UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended September 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 001-42437

Anteris Technologies Global Corp.

(Exact name of Registrant as specified in its Charter)

Delaware	**99-1407174**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
Toowong Tower, Level 3, Suite 302 **9 Sherwood Road** **Toowong, QLD** **Australia**	
(Address of principal executive offices)	**4066** (Zip Code)

Registrant's telephone number, including area code: **+61 7 3152 3200**

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 $0.0001 per share	AVR	The Nasdaq Global Market

Indicate by check mark whether the Registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
YES ☒ NO ☐

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). YES ☒ NO☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
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. ☐

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
YES ☐ NO ☒

The number of shares outstanding of the registrant's Common Stock as of November 9, 2026 was 97,493,429.

ANTERIS TECHNOLOGIES GLOBAL CORP.

FORM 10-Q

For the quarterly period ended September 30, 2026

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain matters discussed in this Quarterly Report on Form 10-Q (this "Form 10-Q"), including statements regarding our future results of operations and financial position, business strategy, product development, and plans and objectives of management for future operations, contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, both as amended. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "budget," "target," "aim," "strategy," "plan," "guidance," "outlook," "may," "should," "could," "will," "would," "will be," "will continue," "will likely result" and similar expressions, although not all forward-looking statements contain these identifying words. Forward-looking statements, which are subject to risks, include, but are not limited to, statements about:

- our current and future research and development ("R&D") activities, including site activations, trial enrollment, clinical testing and manufacturing and related costs and timing;
- our product development and business strategy, including the potential size of the markets for our products and future development and/or expansion of our products in our markets;
- our ability to commercialize products and generate product revenues;
- any statements concerning anticipated regulatory activities, including our ability to obtain regulatory clearances;
- our R&D expenses;
- the sufficiency of our capital resources;
- our ability to raise additional funding when needed; and
- risks facing our operations and intellectual property.

We have based the forward-looking statements contained in this Form 10-Q largely on our current expectations, estimates, forecasts and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. In light of the significant uncertainties in these forward-looking statements, you should not rely upon forward-looking statements as predictions of future events. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Form 10-Q, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur at all. You should refer to the section titled "Risk Factors" in our annual report on Form 10-K for the year ended December 31, 2025 filed with the U.S. Securities and Exchange Commission (the "SEC") on February 26, 2026 (the "Annual Report"), as such risks and uncertainties may be amended, supplemented or superseded from time to time by our subsequent reports on Forms 10-Q and 8-K we file with the SEC, for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements. Furthermore, if our forward-looking statements prove to be inaccurate, the inaccuracy may be material.

The forward-looking statements made in this Form 10-Q relate only to events as of the date on which the statements are made. Except as required by law, we undertake no obligation to publicly update any forward-looking statements, whether as a result of new information, future events or otherwise.

You should read this Form 10-Q and the documents that we reference in this Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of the forward-looking statements in this Form 10-Q by these cautionary statements.

This Form 10-Q contains certain data and information that we obtained from various publications. Statistical data in these publications also include projections based on a number of assumptions. In addition, the nature of the medical technology industry results in significant uncertainties for any projections or estimates relating to the growth prospects or future condition of our industry. Furthermore, if any one or more of the assumptions underlying the market data are later found to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

All references in this Form 10-Q to our common stock, par value $0.0001 per share ("Common Stock") shall include the shares represented by CHESS Depository Interests ("CDIs"), each of which represents one underlying share of Common Stock, unless the context suggests otherwise.

Part I. Financial Information

Item 1. Financial Statements

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands of U.S. dollars, except per share information; unaudited)

	Note	Three months ended September 30,		Nine months ended September 30,	
		2026	2025	2026	2025
		$	$	$	$
Net sales		519	429	2,022	1,603
Costs and expenses:					
Cost of products sold		(126)	(123)	(473)	(478)
Research and development expense		(21,333)	(16,810)	(62,159)	(49,606)
Selling, general and administrative expense		(8,901)	(5,761)	(24,235)	(16,448)
Operating loss		(29,841)	(22,265)	(84,845)	(64,929)
Other non-operating income, net		2,600	147	6,742	386
Interest and amortization of debt discount and expense		(17)	(15)	(175)	(63)
Net foreign exchange (losses)/gains		160	(83)	(38)	(611)
Fair value movement of derivatives		-	7	35	15
Loss before income taxes from continuing operations		(27,098)	(22,209)	(78,281)	(65,202)
Income tax benefit/(expense)		272	-	(220)	-
Net loss		(26,826)	(22,209)	(78,501)	(65,202)
Total (loss)/gain is attributable to:					
Non-controlling interests	10	-	35	443	(260)
Stockholders of the Company		(26,826)	(22,244)	(78,944)	(64,942)
		(26,826)	(22,209)	(78,501)	(65,202)
Share information					
Basic and diluted loss per share ($ per share)	8	(0.28)	(0.62)	(0.85)	(1.80)

The accompanying notes are an integral part of these condensed consolidated financial statements.

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

(In thousands of U.S. dollars; unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2026 $	2025 $	2026 $	2025 $
Net loss	(26,826)	(22,209)	(78,501)	(65,202)
Other comprehensive (loss)/income, net of tax:				
Foreign currency translation adjustments	(187)	31	(57)	644
Other comprehensive (loss)/income for the period, net of tax	(187)	31	(57)	644
Total comprehensive loss	(27,013)	(22,178)	(78,558)	(64,558)
Total comprehensive loss is attributable to:				
Non-controlling interests	-	35	443	(260)
Stockholders of the Company	(27,013)	(22,213)	(79,001)	(64,298)
	(27,013)	(22,178)	(78,558)	(64,558)

The accompanying notes are an integral part of these condensed consolidated financial statements.

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED BALANCE SHEETS

(In thousands of U.S. dollars, except share quantities; unaudited)

	Note	September 30, 2026 $	December 31, 2025 $
ASSETS			
Current Assets			
Cash, cash equivalents and restricted cash	4	232,756	12,576
Accounts receivable from customers, net of allowances		220	32
Inventories		-	152
Prepaid expenses		2,379	642
Other current assets		2,228	2,274
Total Current Assets		237,583	15,676
Non-Current Assets			
Plant and equipment, net		5,684	5,261
Operating lease right-of-use assets, net	6	15,531	1,995
Intangible assets, net		89	65
Other assets	4	3,578	-
Total Non-Current Assets		24,882	7,321
TOTAL ASSETS		262,465	22,997
LIABILITIES			
Current Liabilities			
Accounts payable		5,618	11,094
Accrued and other liabilities	5	12,874	9,697
Current portion of operating lease liabilities		476	566
Current portion of debt obligations		117	16
Total Current Liabilities		19,085	21,373
Non-Current Liabilities			
Long-term operating lease liabilities	6	15,462	1,678
Long-term debt obligations		61	22
Other liabilities		803	177
Total Non-Current Liabilities		16,326	1,877
TOTAL LIABILITIES		35,411	23,250
COMMITMENTS AND CONTINGENCIES	11		
STOCKHOLDERS' EQUITY			
Common stock, $0.0001 par value, 400,000,000 shares authorized, 97,493,429 and 41,579,881 shares issued and outstanding as of September 30, 2026 and December 31, 2025, respectively	7	10	4
Preferred stock, $0.0001 par value, 40,000,000 shares authorized, no shares outstanding		-	-
Additional paid in capital		686,570	380,711
Accumulated other comprehensive loss		(10,333)	(10,276)
Accumulated deficit		(449,476)	(370,532)
TOTAL STOCKHOLDERS' EQUITY (DEFICIT)		226,771	(93)
Non-controlling interests	10	283	(160)
TOTAL EQUITY (DEFICIT)		227,054	(253)
TOTAL LIABILITIES AND EQUITY		262,465	22,997

The accompanying notes are an integral part of these condensed consolidated financial statements.

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands of U.S. dollars, except share quantities; unaudited)

	Common stock		Additional Paid in Capital $	Accumulated Other Comprehensive Loss $	Accumulated Deficit $	Total Stockholders' Equity $	Non-controlling interests $	Total Equity $
	Shares Quantity	Par Value $						
Balance at December 31, 2025	41,579,881	4	380,711	(10,276)	(370,532)	(93)	(160)	(253)
Net (loss)/gain	-	-	-	-	(23,024)	(23,024)	126	(22,898)
Other comprehensive gain	-	-	-	52	-	52	-	52
Common stock issued	55,652,173	6	299,688	-	-	299,694	-	299,694
Stock-based compensation	-	-	1,816	-	-	1,816	-	1,816
Balance at March 31, 2026	97,232,054	10	682,215	(10,224)	(393,556)	278,445	(34)	278,411
Net (loss)/gain	-	-	-	-	(29,094)	(29,094)	317	(28,777)
Other comprehensive gain	-	-	-	78	-	78	-	78
Common stock issued	178,852	-	(158)	-	-	(158)	-	(158)
Stock-based compensation	-	-	2,116	-	-	2,116	-	2,116
Balance at June 30, 2026	97,410,906	10	684,173	(10,146)	(422,650)	251,387	283	251,670
Net loss	-	-	-	-	(26,826)	(26,826)	-	(26,826)
Other comprehensive loss	-	-	-	(187)	-	(187)	-	(187)
Common stock issued	82,523	-	276	-	-	276	-	276
Stock-based compensation	-	-	2,121	-	-	2,121	-	2,121
Balance at September 30, 2026	97,493,429	10	686,570	(10,333)	(449,476)	226,771	283	227,054

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

(In thousands of U.S. dollars, except share quantities; unaudited)

	Common stock		Additional Paid in Capital $	Accumulated Other Comprehensive Loss $	Accumulated Deficit $	Total Stockholders' Equity $	Non-controlling interests $	Total Equity $
	Shares Quantity	Par Value $						
Balance at December 31, 2024	35,939,816	4	350,036	(10,891)	(276,388)	62,761	(79)	62,682
Net loss	-	-	-	-	(21,864)	(21,864)	(67)	(21,931)
Other comprehensive gain	-	-	-	174	-	174	-	174
Common stock issued	122,271	-	485	-	-	485	-	485
Stock-based compensation	-	-	1,703	-	-	1,703	-	1,703
Balance at March 31, 2025	36,062,087	4	352,224	(10,717)	(298,252)	43,259	(146)	43,113
Net loss	-	-	-	-	(20,834)	(20,834)	(228)	(21,062)
Other comprehensive gain	-	-	-	439	-	439	-	439
Common stock issued	283	-	1	-	-	1	-	1
Stock-based compensation	-	-	1,541	-	-	1,541	-	1,541
Balance at June 30, 2025	36,062,370	4	353,766	(10,278)	(319,086)	24,406	(374)	24,032
Net (loss)/gain	-	-	-	-	(22,244)	(22,244)	35	(22,209)
Other comprehensive gain	-	-	-	31	-	31	-	31
Stock-based compensation	-	-	1,505	-	-	1,505	-	1,505
Balance at September 30, 2025	36,062,370	4	355,271	(10,247)	(341,330)	3,698	(339)	3,359

The accompanying notes are an integral part of these condensed consolidated financial statements.

