a 30-day written notice to the other party.

3.3 Effect of Termination. If this Agreement is terminated by either party, then the Company shall pay Consultant such accrued and unreimbursed expenses and Fees as are outstanding as of the last day of Consultant's service under this Agreement. In addition, if the Company terminates this Agreement prior to the end of the Term, the Company shall also pay Consultant a lump-sum payment for the balance of the Fees that would have been paid to Consultant had the Term not been terminated early.

4. COMPENSATION.

4.1 Consulting Fee. \$30,000 per month, payable in arrears (the "Fees").

4.2 Expense Reimbursement. The Company shall reimburse Consultant for reasonable out-of-pocket expenses actually incurred by Consultant in the performance of the Services; provided, that any travel expenses must be pre-approved in writing by the Company.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Consultant represents and warrants that Consultant is free to enter into this Agreement and perform the Services. Consultant further represents and warrants that his performance of the Services does not breach any agreement that obligates him to keep in confidence any trade secrets or confidential information of any other party or to refrain from competing, directly or indirectly with the business of any other party.

6. INDEPENDENT CONTRACTOR STATUS.

6.1 In performance hereunder, Consultant is an independent contractor. Consultant shall perform the Services according to Consultant's own means and methods of work, which shall be in Consultant's exclusive charge and control and shall not be subject to the control or supervision of the Company excepting as to the results of the work. The parties hereto agree that payments to be made by the Company to Consultant are for services as an independent contractor. The Company shall not make any deduction from the Fees or other compensation to be paid to Consultant, including but not limited to social security, withholding taxes, unemployment insurance and other such deductions. Consultant assumes full responsibility for all such taxes, contributions and assessments and for workers' compensation insurance with respect to Consultant's employees, agrees to indemnify the Company with respect thereto and agrees to meet all requirements which may be specified under regulations of administrative officials or bodies charged with enforcement of any relevant state or federal law. Consultant acknowledges and agrees that no representation is intended or made by the Company regarding the tax consequences, if any, of this Agreement and/or the payments made hereunder.

7. CONDUCT OF CONSULTANT.

7.1 Return of Records. Consultant represents, agrees and warrants that all memoranda, notices, files, records, and other documents that Consultant makes or compiles during the Term that are directly related to the Services, or are made available to Consultant concerning the business of the Company that are otherwise not publicly available, shall be and are the Company's property and shall be delivered to the Company at its request therefor.

7.2 Consultant's Business Activities. Subject to Consultant's ongoing obligations pursuant to Section 5 of the Transition Agreement, it is understood and agreed that Consultant may be engaging in other businesses, consulting, and investment activities during the Term.

7.3 Trade Pre-Clearance. Consultant acknowledges that during the performance of the Services, he may receive or gain access to material non-public information ("MNPI") regarding the Company or third parties. Consultant agrees not to use such MNPI other than in connection with this Agreement and agrees to abide by all applicable securities laws with respect to any such MNPI, including a prohibition on trading in securities on the basis of any such information.

8. MISCELLANEOUS.

8.1 Notices. Any notice given pursuant to this Agreement to any party hereto shall be deemed to have been duly given when mailed by registered or certified mail, return receipt requested, or by overnight courier, or when hand delivered as follows:

AngioDynamics, Inc.
14 Plaza Drive
Latham, NY 12110
Attn: General Counsel

with a copy (which shall not constitute notice) to:

Hogan Lovells Cadwalader LLP
200 Liberty Street
New York, New York 10281
Attention: William Mills

If to the Executive, at the Executive's most recent address on the payroll records of the Company.

with a copy (which shall not constitute notice) to:

Duane Morris, LLP
22 Vanderbilt
355 Madison Ave., 23rd Floor
New York, New York 10017-4669
Attention: John A. Nixon

Either of the parties hereto may change their address for purposes of notice hereunder by giving notice in writing to such other party pursuant to this Section 8.1.