ANTERIS TECHNOLOGIES GLOBAL CORP.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands of U.S. dollars; unaudited)

	Note	Nine months ended September 30, 2026 $	Nine months ended September 30, 2025 $
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss		(78,501)	(65,202)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization expense		1,394	1,238
Equity-settled stock-based compensation		6,053	4,749
Net foreign exchange losses		38	611
Other items		157	(21)
Change in operating assets and liabilities:			
Accounts receivable, prepayments and other assets		(1,728)	379
Inventories		152	77
Accounts payable, accrued and other liabilities		62	(1,107)
NET CASH USED IN OPERATING ACTIVITIES		(72,373)	(59,276)
CASH FLOWS FROM INVESTING ACTIVITIES			
Acquisition of plant and equipment		(2,180)	(1,557)
Acquisition of intangible assets		(45)	-
Deferred proceeds from sale of distribution rights		-	1,358
NET CASH USED IN INVESTING ACTIVITIES		(2,225)	(199)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from issuance of shares, net of underwriting fees	7	308,646	619
Share issue transaction costs	7	(8,845)	(1,195)
Tax withholding paid on net-settled equity awards	7	(248)	(97)
Repayment of debt		(1,167)	(1,145)
Principal payments on finance lease obligations		(16)	(9)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES		298,370	(1,827)
Effect of exchange rate movements on cash, cash equivalents and restricted cash		(14)	(37)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH			
Net change during the period		223,758	(61,339)
Balance at beginning of period		12,576	70,458
Balance at end of period	4	236,334	9,119
SUPPLEMENTAL CASH FLOW INFORMATION			
Operating cash outflows relating to operating leases		780	738
Non-cash additions to right-of-use assets and lease liabilities		14,117	1,663
Cash received for research and development tax incentive		-	594

The accompanying notes are an integral part of these condensed consolidated financial statements.

ANTERIS TECHNOLOGIES GLOBAL CORP.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2026

1. DESCRIPTION OF BUSINESS

The principal activities of Anteris Technologies Global Corp. ("ATGC," "Anteris," "Company," "we," "us," or "our") include:

- Continued research and development ("R&D") of the DurAVR® Transcatheter Heart Valve ("THV"), consisting of a single-piece biomimetic valve made with our proprietary ADAPT® tissue-enhancing technology and deployed with our ComASUR® balloon-expandable delivery system (the "ComASUR® Delivery System"), designed to address unmet medical needs in the treatment of aortic stenosis. The DurAVR® THV, with its single piece, native-shaped biomimetic design is built to mimic the performance of a healthy aortic valve and to restore normal laminar blood flow. This new class of technology can be used to treat new aortic stenosis patients and to treat aortic stenosis patients where their current bioprosthetic aortic valve is failing ("valve-in-valve").

- Advancing the DurAVR® THV clinical program, including ongoing patient recruitment and data collection for the randomized global pivotal study (the "PARADIGM Trial"), expansion into additional geographies, and continued site activation and training. Data from the PARADIGM Trial is intended to support a Premarket Approval ("PMA") application in the United States and a parallel CE Mark approval in Europe. These are key milestones on the path to commercialization.

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States ("U.S. GAAP"). These policies have been consistently applied to all the periods presented, unless otherwise stated. The accompanying condensed consolidated financial statements of the Company are unaudited. In the opinion of management, all adjustments necessary for a fair statement of results of operations, cash flows, and financial position have been made. The results of operations for the three and nine months ended September 30, 2026 and 2025 are not necessarily indicative of results that may be expected for the full year or any other subsequent interim period.

Unless noted otherwise, all dollar amounts are in thousands of United States dollars ("U.S. dollars" or "$"). Some amounts may not reconcile due to rounding.

The Company is an emerging growth company ("EGC"), as defined in Section 2(a) of the Securities Act of 1933, as amended (the "Securities Act"), and may elect to use the extended transition period provided under the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act") for complying with new or revised accounting standards applicable to public companies. The Company expects to cease qualifying as an EGC beginning with its Annual Report on Form 10-K for the year ending December 31, 2026. As a result, certain EGC accommodations will no longer be available.

The preparation of financial statements in conformity with U.S. GAAP requires management to make judgments, estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Management bases its judgments, estimates and assumptions on historical experience and on other various factors, including expectations of future events that management believes to be reasonable under the circumstances. Actual results could differ from those estimates due to risks and uncertainties.

The accounting policies adopted in the preparation of the condensed consolidated financial statements are consistent with those adopted and disclosed in the Group's (defined below) financial statements for the year ended December 31, 2025, except for the adoption of certain accounting standards impacting disclosures only, as discussed below. These condensed consolidated financial statements do not include all information and footnote disclosures normally included in the annual consolidated financial statements. The financial information included herein should be read in conjunction with the consolidated financial statements and related notes for the year ended December 31, 2025 as included in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 filed with the U.S. Securities and Exchange Commission (the "SEC") on February 26, 2026 (the "Annual Report").

(a) Principles of consolidation

The condensed consolidated financial statements include the accounts of ATGC, its wholly-owned subsidiaries, and entities for which the Company has a controlling financial interest. ATGC and its subsidiaries together are referred to in these financial statements as the "Group".

Subsidiaries are all those entities over which the Group has control. Control is the power to govern the financial and operating policies of an entity. All subsidiaries of ATGC have a reporting year end of December 31. Intercompany transactions, balances and unrealized gains or losses on transactions between entities in the Group are eliminated.

ANTERIS TECHNOLOGIES GLOBAL CORP.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2026

2. BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(b) Recently Adopted Accounting Standards

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, *Income Taxes (Topic 740) Improvements to Income Tax Disclosures*. ASU 2023-09 intends to enhance income tax disclosures to address investor requests for more information about the tax risks and opportunities present in an entity's worldwide operations and primarily requires further disaggregation of existing disclosures related to the effective tax rate reconciliation and income taxes paid. As an EGC, the Company elected to apply the extended transition period and will adopt ASU 2023-09 for the year ending December 31, 2026. The ASU impacts annual disclosure requirements only and did not have an impact on the Company's condensed consolidated financial statements. The Company will apply the disclosure requirements prospectively beginning with the year ending December 31, 2026.

(c) New Accounting Standards Not Yet Adopted

The FASB has issued several new accounting pronouncements during the first nine months of 2026. The Company has determined that there are no new accounting pronouncements issued but not yet adopted that would have a material impact on the Company's financial position, results of operations, or cash flows.

For further details on new accounting pronouncements issued in prior years but not yet adopted, refer to Note 2(y) in the consolidated financial statements for the year ended December 31, 2025 as included in the Annual Report.

3. INCOME TAX

The Company's provision for interim periods is determined using an estimate of the annual effective tax rate, adjusted for discrete items arising in that period. The Company's effective tax rate differs from the U.S. statutory tax rate primarily due to valuation allowances on its deferred tax assets as it is more likely than not that some, or all, of the Company's deferred tax assets will not be realized. Income tax expense for the nine months ended September 30, 2026 includes a discrete tax expense related to a Swiss withholding tax settlement arising from a prior-period tax audit, partially offset by a reimbursement of withholding tax recoverable during the third quarter of 2026.

Deferred tax assets and liabilities are determined based upon the differences between the unaudited condensed consolidated financial statements carrying amounts and the tax bases of existing assets and liabilities and for loss and credit carryforwards, using enacted tax rates expected to be in effect in the years in which the differences are expected to reverse. The Company has provided a full valuation allowance against the net deferred tax assets as the Company has determined that it was more likely than not that the Company would not realize the benefits of net deferred tax assets.

4. CASH, CASH EQUIVALENTS AND RESTRICTED CASH

(in thousands)	September 30, 2026 $	December 31, 2025 $
Cash at bank	15,312	5,385
Cash equivalents (1)	216,987	6,697
Current restricted cash	457	494
Total current cash, cash equivalents and current restricted cash	232,756	12,576
Non-current restricted cash (2)	3,578	-
Total cash, cash equivalents and restricted cash in the Condensed Consolidated Statements of Cash Flows	236,334	12,576

(1) Consisted primarily of money market deposits, treasury bills and term deposits. The Company considers all short-term, highly liquid investments, that are readily convertible to known amounts of cash and with original maturities of three months or less to be cash equivalents.

(2) Non-current restricted cash includes $3.5 million classified as a non-current asset as of September 30, 2026, relating to cash collateral held in a restricted deposit account supporting a standby letter of credit associated with a property lease.

5. ACCRUED AND OTHER LIABILITIES

(in thousands)	September 30, 2026 $	December 31, 2025 $
Current		
Accrued liabilities	6,187	3,425
Employee compensation and withholdings	5,188	5,487
Lease asset retirement obligation	-	506
Cash-settled stock-based payment provision	1,499	279
	12,874	9,697

ANTERIS TECHNOLOGIES GLOBAL CORP.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2026

6. LEASES

In April 2026, the Company, through a wholly owned subsidiary, entered into a lease agreement for office and warehouse space located in Brooklyn Park, Minnesota. The lease commenced on September 1, 2026 and was classified as an operating lease. Upon commencement, the Company recognized a right-of-use asset and corresponding lease liability of approximately $13.4 million. The lease liability was measured using a discount rate of 10.0%.

Refer to Note 11 *Commitments and Contingencies*, for information regarding the standby letter of credit associated with the lease.

7. EQUITY

Share Capital

For information on the pertinent rights and privileges of the Company's outstanding shares, refer to Note 13 *Equity* in the audited consolidated financial statements for the year ended December 31, 2025 as included in the Annual Report.

The following issuances of Common Stock occurred during the nine months ended September 30, 2026:

- On January 22, 2026, the Company completed an underwritten public offering (the "2026 Public Offering") of 40,000,000 shares of its Common Stock, which included the full exercise of the underwriters' option to purchase additional shares, at a public offering price of $5.75 per share. The 2026 Public Offering generated gross proceeds of approximately $230.0 million, prior to deducting underwriting discounts and commissions and offering expenses. The 2026 Public Offering was made pursuant to the Company's shelf registration statement on Form S-3 (Registration No. 333-292565), which was previously filed with the SEC and declared effective on January 8, 2026, and a prospectus supplement dated January 20, 2026.

- On January 20, 2026, the Company entered into a stock purchase agreement with Covidien Group S.à r.l. ("Medtronic"), a wholly owned subsidiary of Medtronic plc, pursuant to which the Company issued and sold to Medtronic 15,652,173 shares of Common Stock at a purchase price of $5.75 per share (the "Medtronic Private Placement"). The Medtronic Private Placement closed on January 22, 2026, immediately after the completion of the 2026 Public Offering, and generated gross proceeds of approximately $90.0 million, before deducting placement agent fees and estimated offering expenses. The issuance and sale of the shares of Common Stock to Medtronic in the Medtronic Private Placement was not registered under the Securities Act and the shares were issued and sold in reliance on the exemption provided by Section 4(a)(2) of the Securities Act.

- During the three months ended June 30, 2026, a total of 182,011 RSUs vested, including 35,160 RSUs held by directors. Upon settlement, 25,565 shares of Common Stock were withheld to satisfy employee payroll tax-withholding obligations and were accounted for as share repurchases. As a result, the Company issued 156,446 shares of Common Stock upon settlement.

- In June 2026, Mr. McDonnell exercised 62,001 stock options with a weighted-average exercise price of $6.28 per share of Common Stock. Upon exercise, 39,595 shares of Common Stock were withheld under a net settlement arrangement to satisfy the exercise price and were accounted for as share repurchases. As a result, the Company issued 22,406 shares of Common Stock to Mr. McDonnell upon exercise.

- During the three months ended September 30, 2026, a total of 3,998 RSUs vested. Upon settlement, 715 shares of Common Stock were withheld to satisfy employee payroll tax-withholding obligations and were accounted for as share repurchases. As a result, the Company issued 3,283 shares of Common Stock upon settlement.

- During the three months ended September 30, 2026, 113,000 stock options were exercised, including 60,000 stock options exercised by Mr. St Denis (director and named executive officer). The options exercised had a weighted average exercise price of $5.61 per share of Common Stock. Upon exercise, 80,828 shares of Common Stock were withheld under a net settlement arrangement to satisfy the exercise price and employee payroll tax-withholding obligations and were accounted for as share repurchases. As a result, the Company issued 32,172 shares of Common Stock upon settlement.

- During the three months ended September 30, 2026, investors exercised 47,068 CDI warrants for $7.93 per share (AUD $11.50) raising $0.4 million.

For the comparable nine-month period ended September 30, 2025, the Company issued:

- In January 2025, following the Company's IPO, the underwriters partially exercised the over-allotment option, resulting in the issuance of 78,481 shares of Common Stock at $6.00 per share, for gross proceeds of $0.5 million.

- In March 2025, certain directors exercised 289,500 stock options, resulting in the issuance of 32,959 shares of Common Stock, including both net-settled and cash-settled exercises, with cash proceeds of $0.1 million.

- In March 2025, investors exercised 10,000 stock options for $6.22 per share, for gross proceeds of $0.1 million.

- During the three months ended March 31, 2025, 831 unlisted stock options were exercised by employees (excluding directors and named executive officers). These options had a weighted average exercise price of $3.99 per share.

- During the three months ended June 30, 2025, 283 unlisted stock options were exercised by employees (excluding directors and named executive officers). These options had a weighted average exercise price of $2.39 per share.

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8. LOSS PER SHARE

The table below presents the computation of basic and diluted loss per share:

		Three months ended September 30,		Nine months ended September 30,	
		2026	2025	2026	2025
Loss for the period, attributable to stockholders of the Company	$'000	(26,826)	(22,244)	(78,944)	(64,942)
Weighted average number of shares outstanding: used in the denominator in calculating basic and diluted loss per share	Number	97,460,671	36,062,370	92,656,501	36,045,858
Basic and diluted loss per share	$	(0.28)	(0.62)	(0.85)	(1.80)
Securities excluded as their inclusion would be anti-dilutive	Number	10,747,205	3,890,493	10,747,205	3,890,493

9. STOCK-BASED COMPENSATION

(a) Stock-based compensation expense

The following table presents the components and classification of stock-based compensation expense recognized for stock options, share price performance ("SPP") rights, cash incentive units ("CIUs"), restricted stock units ("RSUs") and shares of Common Stock issued to employees and directors:

	Three months ended September 30,		Nine months ended September 30,	
(in thousands)	2026 $	2025 $	2026 $	2025 $
Equity-settled stock-based payments (including stock options and RSUs)	2,121	1,505	6,053	4,749
Cash-settled stock-based payments (including SPP rights and CIUs)	(718)	98	1,248	-
Total stock-based compensation expense	1,403	1,603	7,301	4,749
Classification of stock-based compensation expense				
Cost of products sold	1	11	4	24
Research and development expense	13	879	3,001	2,422
Selling, general and administrative expense	1,389	713	4,296	2,303
Total stock-based compensation expense	1,403	1,603	7,301	4,749

As of September 30, 2026, there was $10.4 million of total unrecognized compensation cost related to non-vested stock-based compensation arrangements granted. That cost is expected to be recognized over a weighted-average period of 1.5 years.

(b) Stock-based awards activity

Stock options

The following table summarizes stock option activity for employees and directors during the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
Number of stock options	**2026**	**2025**	**2026**	**2025**
Outstanding at beginning of period	3,079,960	2,725,260	2,668,895	3,088,874
Granted	359,803	21,500	862,953	21,500
Forfeited / Expired	(72,171)	(69,166)	(102,255)	(142,166)
Exercised	(113,000)(1)	-	(175,001)(1)	(290,614)(2)
Outstanding at end of period	3,254,592	2,677,594	3,254,592	2,677,594

(1) In August 2026, 60,000 stock options held by a director and named executive officer were exercised, resulting in the issuance of 14,928 shares of Common Stock.

(2) In March 2025, 289,500 stock options held by directors were exercised, resulting in the issuance of 32,959 shares of Common Stock.

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9. STOCK-BASED COMPENSATION (continued)

RSUs

The following table summarizes RSU activity for employees and directors during the three and nine months ended September 30, 2026 and 2025:

	Three months ended September 30,		Nine months ended September 30,	
Number of RSUs	**2026**	**2025**	**2026**	**2025**
Outstanding at beginning of period	2,100,741	1,237,749	1,888,503	749,999
Granted	106,765	19,500	554,666	546,550
Forfeited	(48,827)	(44,350)	(102,479)	(83,650)
Settled	(3,998)	-	(186,009)[1]	-
Outstanding at end of period	2,154,681	1,212,899	2,154,681	1,212,899

(1) In June 2026, 35,160 RSUs held by directors vested and were settled, resulting in the issuance of 35,160 shares of Common Stock.

SPP rights

No SPP rights were granted during the three or nine months ended September 30, 2026 or 2025. The carrying amount of the SPP liabilities was $1.3 million and $0.3 million as of September 30, 2026 and December 31, 2025, respectively.

On September 13, 2026, 283,336 service-based SPP rights were forfeited and cancelled as the share price on the vesting date was less than the base price.

CIUs

During the nine months ended September 30, 2026, the Company granted 55,804 CIUs, all of which were granted during the second quarter of 2026. The carrying amount of the CIU liabilities was $0.2 million as of September 30, 2026. No CIUs were granted during the three or nine months ended September 30, 2025.

(c) Fair Value Disclosures

Stock options

The following table provides the weighted average fair value of options granted to employees during the periods indicated and the related weighted average inputs (based on number of options granted) used in the Black-Scholes model.

	Three months ended September 30, 2026	Nine months ended September 30, 2026	Three and nine months ended September 30, 2025
Quantity granted during the period	359,803	862,953	21,500
Weighted average fair value per option at grant date	$ 5.54	$ 5.67	$ 2.48
Assumptions used:			
Share price at grant date range	$ 8.35	$8.35 - $8.77	$ 3.80
Exercise price range	$ 8.35	$8.35 - $8.77	$ 3.80
Expected volatility range	70%	70%	67.5% - 72.5%
Expected life range	5.5 – 6.5 years	5.5 – 6.5 years	5.5 - 6.5 years
Expected dividends	Nil	Nil	Nil
Risk-free interest rate range	4.80% – 4.85%	4.19% – 4.85%	3.88% - 3.99%

RSUs

The weighted-average grant date fair value of RSUs granted during the three and nine months ended September 30, 2026 was $8.35 and $7.69 per RSU, respectively. The weighted-average grant date fair value of RSUs granted during the three and nine months ended September 30, 2025 was $3.80 and $3.46 per RSU, respectively. The fair value of the RSUs was determined based on the market value of the Company's Common Stock on the grant date, which represents the fair value of the underlying shares.

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9. STOCK-BASED COMPENSATION (continued)

SPP rights

The inputs used in the measurement of the fair values at reporting date of the SPP rights were as follows:

Service- and performance-based SPP	September 30, 2026	December 31, 2025
Weighted average fair value per SPP	$ 1.84	$ 0.49
Share price at measurement date	$ 7.77	$ 4.99
Base price	$ 15.28	$ 15.28
Expected volatility (weighted average)	75.0%	72.3%
Expected life (weighted average)	2.0 years	1.7 years
Risk-free interest rate (based on government bonds)	4.88%	3.47%

10. INVESTMENT IN V2VMEDTECH

In April 2026, the Company elected to discontinue further development contributions to v2vmedtech, inc. ("v2vmedtech") under its Contribution and Stock Purchase Agreement. As a result of this election, the related development agreement was terminated and the Company ceased providing funding and development activities to v2vmedtech.

Following termination of the development agreement, the Company reassessed its consolidation conclusions relating to v2vmedtech under ASC 810, considering the termination of its funding obligations, the cessation of executive management involvement and changes in v2vmedtech's operational activities. Based on this reassessment, the Company concluded that v2vmedtech no longer meets the definition of a variable interest entity and subsequently assessed its controlling financial interest under the voting interest entity model of ASC 810.

As of September 30, 2026, the Company owned approximately 30% of the outstanding voting interests of v2vmedtech and retained the right to appoint two of the three members of the v2vmedtech board of directors. As a result of these governance rights, the Company continued to have a controlling financial interest in v2vmedtech and therefore continued to consolidate v2vmedtech in its condensed consolidated financial statements. The Company will reassess its consolidation conclusion whenever facts and circumstances indicate that a change in control may have occurred.

11. COMMITMENTS AND CONTINGENCIES

As of September 30, 2026, the Group had commitments to purchase $0.4 million of plant and equipment, compared to $0.1 million at December 31, 2025.