8.2 Successors. This Agreement shall bind and inure to the benefit of the successors, permitted assigns, personal representatives, heirs or legatees of the respective parties; provided, however, that the obligations of the Consultant are personal and shall not be assigned by him.

8.3 Amendment. This Agreement may be amended or modified at any time only by the written agreement signed by both the Company and Consultant.

8.4 Governing Law and Arbitration. Sections 12.I. and 12.J. of the Transition Agreement are hereby incorporated herein by reference.

8.5 Severability. In the event that any provision(s) of this Agreement shall be held invalid or unenforceable, such provision(s) shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

8.6 Assignment. Neither the Company nor Consultant may assign this Agreement, or any of their rights, obligations or duties herein, without the prior written consent of the other party, except that the Company may assign this Agreement to any successor (whether by merger, acquisition of equity interests, purchase or otherwise) to all or substantially all of the assets or business of the Company upon notice to Consultant.

8.7 Entire Agreement. This Agreement and Transition Agreement (which, for the avoidance of doubt, shall remain in full force and effect pursuant to its terms) constitute the entire agreement between the parties hereto pertaining to the subject matter hereof. This Agreement and the Transition Agreement supersede all prior agreements, written or oral, and all contemporaneous oral agreements and understandings of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof.

8.8 Tense and Headings. Whenever any words used herein are in the singular form, they shall be construed as though they were also used in the plural form in all cases where they would so apply. The headings contained herein are solely for the purposes of reference, are not part of this Agreement and shall not in any way affect the meaning or interpretation of this Agreement.

8.9 Counterparts. The Agreement may be executed by one or more of the Parties hereto on any number of separate counterparts and all such counterparts shall be deemed to be one and the same instrument. Each party hereto confirms that any facsimile copy or .pdf of such party's executed counterpart of the Agreement (or its signature page thereof) shall be deemed to be an executed original thereof.

[Remainder of page intentionally left blank. • Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

AngioDynamics, Inc.

By: /s/ Howard W. Donnelly
Name: Howard W. Donnelly
Title: Chairman of the Board, Director

CONSULTANT

/s/ James C. Clemmer
Name: James C. Clemmer

[James C. Clemmer – Consulting Agreement]

SCHEDULE A

Consult and advise the Company's Chief Executive Officer and Chair of the Board regarding the transition of the new Chief Executive Officer's role, the Company's strategy and the Company's engagement with shareholders and other stakeholders, each as requested or directed from time to time by the Chief Executive Officer and/or Chair of the Board.

**Form of AngioDynamics Retention and Severance Letter Agreement**

October 5, 2026

Personal and Confidential

[Employee Name]

[Address]

Re: AngioDynamics Retention Incentive Opportunity

Dear [Name]:

Given your critical role, skills and knowledge, your efforts on behalf of AngioDynamics are particularly important at this time. Therefore, on behalf of the AngioDynamics Board of Directors, the Company is offering you a retention incentive and severance benefit beyond your regular compensation to recognize your continued commitment to providing critical leadership to the Company during this period of transition.

Specifically, AngioDynamics is offering you the opportunity to receive additional severance benefits as a result of your continued retention as an employee through the transition to a new Chief Executive Officer as set forth below:

1. Retention Incentive Award:

If you remain employed by the Company up to and including the date on which the new Chief Executive Officer starts employment at the Company you will be eligible for additional potential severance benefits as follows.