The Company is involved in various ongoing proceedings arising in the normal course of business, including proceedings related to product, labor, intellectual property and other matters. Management does not believe that the ultimate resolution of these matters will have a material adverse effect on the Company's financial position, results of operations or cash flows.

The Company is required to maintain a $3.5 million irrevocable standby letter of credit securing its obligations under the lease of its Brooklyn Park, Minnesota facility. The amount of the letter of credit may be reduced upon satisfaction of certain contractual milestones. The letter of credit is collateralized by $3.5 million of restricted cash, which is classified as a non-current asset in the condensed consolidated balance sheet and is set to expire on April 21, 2027, subject to automatic annual renewal unless notice of non-extension is provided by the issuing bank.

12. SEGMENT REPORTING

(a) Description of segments

Segment information is presented using a management approach, meaning that segment information is provided on the same basis as information is used for internal reporting purposes by the chief operating decision maker (the "CODM") which is the Company's Vice Chairman and Chief Executive Officer, who makes key strategic decisions. The CODM is responsible for the allocation of resources and assessing the performance of the Group. Management has determined that the activities of the business as reviewed by the CODM are one segment, being the development and commercialization of the DurAVR® THV System which includes the ADAPT® anti-calcification tissue.

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12. SEGMENT REPORTING (continued)

(b) Segment information

The revenue and cost information relating to all of the ADAPT® products including both the DurAVR® THV System and regenerative tissue products are regularly reviewed by the CODM on an aggregate basis.

The CODM assesses performance and allocates resources based on the Company's Condensed Consolidated Statements of Operations and key components and processes of the Company's operations are managed centrally. Segment asset information is not used by the CODM to allocate resources. As a single reportable segment entity, the Company's segment performance measure is net income or loss.

	Three months ended		Nine months ended	
	September 30,		September 30,	
(in thousands)	2026 $	2025 $	2026 $	2025 $
Net sales from external customers	519	429	2,022	1,603
Depreciation & amortization	(496)	(417)	(1,394)	(1,238)
Interest income	2,150	147	6,192	629
Interest expense	(17)	(15)	(175)	(63)
Other segment items	(28,982)	(22,353)	(85,146)	(66,133)
Segment net loss	(26,826)	(22,209)	(78,501)	(65,202)

No detailed asset information by reportable segment has been reported given that the single segment's information is already presented in the Condensed Consolidated Balance Sheets. Refer to the Condensed Consolidated Statements of Cash Flows for significant non-cash items and total expenditure for additions of long-lived assets.

(c) Geographic information

Segment revenues (net sales) have been based on the geographic location of the customers taking possession of the products.

	Three months ended		Nine months ended	
	September 30,		September 30,	
(in thousands)	2026 $	2025 $	2026 $	2025 $
United States	499	420	1,978	1,306
Australia	20	9	44	25
Germany	-	-	-	272
	519	429	2,022	1,603

(d) Major customers

The following table summarizes revenues from major customers that individually accounted for 10% or more of the Company's total revenues.

	Three months ended		Nine months ended	
	September 30,		September 30,	
(in thousands)	2026 $	2025 $	2026 $	2025 $
Customer A	499	420	1,978	1,306
Customer B	-	-	-	272

The total amounts outstanding from these customers were $0.2 million and $28 thousand as of September 30, 2026 and December 31, 2025, respectively.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q (this "Form 10-Q") and our annual report on Form 10-K for the year ended December 31, 2025, filed with the U.S. Securities and Exchange Commission (the "SEC") on February 26, 2026 (the "Annual Report"). Except for historical information, the matters discussed in this MD&A contain various forward-looking statements that involve risks and uncertainties and are based upon judgments concerning various factors beyond our control. Our actual results could differ materially from those anticipated in these forward-looking statements. Please also see the section of this Form 10-Q titled "Cautionary Note Regarding Forward-Looking Statements."

Overview

Anteris is a healthcare company dedicated to revolutionizing cardiac care by pioneering science-driven and measurable advancements to restore heart valve patients to healthy function. Our lead product, the DurAVR® Transcatheter Heart Valve ("THV") System, was designed in collaboration with the world's leading interventional cardiologists and cardiac surgeons to treat aortic stenosis — a potentially life-threatening condition resulting from a narrowing of the aortic valve. The balloon-expandable DurAVR® THV is a new class of biomimetic valve, which is shaped to mimic the performance of a healthy human aortic valve and aims to replicate normal aortic blood flow. Our DurAVR® THV System consists of a single-piece, biomimetic valve made with our proprietary ADAPT® tissue-enhancing technology and deployed with our ComASUR® balloon-expandable delivery system (the "ComASUR® Delivery System"). ADAPT® is our proprietary anti-calcification tissue shaping technology that is designed to reengineer xenograft tissue into a pure, single-piece collagen bioscaffold. Our patented ADAPT® tissue has been clinically demonstrated to be calcium free for up to 10 years post-procedure, according to *Performance of the ADAPT-Treated CardioCel® Scaffold in Pediatric Patients With Congenital Cardiac Anomalies: Medium to Long-Term Outcomes*, published by William Neethling et al., and has been distributed for use in over 55,000 patients globally in other indications. Our ComASUR® Delivery System, which was developed in consultation with physicians, is designed to provide precise alignment with the heart's native commissures to achieve accurate placement of the DurAVR® THV.

We intend to establish the safety and effectiveness of the DurAVR® THV in patients with severe aortic stenosis in our global pivotal study (the "PARADIGM Trial").

The PARADIGM Trial is a prospective, randomized, controlled multicenter, international study wherein subjects will be randomized to receive either a transcatheter aortic valve replacement ("TAVR") using the DurAVR® THV or TAVR using a commercially available and approved THV in an "All Comers Randomized Cohort." The primary endpoint of the PARADIGM Trial is a composite of all-cause mortality, all stroke and cardiovascular hospitalization at one year post-procedure. The endpoint will be evaluated as a non-inferiority analysis. Subjects with a failed surgical bioprosthesis in need of a valve-in-valve TAVR will be enrolled in a separate parallel registry.

Recruitment to the PARADIGM Trial commenced in Europe in October 2025. In November 2025, we received U.S. Food and Drug Administration ("FDA") Investigational Device Exemption ("IDE") approval, enabling expansion of the trial into the United States. In April 2026, we secured U.S. Medicare reimbursement eligibility for the global pivotal PARADIGM Trial under the Centers for Medicare & Medicaid Services ("CMS") Transcatheter Aortic Valve Replacement (TAVR) National Coverage Determination 20.32. Following receipt of CMS reimbursement eligibility, recruitment in the United States commenced, with the first patients enrolled and treated in May 2026.

During the third quarter of 2026, we continued execution of the PARADIGM Trial across active sites in the United States, Canada, Denmark, the Netherlands and France, with further site activation and enrollment following completion of key start-up activities, including site qualification, investigator training and operational readiness.

Subsequent to September 30, 2026, the trial received regulatory clearance from the German Federal Institute for Drugs and Medical Devices, supporting expansion into Germany. In Australia, the trial received Human Research Ethics Committee approval and authorization from the Therapeutic Goods Administration under the Clinical Trial Notification pathway, further extending the trial's geographic reach.

Recruitment remains ongoing, with planned expansion into additional clinical sites to further support patient enrollment. The PARADIGM Trial is supported by early clinical experience from over 130 patients treated with the DurAVR® THV.

We anticipate that the design of the PARADIGM Trial will provide primary clinical evidence on which the FDA could base a decision for Premarket Approval (the "PMA"), which is required for commercialization of the DurAVR® THV System in the United States. We anticipate CE Mark approval will progress in parallel to the PMA.

On September 1, 2026, we assumed occupancy as the primary tenant of our Northcross facility in Brooklyn Park, Minnesota, providing us with the ability to expand our manufacturing capacity in preparation for commercialization.

Financial Overview

As a development-stage company, we have incurred losses since our inception. We anticipate that we will continue to incur losses for the foreseeable future and there can be no assurance that we will ever achieve or maintain profitability.

We expect expenses for our research, clinical validation, development, design, manufacturing and marketing will increase and, as a result, we will need additional capital to fund our operations. Any future funding could involve a combination of equity offerings, debt financings, other third-party funding, marketing and distribution arrangements, strategic alliances and licensing arrangements. We may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all.

In January 2026, we completed an underwritten public offering, pursuant to which we issued and sold 40,000,000 shares of our Common Stock, including the full exercise of the underwriters' option to purchase additional shares, at a public offering price of $5.75 per share (the "2026 Public Offering") and entered into a stock purchase agreement with Covidien Group S.à r.l. ("Medtronic"), a wholly owned subsidiary of Medtronic plc, pursuant to which we issued and sold to Medtronic 15,652,173 shares of Common Stock at a purchase price of $5.75 per share (the "Medtronic Private Placement"), which collectively generated gross proceeds of approximately $320.0 million, before deducting underwriting discounts and commissions, placement agent fees, and offering expenses.

In May 2026, we established an at-the-market ("ATM") equity offering program pursuant to a sales agreement with TD Securities (USA) LLC ("TD Cowen"), under which we may offer and sell shares of our Common Stock having an aggregate offering price of up to $250.0 million from time to time. We intend to use any net proceeds from the ATM program, together with our existing cash and cash equivalents, primarily to support the ongoing development of the DurAVR® THV System, with the remainder for working capital and other general corporate purposes. As of September 30, 2026, no shares of Common Stock had been sold under the ATM program.

Any failure to raise capital or enter into such other arrangements as and when needed could have a negative impact on our financial condition and our ability to market our products.

Principles of Consolidation and Operating Segments

The condensed consolidated financial statements include the accounts for our company, our wholly owned subsidiaries, and entities for which we have a controlling financial interest. Intercompany transactions, balances and unrealized gains and losses on transactions between such entities are eliminated.

Our management has determined that the activities of the business as reviewed by our Vice Chairman and Chief Executive Officer, who also serves as our chief operating decision maker, are one segment, being the development and commercialization of the DurAVR® THV System which includes the ADAPT® anti-calcification tissue.

Components of Results of Operations

Revenue and Other Income

We currently derive revenue from the sale of regenerative tissue products. Such sales have historically been made principally to 4C Medical Technologies, Inc. ("4C") and, in prior periods, to LeMaitre Vascular, Inc. ("LeMaitre"), a distributor of medical products. In 2019, we sold the distribution rights for CardioCel™ and VascuCel™ to LeMaitre in order to focus on development of our proprietary ADAPT® tissue for the DurAVR® THV System and, in connection therewith, we entered into a Transition Services Agreement pursuant to which we manufactured and sold CardioCel™ and VascuCel™ products to LeMaitre. The Transition Services Agreement with LeMaitre expired in January 2025, and we do not expect to receive any future revenue from LeMaitre.

The Supply and License Agreement with 4C (the "4C Agreement"), had an initial seven-year term that ended on June 1, 2025, and under its terms would automatically renew for successive one-year periods unless either party provided written notice of non-renewal at least 180 days prior to the applicable renewal date. On November 26, 2025, we notified 4C that we would not renew the 4C Agreement for the next renewal term. The 4C Agreement expired on June 1, 2026. We expect to continue supplying products under purchase orders issued prior to the expiration of the 4C Agreement, generally on the same commercial terms and conditions that applied under the 4C Agreement. The expiration of the 4C Agreement is not expected to have a material impact on our financial results.

Expenses

Our most significant expenses are research and development ("R&D") and selling, general and administrative expenses.

Cost of products sold in 2026 reflects the manufacturing cost from the sale of regenerative tissue products to 4C. In 2025, cost of products sold also included manufacturing costs related to sales to LeMaitre. These expenditures include raw materials and consumables, plus other costs attributable to the manufacturing of these products.

R&D Expense

R&D has been a significant focus with investments in the DurAVR® THV System, including the DurAVR® THV, the ComASUR® Delivery System, a disposable crimper, and an expandable access sheath. These components are collectively managed as part of the overall DurAVR® THV System rather than as separate projects. Since late 2021, when our DurAVR® THV was first used in human trials in Tbilisi, Georgia, R&D efforts have focused on incorporating clinical insights to refine and advance the technology, supporting the pathway toward commercialization. These costs have included, among others, preclinical and clinical studies, design iterations, lab services, clinical data monitoring, project and site management, travel, data management and safety monitoring of the study.

During the nine months ended September 30, 2026, we continued to expand global manufacturing capacity to scale production for the PARADIGM Trial and prepare for commercialization. On September 1, 2026, we assumed occupancy as the primary tenant of our Northcross facility in Brooklyn Park, Minnesota, providing additional capacity to scale production of the DurAVR® THV, the ComASUR® Delivery System and related components. This additional capacity is intended to support a reliable, scaled inventory supply for future commercialization. In addition, we plan to source the ADAPT® tissue for the DurAVR® THV from both the United States and Australia to mitigate supply chain risks. These investments support operational readiness and long-term growth capacity for clinical and future commercial success.

Results of Operations

The following tables set forth our results of operations (in thousands, except percentages).

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2026	2025	% Change	2026	2025	% Change
Net sales	$ 519	$ 429	21%	$ 2,022	$ 1,603	26%
Costs and expenses:						
Cost of products sold	(126)	(123)	2%	(473)	(478)	(1)%
Research and development expense	(21,333)	(16,810)	27%	(62,159)	(49,606)	25%
Selling, general and administrative expense	(8,901)	(5,761)	55%	(24,235)	(16,448)	47%
Operating loss	(29,841)	(22,265)	34%	(84,845)	(64,929)	31%
Other non-operating income, net	2,600	147	1,669%	6,742	386	1,647%
Interest and amortization of debt discount and expense	(17)	(15)	13%	(175)	(63)	178%
Net foreign exchange (losses)/gains	160	(83)	N/A	(38)	(611)	(94)%
Fair value movement of derivatives	-	7	(100)%	35	15	133%
Loss before income taxes from continuing operations	(27,098)	(22,209)	22%	(78,281)	(65,202)	20%
Income tax benefit/(expense)	272	-	100%	(220)	-	(100)%
Net loss	(26,826)	(22,209)	21%	(78,501)	(65,202)	20%
Total (loss)/gain is attributable to:						
Non-controlling interests	-	35	(100)%	443	(260)	N/A
Stockholders of the Company	$ (26,826)	$ (22,244)	21%	$ (78,944)	$ (64,942)	22%

Net Sales

Net sales for the three months ended September 30, 2026 were $519 thousand, compared to $429 thousand for the same period in the prior year, representing an increase of $90 thousand (21%). The increase primarily reflects increased sales of tissue products to 4C.

Net sales for the nine months ended September 30, 2026 were $2.0 million, compared to $1.6 million for the same period in the prior year, representing an increase of $0.4 million (26%). The increase primarily reflects increased sales of tissue products to 4C and was partially offset by the cessation of sales of CardioCel™ and VascuCel™ products under the Transition Services Agreement with LeMaitre, which expired in January 2025.

Cost of Products Sold

Cost of products sold for the three months ended September 30, 2026 was $126 thousand, compared to $123 thousand for the same period in the prior year, representing an increase of $3 thousand (2%). Cost of products sold increased in line with the increase in sales volumes of tissue products to 4C. Gross margin remained generally consistent with the prior-year period.

Cost of products sold for the nine months ended September 30, 2026 was $473 thousand, compared to $478 thousand for the same period in the prior year, representing a decrease of $5 thousand (1%). Cost of products sold remained generally consistent with the prior-year period, despite a 26% increase in net sales, primarily due to a shift in sales mix toward higher-margin tissue product sales to 4C, partially offset by the absence of CardioCel™ and VascuCel™ product sales under the Transition Services Agreement with LeMaitre, which expired in January 2025.

R&D Expense

R&D expenses during the three months ended September 30, 2026 were $21.3 million, compared to $16.8 million for the same period in the prior year, representing an increase of $4.5 million (27%). This increase was primarily due to an increase of $4.3 million in the three months ended September 30, 2026 related to activities linked to the PARADIGM Trial, including the enrollment of additional patients and scaling of our field based clinical team, and an increase of $2.2 million related to the upscaling of manufacturing and quality capabilities, including process development, validation activities and an increase in employee levels. These were partly offset by reduced stock-based payment expenses of $0.9 million resulting from the period-to-period reduction in share price, and, lower v2vmedtech development expenses of $0.8 million reflecting reduced development activities following our decision to cease further v2vmedtech funding.

R&D expenses during the nine months ended September 30, 2026 were $62.2 million, compared to $49.6 million for the same period in the prior year, representing an increase of $12.6 million (25%). This increase was primarily due to an increase of $8.2 million in the nine months ended September 30, 2026 related to activities linked to the PARADIGM Trial, including the enrollment of additional patients and scaling of our field based clinical team, an increase of $7.8 million related to the upscaling of manufacturing and quality capabilities, including process development, validation activities and an increase in employee levels, and higher stock-based payment expenses of $0.6 million resulting from increases in the share price and headcount. These were partly offset by reduced DurAVR® product research costs of $2.7 million and lower v2vmedtech development expenses of $1.6 million, reflecting reduced development activities following our decision to cease further v2vmedtech funding.

Selling, General and Administrative Expense

Selling, general and administrative expenses during the three months ended September 30, 2026 were $8.9 million, compared to $5.8 million for the same period in the prior year, representing an increase of $3.1 million (55%). This increase was primarily due to higher employee costs associated with headcount growth, increased stock-based payment expenses, and additional consulting and IT expenditures to support the expansion of our operations.

Selling, general and administrative expenses during the nine months ended September 30, 2026 were $24.2 million, compared to $16.4 million for the same period in the prior year, representing an increase of $7.8 million (47%). This increase was primarily due to higher employee costs associated with headcount growth, increased stock-based payment expenses, and additional consulting, marketing and IT expenditures to support the expansion of our operations.

Other Non-Operating Income, Net

Other non-operating income, net during the three months ended September 30, 2026 was $2.6 million, compared to $147 thousand for the same period in the prior year, representing an increase of $2.5 million (1,669%). Other non-operating income, net during the nine months ended September 30, 2026 was $6.7 million, compared to $386 thousand for the same period in the prior year, representing an increase of $6.4 million (1,647%). The increases during both periods were primarily due to higher investment income earned on money-market fund deposits and U.S. Treasury securities following the January 2026 capital raises, as well as CMS reimbursements associated with the PARADIGM Trial.

Net Foreign Exchange (Losses)/Gains

Net foreign exchange gains during the three months ended September 30, 2026 were $160 thousand, compared to $83 thousand net foreign exchange losses for the same period in the prior year, representing a change of $243 thousand. The change primarily reflects lower foreign exchange movements recognized on foreign currency denominated intercompany and cash balances. During the three months ended September 30, 2026 and 2025, the U.S. dollar depreciated by approximately 1% relative to the Australian dollar (“AUD $”).

Net foreign exchange losses during the nine months ended September 30, 2026 were $38 thousand, compared to $611 thousand for the same period in the prior year, representing a decrease of $573 thousand (94%). The decrease primarily reflects lower foreign exchange movements recognized on foreign currency denominated intercompany and cash balances. During the nine months ended September 30, 2026, the U.S. dollar depreciated by approximately 4% relative to the AUD $, compared to depreciation of approximately 6% during the nine months ended September 30, 2025.

Income Tax (Expense)/Benefit

Income tax benefit for the three months ended September 30, 2026 was $272 thousand, compared to nil for the same period in the prior year. The benefit was due to recognition of the recoverable portion of the Swiss withholding tax incurred. No income tax expense was recognized during the three months ended September 30, 2025.

Income tax expense for the nine months ended September 30, 2026 was $220 thousand, compared to nil for the same period in the prior year. The expense was due to withholding tax payable by our Swiss subsidiary, partially offset by the recognition of a recoverable portion of that withholding tax during the third quarter. No income tax expense was recognized during the nine months ended September 30, 2025.

Liquidity and Capital Resources

Capital Requirements and Sources of Liquidity

We have experienced recurring operating losses and cash outflows from operating activities since inception. As of September 30, 2026 and December 31, 2025, we had an accumulated deficit of $449.5 million and $370.5 million, respectively.

In recent years, our operations have primarily been financed through the issuance of capital stock as well as through convertible notes, sales of regenerative tissue products and R&D tax incentives from the Australian government. We have also generated additional funding through interest earned on cash deposits. In May 2026, we established an at-the-market ("ATM") equity offering program pursuant to a sales agreement with TD Cowen, under which we may offer and sell shares of our Common Stock having an aggregate offering price of up to $250.0 million from time to time. As of September 30, 2026, no shares of Common Stock had been sold under the ATM program.

As of September 30, 2026, we had cash, cash equivalents and restricted cash of $236.3 million, including $3.6 million classified as a non-current asset. Of this amount, $3.5 million relates to cash collateral supporting a standby letter of credit associated with a property lease. As of September 30, 2026 and December 31, 2025, we had lease liabilities of $15.9 million and $2.2 million, respectively relating to existing leased properties.