In the event that within twelve months of the date on which the new Chief Executive Officer starts employment at the Company, your position is eliminated or your employment by the Company is terminated other than (a) by your resignation or (b) a "for cause" termination, any previously issued equity grants issued under the Company's equity plan will be treated as follows:

- a. **Performance Share Units.** All outstanding and unvested Performance Share Units will be vested on a pro-rata basis based on actual performance (same as retirement) at normal vesting date. The number of performance share units issued shall be pro-rated as follows: the number of units granted and eligible to be earned subject to achievement of the performance metrics will be multiplied by a fraction where the numerator is the number of days the employee worked from and including the date of grant until and including the employee's last day of employment with the company and where the denominator is the number of days from the grant date until the scheduled vesting date at the conclusion of the scheduled performance measurement period. The performance measurement shall be the same as the measurements used for all employees who received Performance Share Unit grants and the issuance of shares under the Performance Share Unit grants likewise will occur at the same date shares are issued to all employees who received Performance Share Unit grants.
-

b. **Restricted Share Units.** All outstanding unvested restricted share units will be fully accelerated upon the day of the employee's termination of employment with the Company.

2. Eligibility: To qualify for a "Retention Incentive," you must remain employed with the Company, and in good standing, until the date on which the new Chief Executive Officer starts employment at the Company, and you must comply with the confidentiality requirement set forth below. If you voluntarily resign or are terminated for performance reasons, including, but not limited to, termination for cause or gross misconduct, you will forfeit your eligibility for the incentive.
3. Confidentiality. This program has been designed specifically for a limited number of employees. Therefore, a condition to your entitlement to the Retention Incentive is that you shall not disclose the existence or terms of this arrangement to any other employee of the Company. Of course, you may discuss the terms of this arrangement with Human Resources personnel for the purpose of addressing any matters concerning the administration of this arrangement, and you understand that the Company will be required to make certain disclosures pursuant to its obligations as a public company under Securities and Exchange Commission rules.
4. Preservation of At-Will Employment. Nothing in this letter changes the at-will nature of your employment with the Company.

Thank you for your efforts on behalf of the organization, and we long forward to your continued effective commitment to the Company.

Sincerely,



Jim

Acknowledged and agreed:

[Employee Name]

**NEWS RELEASE****Investor Contact:**

Stephen Trowbridge
Executive Vice President & CFO
518-795-1408
strowbridge@angiodynamics.com

Media Contact:

Saleem Cheeks
Vice President, Communications
518-795-1174
scheeks@angiodynamics.com

**AngioDynamics Announces Appointment of Eric Honroth as
President and Chief Executive Officer**

Medical Technology Executive Brings More than 20 years of Leadership Experience, Including Cardiovascular, Endovascular and Oncology Markets, with a Track Record of Accelerating Growth and Improving Profitability

Jim Clemmer to Retire Following Ten Years as President and Chief Executive Officer

LATHAM, N.Y., October 8, 2026 – AngioDynamics, Inc. (NASDAQ: ANGO), a leading and transformative medical technology company focused on restoring healthy blood flow in the body’s vascular system, expanding cancer treatment options, and improving quality of life for patients, today announced the appointment of Eric Honroth as President and Chief Executive Officer and a member of the Board of Directors, effective November 2, 2026. Mr. Honroth will succeed Jim Clemmer, who will depart the Board on November 2, 2026, and will remain in a consulting capacity to ensure a smooth transition.

The appointment follows a Board-led search prioritizing a leader with medical technology experience, a demonstrated track record of commercial execution and operational discipline to build on the Company's Med Tech momentum, advance its transformation, and drive sustainable revenue growth, margin expansion, and long-term shareholder value.

Mr. Honroth brings more than 20 years of medical device and life sciences leadership experience across markets directly aligned with AngioDynamics' portfolio, including cardiovascular, endovascular, urology and oncology. Earlier in his career, he held senior leadership roles at Abbott Vascular, Becton Dickinson, CareFusion, and Boston Scientific. His leadership experience spans both North American and global markets, including responsibility for large-scale commercial organizations and global business operations, providing a proven foundation for advancing the Company's strategic growth and value-creation priorities.

Most recently, he served as Global President, Life Science at Getinge and previously led Getinge's \$1.2 billion North American business, where he accelerated growth, delivered sustained revenue gains, and strengthened operational performance through new product development, strategic portfolio management, and disciplined commercial excellence.