We anticipate that we will require additional funds in order to achieve our long-term goals including completing the R&D of our current products. We do not expect to generate significant revenue until we obtain regulatory approval to market and sell our products and sales of our products have commenced. We therefore expect to continue to incur substantial losses in the near future. However, based on our current operating plan, we believe that our existing cash and cash equivalents will be sufficient to meet our operating requirements for at least the next 12 months.

Our future capital requirements are difficult to forecast and will depend on many factors, including:

- the scope, results and timing of clinical trials;
- the costs of preparing and completing the PARADIGM Trial of our DurAVR® THV System;
- the costs and time required to obtain PMA from the FDA for our DurAVR® THV System; and
- the costs of establishing marketing, sales and distribution capabilities.

We may seek to raise any necessary capital through a combination of public or private equity offerings or debt financings. If we raise additional capital through debt financing, we may be subject to covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we decide to raise capital by issuing equity securities, the issuance of such equity securities may result in dilution to our existing stockholders. We cannot give any assurance that we will be successful in completing any financings or that any such equity or debt financing will be available to us if and when required or on satisfactory terms.

Cash Flows

The following table summarizes our primary sources and uses of cash for the periods presented (in thousands, except percentages):

	Nine Months Ended September 30,		
	2026	2025	% Change
Net cash provided by (used in):			
Operating activities	$ (72,373)	$ (59,276)	(22)%
Investing activities	(2,225)	(199)	(1,018)%
Financing activities	298,370	(1,827)	16,431%
Effect of exchange rate movements on cash, cash equivalents and restricted cash	(14)	(37)	62%
Net change in cash, cash equivalents and restricted cash	$ 223,758	$ (61,339)	465%

Operating Activities

Net cash used in operating activities during the nine months ended September 30, 2026 was $72.4 million, compared to $59.3 million in the same period in the prior year, reflecting an increase of $13.1 million (22%), primarily due to higher cash outflows for R&D, including costs relating to the upscaling of manufacturing capabilities including process design and validation activities, preparatory and ongoing activities linked to the PARADIGM Trial, and an increase in salaries and wages relating to headcount growth.

Operating cash outflows were also impacted by the settlement of elevated working capital liabilities outstanding at December 31, 2025, including supplier payments made following the completion of our January 2026 capital raising activities. Interest received increased to $5.9 million during the nine months ended September 30, 2026, compared to $0.6 million during the same period in 2025, primarily reflecting higher average cash balances following our January 2026 capital raising activities.

Investing Activities

Net cash used in investing activities during the nine months ended September 30, 2026 was $2.2 million, compared to $199 thousand in the same period in the prior year, reflecting an increase in cash used of $2.0 million. The increase primarily reflected higher purchases of plant and equipment, which increased by $0.6 million. The prior year investing cash outflow was partially offset by the receipt of $1.4 million of deferred proceeds from LeMaitre relating to the 2019 sale of distribution rights, for which there was no corresponding inflow in the current year.

Financing Activities

Net cash provided by financing activities during the nine months ended September 30, 2026 was $298.4 million, compared to net cash used in financing activities of $1.8 million in the same period of the prior year, reflecting an increase in cash provided of $300.2 million. During the nine months ended September 30, 2026, we received proceeds of $308.6 million from the issuance of shares of Common Stock net of underwriting fees, which was partially offset by $8.8 million of share issuance costs paid during the period, including costs associated with the establishment of the ATM program. During the nine months ended September 30, 2025, we received proceeds of $0.6 million from share issuances and incurred $1.2 million of transaction costs related to our 2024 initial public offering. In addition, we repaid $1.2 million of insurance-related supplier financing debt, compared to $1.1 million during the same period in 2025.

Contractual Obligations and Commitments

Leases

We lease laboratory and manufacturing facilities and offices. The leases typically include options to renew at which time the lease payments are subject to market adjustments and/or set price increases. Extension and termination options are included in a number of the leases to allow for flexibility in terms of corporate growth and managing the assets used in our operations. The leases expire between June 2028 and August 2037, and certain leases include options to extend. As of September 30, 2026, future undiscounted contractual lease payments totaled $16.9 million.

The locations of our material properties are as follows:

Location of Facility	Lease expiry date	Extension options
9435 Winnetka Avenue North, Brooklyn Park, MN 55444	August 31, 2037	Two seven-year options
11600-11628 96th Avenue North, Maple Grove, MN 55369	April 30, 2030	One two-year option
26 Harris Road, Malaga WA 6090, Australia	July 31, 2029	Two two-year options

All properties are leased. Our properties are well maintained, are in good operating condition, and are suitable for current requirements. We do not anticipate difficulty in renewing existing leases as they expire or in finding alternative facilities.

Commitments

At September 30, 2026, we had commitments to purchase $0.4 million of plant and equipment.

Off-Balance Sheet Arrangements

We currently do not have, and did not have during the periods presented, any off-balance sheet arrangements.

Critical Accounting Policies and Estimates

We have used various accounting policies to prepare the condensed consolidated financial statements in accordance with generally accepted accounting principles in the United States (“U.S. GAAP”).

The preparation of condensed consolidated financial statements in conformity with U.S. GAAP requires management to make judgments, estimates and assumptions that affect the reported amounts in the condensed consolidated financial statements and accompanying notes thereto. Management continually evaluates its judgments and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgments, estimates and assumptions on historical experience and on other various factors, including expectations regarding future events that management believes to be reasonable under the circumstances. Actual results could differ from those estimates due to risks and uncertainties and may be material.

Our significant accounting policies are discussed in Note 2, “Basis of Presentation and Summary of Significant Accounting Policies” in our Annual Report. There were no significant changes to these policies during the nine months ended September 30, 2026.

Consolidation of v2vmedtech

We consolidate entities in which we have a controlling financial interest. Determining whether a controlling financial interest exists requires significant judgment and consideration of the relevant facts and circumstances, including ownership interests, governance rights, board representation and contractual arrangements. Changes in these facts and circumstances may require reassessment of our consolidation conclusions.

During the nine months ended September 30, 2026, we reassessed our consolidation conclusions relating to v2vmedtech under ASC 810 and concluded that v2vmedtech no longer meets the definition of a variable interest entity. As of September 30, 2026, we owned approximately 30% of the outstanding voting interests of v2vmedtech and retained the right to appoint two of the three members of the v2vmedtech board of directors. As a result of these governance rights, we continued to have a controlling financial interest in v2vmedtech and therefore continued to consolidate v2vmedtech in our condensed consolidated financial statements.

New Accounting Standards Not Yet Adopted

See Note 2 to our condensed consolidated financial statements included in Item 1 of this Quarterly Report on Form 10-Q for more information.

Emerging Growth Company and Smaller Reporting Company Status

We are an "emerging growth company" (an "EGC"), as defined in the Jumpstart Our Business Startups Act of 2012 (the "JOBS Act"). The JOBS Act provides that an EGC can take advantage of an extended transition period for complying with new or revised accounting standards. This provision allows an EGC to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to avail ourselves of this extended transition period for any new or revised accounting standards during the period in which we remain an EGC. As a result, the information that we provide to our investors may be different than what you might receive from other public reporting companies. However, we may adopt certain new or revised accounting standards early.

Based on our public float as of June 30, 2026, we expect to become a large accelerated filer and cease qualifying as an EGC beginning with our Annual Report on Form 10-K for the year ending December 31, 2026. As a result, the extended transition period for complying with new or revised accounting standards and certain other accommodations available to EGCs will no longer be available beginning with that report. We will also be required to comply with the filing deadlines applicable to large accelerated filers and include an attestation report of our independent registered public accounting firm on our internal control over financial reporting beginning with our Annual Report on Form 10-K for the year ending December 31, 2026.

We are currently a "smaller reporting company" (an "SRC"), as defined in the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on our public float as of June 30, 2026, we expect to no longer qualify as an SRC. However, we expect to be permitted to continue using SRC scaled disclosure accommodations through our Annual Report on Form 10-K for the year ending December 31, 2026, with full non-SRC disclosure requirements beginning with our Quarterly Report on Form 10-Q for the quarter ending March 31, 2027.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are an SRC, as defined by Rule 12b-2 under the Exchange Act, and in Item 10(f)(1) of Regulation S-K, and are not required to provide the information under this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

As of September 30, 2026, management, with the participation and supervision of our Chief Executive Officer and our Chief Financial Officer, has evaluated our disclosure controls and procedures as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that, solely as a result of the material weaknesses in our internal control over financial reporting described below, as of September 30, 2026, our disclosure controls and procedures were not effective to provide reasonable assurance that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the three months ended September 30, 2026, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Previously Reported Material Weaknesses

In connection with the preparation of our financial statements for the years ended December 31, 2024 and 2023, our management and our independent auditors identified material weaknesses in the design and operating effectiveness of our internal control over financial reporting, which remained unremediated as of December 31, 2025. The material weaknesses identified by our management and our independent auditors relate to (i) a lack of appropriately designed, implemented and documented procedures and controls, and (ii) deficiencies in the segregation of duties.

A material weakness is a deficiency, or combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of the annual or interim financial statements will not be prevented or detected on a timely basis.

Management has initiated and continues to implement a remediation plan to address the material weaknesses described above. During the year ended December 31, 2025 and through the quarter ended September 30, 2026, we implemented changes to our internal control over financial reporting, including enhancements to our control environment, improvements to process-level controls, and formal documentation of policies, processes, risks, and controls. Segregation of duties has been enhanced across the control environment and financial reporting systems through system automation, strengthened month-end controls, and enhanced review procedures.

During 2026, management continued to implement its remediation plan, including further enhancements identified through assessments of the design and implementation of key controls. Remediation activities remain ongoing.

While we believe that these efforts will improve our internal control over financial reporting, the design and implementation of our remediation is ongoing and will require sufficient validation and testing to demonstrate the operating effectiveness of the relevant controls. The actions that we are taking are subject to ongoing senior management review, as well as oversight by the Audit and Risk Committee. We will not be able to conclude whether the steps we are taking will fully remediate the material weaknesses in our internal control over financial reporting until we have completed our remediation efforts and subsequent evaluation of their effectiveness. The material weaknesses remained unremediated as of September 30, 2026.

PART II. Other Information

Item 1. Legal Proceedings

In the ordinary course of our operations, and from time-to-time, we are party to various claims and lawsuits.

We are not party to any material legal proceedings, and no such proceedings are, to management's knowledge, threatened against us.

Item 1A. Risk Factors

We face a number of risks that could materially and adversely affect our business, results of operations, cash flow, liquidity, or financial condition. Please refer to the factors discussed in Part I, Item 1A. "Risk Factors" in the Annual Report. Other than the supplemental risk factors provided below, there have been no material changes or additions to our risk factors discussed in such report that could materially impact our business, results of operations, cash flow, liquidity, or financial condition.

Although we have received regulatory approvals to begin the PARADIGM Trial, there can be no guarantee that the study will be successful or that we will receive PMA from the FDA as a result.

Although we have received approval from the FDA to proceed with the PARADIGM Trial under the IDE, the current approval from the FDA to proceed could be revoked, the study could be unsuccessful, and PMA from the FDA may not be obtained or could be revoked. Even if we obtain PMA for our DurAVR® THV System, the FDA or other regulatory authorities may require expensive or burdensome post-market testing or controls. Any delay in, or failure to receive or maintain, clearance or approval for our DurAVR® THV System could prevent us from generating revenue or achieving profitability. Additionally, the FDA and other regulatory authorities have broad enforcement powers. Regulatory enforcement or inquiries, or other increased scrutiny on us, could dissuade some physicians from using our products and adversely affect our reputation and the perceived safety and efficacy of our products.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(a) Recent Sales of Unregistered Securities

None.

(b) Use of Proceeds

Not applicable.

(c) Issuer Purchases of Equity Securities

The following table presents information regarding purchases of shares of Common Stock during the three months ended September 30, 2026.

Period	Total number of shares purchased (1)	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Maximum number (or approximate dollar value) of shares that may yet be purchased under the plans or programs
July 1-31 2026	-	-	-	-
August 1-31 2026	45,787	$ 9.58	-	-
September 1-30 2026	35,756	$ 8.16	-	-
Total	**81,543**	**$ 8.96**	-	-

(1) Of the shares of Common Stock purchased, 715 shares were withheld to satisfy employee payroll tax-withholding obligations arising from the vesting of restricted stock units. The remaining shares were withheld to cover both the exercise price and the employee payroll tax-withholding obligations arising from net-settled stock option exercises. None of these shares were purchased pursuant to a publicly announced repurchase plan or program.

Item 3. Defaults Upon Senior Securities.

Not applicable.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information

Trading Plans - Directors and Officers

During the three months ended September 30, 2026, none of the Company's directors or officers adopted or terminated (i) any contract, instruction or written plan for the purchase or sale of Company securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act or (ii) any non-Rule 10b5-1 trading arrangement.

Item 6. Exhibits

The exhibits listed in the Exhibit Index below are filed, furnished, or incorporated by reference as part of this Quarterly Report on Form 10-Q.

Exhibit Index

Exhibit Number	Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
2.1 †	Scheme Implementation Deed, dated August 13, 2024, by and between Anteris Technologies Global Corp. and Anteris Technologies Ltd	S-1	11/22/2024	2.1	
3.1	Second Amended and Restated Certificate of Incorporation of Anteris Technologies Global Corp.	8-K	12/16/2024	3.1	
3.2	Amended and Restated Bylaws of Anteris Technologies Global Corp.	8-K	12/16/2024	3.2	
4.1	Reference is made to Exhibits 3.1 and 3.2				
4.2	Form of Common Stock Warrant	10-Q	11/12/2025	4.2	
4.3	Form of Confirmation Letter (containing the terms of the CDI Warrants)	10-Q	11/12/2025	4.3	
10.1	Employment Agreement, between Anteris Technologies Global Corp. and Brent Moen, dated September 4, 2026.	8-K	9/08/2026	10.1	
10.2	First Amendment to Supply & Quality Agreement, between Anteris Aus Operations Pty Ltd and Harvey Industries Group Pty Ltd, dated September 22, 2026.	8-K	9/23/2026	10.1	
10.3#	Deed of Extension and Variation of Lease, dated August 11, 2026, by and between Giacomel Pty Ltd, Anteris Aus Operations Pty Ltd and Anteris Technologies Pty Ltd				X
10.4	Form of Option Award Adjustment Notice (Director) (IPO – 2024)				X
10.5	Form of Option Award Adjustment Notice (Employee) (IPO – 2024)				X
10.6	Form of Share Price Performance Plan (SPP) Unit Adjustment Notice (IPO – 2024)				X
10.7	Form of Notice of Contingent Grant and Restricted Stock Unit Agreement (Non-Employee Director – Australia) (December 2024)				X
10.8	Notice of Contingent Grant and Restricted Stock Unit Agreement, dated December 16, 2024, by and between Anteris Technologies Global Corp. and John Seaberg				X
10.9	Notice of Contingent Grant and Restricted Stock Unit Agreement, dated December 16, 2024, by and between Anteris Technologies Global Corp. and Wayne Paterson				X
10.10	Notice of Contingent Grant and Restricted Stock Unit Agreement, dated December 16, 2024, by and between Anteris Technologies Global Corp. and David St Denis				X
10.11	Notice of Grant and Restricted Stock Unit Agreement, dated December 16, 2024, by and between Anteris Technologies Global Corp. and Matthew McDonnell				X
10.12	Form of Notice of Contingent Grant and Restricted Stock Unit Agreement (New Non-Employee Director – US)				X
10.13	Notice of Grant and Restricted Stock Unit Agreement, dated December 3, 2025, by and between Anteris Technologies Global Corp. and Stephen Denaro				X
10.14	Form of Notice of Grant and Restricted Stock Unit Agreement (Non-Employee Director – US)				X
10.15	Notice of Contingent Grant and Restricted Stock Unit Agreement, dated March 4, 2026, by and between Anteris Technologies Global Corp. and Wayne Paterson				X
10.16	Notice of Contingent Grant and Restricted Stock Unit Agreement, dated March 4, 2026, by and between Anteris Technologies Global Corp. and David St Denis				X
10.17	Notice of Grant and Restricted Stock Unit Agreement, dated March 4, 2026, by and between Anteris Technologies Global Corp. and Matthew McDonnell				X
10.18	Anteris Technologies Global Corp. Non-Employee Director Compensation Policy (As Amended and Restated Effective September 12, 2026)				X

Exhibit Number	Description	Incorporated by Reference			Filed Herewith
		Form	Date	Number	
10.19	Notice of Contingent Grant and Nonqualified Stock Option Agreement, dated September 13, 2026, by and between Anteris Technologies Global Corp. and Wayne Paterson				X
10.20	Notice of Contingent Grant and Nonqualified Stock Option Agreement, dated September 13, 2026, by and between Anteris Technologies Global Corp. and David St Denis				X
10.21	Form of Notice of Contingent Grant and Performance-Based Restricted Stock Unit Agreement for Wayne Paterson and David St Denis				X
10.22	Form of Notice of Grant of Nonqualified Stock Option Agreement for Brent Moen				X
10.23	Notice of Grant of Nonqualified Stock Option Agreement for Matthew McDonnell				X
31.1	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
31.2	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				X
32.1*	Certification of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				X
101.SCH	Inline XBRL Taxonomy Extension Schema Document.				X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.				X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				X
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document and contained in Exhibit 101)				X

* This certification attached as Exhibit 32.1 that accompanies this Form 10-Q, is deemed furnished and not filed with the U.S. Securities and Exchange Commission (the "SEC") and is not to be incorporated by reference into any filing of the Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Form 10-Q, irrespective of any general incorporation language contained in such filing.

† Certain information in this exhibit has been redacted pursuant to Item 601(a)(6) of Regulation S-K.

Certain identified information has been excluded from this exhibit pursuant to Rule 601(b)(10) of Regulation S-K because it is both (i) not material and (ii) is the type of information that the registrant treats as private or confidential.

SIGNATURES

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 thereunto duly authorized, in the City of Eagan, State of Minnesota, on the 10th day of November, 2026.

Anteris Technologies Global Corp.

By: /s/ Wayne Paterson
Name: Wayne Paterson
Title: Vice Chairman and Chief Executive Officer (Principal Executive Officer)

By: /s/ Brent Moen
Name: Brent Moen
Title: Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

Exhibit 10.3

GIACOMEL PTY LTD

and

ANTERIS AUS OPERATIONS PTY LTD

and

ANTERIS TECHNOLOGIES PTY LTD

Deed of Extension and Variation of Lease

Unit 1, 26 Harris Road, Malaga

COOPER | WEBB lawyers

Level 5, The Grosvenor
12 St Georges Terrace
Perth WA 6000
Tel: (08) 6244 3237
Fax: (08) 6245 3159
Ref: FVW/264162

This deed of extension and variation of lease is made on 11 August 2026 between the following parties:

1. **Giacomel Pty Ltd** (ACN 009 189 011) as trustee for the Adriano Property Unit Trust care of Prime Property Agency Pty Ltd, Level 2, 25 Walters Drive, Osborne Park in the State of Western Australia

('Lessor')

2. **Anteris Aus Operations Pty Ltd** (ACN 095 710 339) with Principal Place of Business address at "Toowong Tower" Level 3, 9 Sherwood Road, Toowong in the State of Queensland

('Lessee')

3. **Anteris Technologies Pty Ltd** (formerly known as Anteris Technologies Ltd) (ACN 088 221 078) at "Toowong Tower" Level 3, 9 Sherwood Road, Toowong in the State of Queensland

('Guarantor')

Recitals

A. The Lessor is the registered proprietor of the Land.

B. The Lessee and the Lessor have agreed to extend the tenancy created by the Lease for a further period of three (3) years.

C. The Lessee, Lessor and Guarantor agree to vary the Lease subject only to and upon the terms and conditions hereinafter contained.

The parties agree in consideration of, among other things, the mutual promises contained in this deed:

1. Definitions and interpretation

1.1 Definitions

In this deed:

Annual Rental means the amount specified in Item 5 of the Schedule.

Business Day means a day on which banks are open for business in the city where the notice or other communication is received excluding a Saturday, Sunday or public holiday.

Extended Term means the period as described in Item 4 of the Schedule.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the land described in Item 1 of the Schedule.

Lease means the lease described in Item 3 of the Schedule as amended, varied or supplemented from time to time.

Lessee includes his personal representatives and permitted assigns and where the Lessee is a corporation its successors and permitted assigns.

Lessee's Covenants means all and any of the covenants, agreements and obligations contained or implied in the Lease or imposed by law to be performed by the lessee named in the Lease.

Lessor includes his personal representatives and permitted assigns and where the Lessor is a corporation its successors and permitted assigns.

Premises means the premises described in Item 2 of the Schedule.

Schedule means the schedule to this deed.

Special Conditions means the additional provisions as set out in Item 7 of the Schedule. If there is any inconsistency between these additional provisions and any other provisions of this Lease, the additional provisions will prevail.