“AngioDynamics enters this transition with real momentum, including a high-growth Med Tech segment, a strong balance sheet with no outstanding debt, and an operational transformation that is delivering,” said Howard Donnelly, AngioDynamics Board Chair. “Eric has done what this



moment requires. He has built businesses, driven profitable growth, and managed global operations with responsibility for both revenue and cost structure. He also builds teams and leads with a genuine commitment to patients, and the Board is confident he is the right leader to deliver long-term value during our next chapter.”

Mr. Donnelly continued, “On behalf of the Board, I want to thank Jim for his exceptional leadership over the past decade. Under his guidance, AngioDynamics underwent a successful transformation that sharpened our focus and built a solid foundation for sustainable growth and profitability. Jim’s dedication to our team, patients, customers, and shareholders has left a lasting mark on the Company, and we are deeply grateful for his many contributions. We look forward to his continued contributions as a trusted senior advisor.”

“I am honored to lead AngioDynamics at such an important moment for the Company and grateful for the confidence the Board and Jim have placed in me,” said Mr. Honroth. “The Company has a differentiated technology portfolio, multiple growth drivers, and an exceptionally talented team. I look forward to working with employees and customers to build on this foundation and accelerate progress where we see the greatest opportunities to improve patient care and create shareholder value.”

“It has been the privilege of my career to lead AngioDynamics these past ten years,” said Mr. Clemmer. “Together, we sharpened the Company’s focus, expanded operating capabilities, and positioned the business for its next phase of growth. I am confident Eric’s experience and leadership make him the right person to carry that work forward, and I look forward to supporting a smooth transition.”

About AngioDynamics, Inc.

AngioDynamics is a leading and transformative medical technology company focused on restoring healthy blood flow in the body’s vascular system, expanding cancer treatment options, and improving quality of life for patients.

The Company’s innovative technologies and devices are chosen by talented physicians in fast-growing healthcare markets to treat unmet patient needs.

For more information, visit angiodynamics.com.

Safe Harbor

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements regarding AngioDynamics’ expected future financial position, results of operations, cash flows, business strategy, budgets, projected costs, capital expenditures, products, competitive positions, growth opportunities, plans and objectives of management for future operations, as well as statements that include the words such as “expects,” “reaffirms,” “intends,” “anticipates,” “plans,” “believes,” “seeks,” “estimates,” “projects,” “optimistic,” or variations of such words and similar expressions, are forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to risks and uncertainties. Investors are cautioned that actual events or results may differ materially from AngioDynamics’ expectations, expressed or implied. Factors that may affect the actual results achieved by AngioDynamics include, without limitation, the scale and



scope of the COVID-19 global pandemic, the ability of AngioDynamics to develop its existing and new products, technological advances and patents attained by competitors, infringement of AngioDynamics' technology or assertions that AngioDynamics' technology infringes the technology of third parties, the ability of AngioDynamics to effectively compete against competitors that have substantially greater resources, future actions by the FDA or other regulatory agencies, domestic and foreign healthcare reforms and government regulations, results of pending or future clinical trials, overall economic conditions (including inflation, tariffs, labor shortages and supply chain challenges including the cost and availability of raw materials), the results of on-going litigation, challenges with respect to third-party distributors or joint venture partners or collaborators, the results of sales efforts, the effects of product recalls and product liability claims, changes in key personnel, the ability of AngioDynamics to execute on strategic initiatives, the effects of economic, credit and capital market conditions, general market conditions, market acceptance, foreign currency exchange rate fluctuations, the effects on pricing from group purchasing organizations and competition, the ability of AngioDynamics to obtain regulatory clearances or approval of its products, or to integrate acquired businesses, as well as the risk factors listed from time to time in AngioDynamics' SEC filings, including but not limited to its Annual Report on Form 10-K for the year ended May 31, 2026. AngioDynamics does not assume any obligation to publicly update or revise any forward-looking statements for any reason.