1.2 Interpretation

In this deed:

(a) words importing the singular include the plural and the converse;

(b) words importing a gender include all genders;

(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) an expression importing a natural person includes an individual, a firm, a body corporate, an unincorporated association and any government agency;

(e) a reference to anything (including any right) includes a part of that thing but nothing in this clause 1.2(e) implies that performance of part of an obligation constitutes performance of the obligation;

(f) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any annexure, exhibit and schedule;

(g) a reference to legislation or to a provision of legislation includes any modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;

(h) a reference to a document includes all amendments or supplements to, or replacements or novation of, that document;

(i) a reference to a party to a document includes that party's successors and permitted substitutes (including persons taking by novation) and assigns;

(j) a reference to a deed other than this deed includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;

(k) a deed, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;

(l) nothing in this deed is to be interpreted against a party on the ground that the party put it forward; and

(m) the meaning of terms is not limited by specific examples introduced by expressions "including" or "for example", or similar expressions.

1.3 Business Day

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

2. Lessee's covenants

The Lessee to the intent that the obligations may continue throughout the Extended Term covenants and agrees with the Lessor to duly and punctually:

(a) pay the Annual Rental and all other moneys payable by the Lessee under the Lease at the times and in the manner set out in the Lease without any deduction whatsoever; and

(b) perform and observe the covenants and stipulations contained or implied in the Lease on the part of the Lessee to be performed or observed or both.

3. Rental Review during Extended Term(s)

The Lessee and Lessor agree that during the Extended Term(s) the Annual Rental will be reviewed in accordance with the provisions stated in this Deed.

4. Lessor's covenants

The Lessor covenants with the Lessee during the Extended Term to perform and observe the covenants on the Lessor's part to be performed and observed as are contained in the Lease.

5. Variation of Lease

The Lease shall be varied as set out herein to the intent that from and including the commencement of the Extended Term it shall be read and construed with those variations incorporated in the Lease and shall bind the parties to the Lease accordingly.

6. Costs and expenses

It is hereby further agreed and declared by the parties:

(a) The Lessee shall pay the reasonable and properly incurred costs of and incidental to the negotiations and instructions for and the preparation completion of this deed in duplicate and any duty on this deed and the counterparts hereof;

(b) that the right of re-entry reserved by the Lease shall be exercisable by the Lessor not only in the events mentioned in the Lease as to the non-payment of the Annual Rental hereby reserved or any part or parts thereof but also in the event the Lessee shall fail to observe perform or fulfil any of the terms covenants and conditions on the Lessee's part contained or implied herein; and

(c) if after the expiration of the Extended Term or any extension or renewal thereof the Lessee with the consent of the Lessor holds over or continues in possession or occupation of the Leased Premises then the Lessee shall be a calendar monthly tenant only at the rental equal to one-twelfth of the Annual Rental and all other moneys payable by the Lessee for the twelve months immediately prior to expiration of the Extended Term and otherwise on the same covenants conditions and stipulations mutatis mutandis as are herein contained or implied and such monthly tenancy may be determined by one (1) calendar month's notice in writing given at any time by either party to the other.

7. General

7.1 GST

If any payment made by one party to any other party under or relating to this deed constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breaches, termination, and indemnities arising from this deed.

7.2 Counterparts

(a) This deed may be executed in any number of counterparts.

(b) All counterparts, taken together, constitute one instrument.

(c) A party may execute this deed by signing any counterpart.

(d) Signed copies sent by facsimile can constitute a counterpart.

7.3 To the extent not excluded by law

The rights, duties and remedies granted or imposed under the provisions of this deed operate to the extent not excluded by law.

Schedule

Item 1: **Land**

Lot 69 on Deposited Plan 56784 being the whole of the land comprised in Certificate of Title Volume 2709 Folio 870.

Item 2: **Premises**

The Premises commonly known as Unit 1, 26 Harris Road, Malaga in the State of Western Australia.

Item 3: **Lease**

The undated lease around 2009 between the Lessor and the then Lessee.

Deed of variation of lease made on 23 June 2014.

Deed of extension and variation of lease made on 19 February 2019.

Deed of assignment of lease made on 28 March 2023.

Deed of variation of lease made on 12 June 2023.

Deed of extension and variation of lease made on 13 February 2024 between the Lessor, Lessee and Guarantor.

Item 4: **Extended Term**

Three (3) years commencing 1 August 2026 and expiring on 31 July 2029.

Further Extended Term options

Two (2) years plus two (2) years.

Item 5: **Annual Rental**

[***] plus GST payable in advance by equal consecutive monthly instalments of [***] plus GST plus Outgoings.

Item 6: **Rent Reviews**

Fixed 4% increase

1 August 2027, 1 August 2028, 1 August 2030 and 1 August 2032.

Current Market Rent review no decrease provision

1 August 2029 and 1 August 2031.

Item 7: **Additional Provisions**

7.1

The parties agree to the Extended Term as more fully set out above.

7.2

The parties agree to the Further Extended Term options as more fully set out above.

7.3

The Lessee is obliged to provide an updated bank guarantee in the amount of [***] being an amount equal to three (3) months instalments of rent and operating expenses (plus GST) before the expiry of the current guarantee on 31 July 2026.

7.4

All other terms and conditions remain.

Executed as a deed:

Signed by

Giacomel Pty Ltd
(ACN 009 189 011)
in accordance with Section 127
of the Corporations Act 2001
in the presence of:

	/s/ Tristan Giacomel
Director Sign	Secretary / Director Sign
	Tristan Giacomel
Director name	Secretary / Director Name

Signed by
Anteris Aus Operations Pty Ltd
(ACN 095 710 339)
in accordance with Section 127
of the Corporations Act 2001
in the presence of:

/s/ Wayne Paterson	/s/ Stephen Denaro
Director Sign	Secretary / Director Sign
Wayne Paterson	Stephen Denaro
Director name	Secretary / Director Name

Signed by
Anteris Technologies Pty Ltd
(ACN 088 221 078)
in accordance with Section 127
of the Corporations Act 2001
in the presence of:

/s/ Wayne Paterson	/s/ Stephen Denaro
Director Sign	Secretary / Director Sign
Wayne Paterson	Stephen Denaro
Director name	Secretary / Director Name

Exhibit 10.4

OPTION ADJUSTMENT NOTICE

[FOR DIRECTORS RESIDENT IN AUSTRALIA][1] [FOR DIRECTORS RESIDENT OUTSIDE OF AUSTRALIA][2]

December 18, 2024

Introduction

You are receiving this notice (this "***Notice***") because Anteris Technologies Ltd, an Australian company ("***ATL***"), previously granted Options to you, pursuant to shareholder approval under Chapter 2E of the Corporations Act 2001 (Cth) and ASX (as defined below) Listing Rule 10.11, that remain unvested and/or unexercised as of December 16, 2024 (the "***Outstanding Options***"). The purpose of this Notice is to inform you that, in connection with the recent reorganization of ATL, which included the formation of a new, publicly traded U.S. parent company above ATL, as further described below (the "***Reorganization***"), the Board of Directors of ATL (the "***ATL Board***") took action to adjust certain terms of the Outstanding Options to take into account the impact of the Reorganization on the Outstanding Options (collectively, the "***Reorganization Adjustments***").

The Reorganization

For the purpose of reorganizing the operations of ATL, ATL formed Anteris Technologies Global Corp. ("***ATGC***") and incorporated the new entity in the state of Delaware in the United States to become the ultimate parent company of ATL. To that end, pursuant to a scheme of arrangement under Australian law between ATL and its shareholders, ATGC received all of the issued and outstanding ordinary shares of ATL (the "***ATL Shares***") and issued to ATL's shareholders either one share of ATGC common stock, par value US$0.0001 per share ("***ATGC Common Stock***"), for every one ordinary share of ATL (the "***Conversion Ratio***"), or one CHESS Depositary Interest ("***CDI***") over ATGC Common Stock for every one ordinary share of ATL. Subsequently, on **December 16, 2024 (EST)** (the "***IPO Date***"), ATGC issued ATGC Common Stock in an initial public offering on The Nasdaq Capital Market (the "***IPO***"). In connection with the Reorganization, ATL de-listed its securities from the Australian Securities Exchange (the "***ASX***") and, on implementation of the Reorganization, became a wholly-owned subsidiary of ATGC. For more information about the Reorganization, please refer to the Registration Statement on Form S-1 originally filed by ATGC with the U.S. Securities and Exchange Commission on November 22, 2024, as amended (the "***Registration Statement***"). The Registration Statement is available online through a search for "Anteris Technologies Global Corp." at www.sec.gov/search-filings. Please note that, pursuant to a scheme of arrangement under Australian law between ATL and its optionholders (the "***Option Scheme of Arrangement***"), the Reorganization Adjustments were implemented by way of a cancellation of the Outstanding Options and a grant of replacement options. This distinction does not ultimately impact the terms of your Outstanding Options.

The Reorganization Adjustments

In connection with the Reorganization and to ensure you retain the value of the Outstanding Options immediately prior to the Reorganization and immediately following the Reorganization, the ATL Board adjusted the following terms of your Outstanding Options pursuant to their terms and the Option Scheme of Arrangement on the date of implementation of the Reorganization:

- [Your Outstanding Options were converted into nonqualified stock options to purchase CDIs (the "***ATGC Options***").][3]
- [Your Outstanding Options were converted into nonqualified stock options to purchase ATGC Common Stock (the "***ATGC Options***").][4]

[1] Note to Draft: Include for individuals resident in Australia.

[2] Note to Draft: Include for individuals resident outside of Australia.

[3] Note to Draft: Include for individuals resident in Australia.

[4] Note to Draft: Include for individuals resident outside of Australia.

- [The number of Outstanding Options subject to your award(s) has not changed. The exercise price of each Outstanding Option has been adjusted to reflect the conversion from an Australian dollar exercise price to a U.S. dollar exercise price, based on the exchange rate in effect on the Schemes' implementation date.][5]

- All references to "***Shares***" and "***Shareholders***" as such terms relate to the Outstanding Options were amended to reference ATGC Common Stock and shareholders of ATGC, respectively.

- All references to the "***Company***" and "***Board***" as such terms relate to the Outstanding Options, including in the definition of "***Change of Control***", were amended to reference ATGC and the Board of Directors of ATGC, respectively.

- [If you are an "***Executive Officer***" as defined under the ATGC Compensation Clawback Policy[6], your ATGC Options may be subject to clawback under such policy, depending on the terms of such awards.][7]

- The ATGC Options will be subject to U.S. securities laws in addition to any applicable Australian securities laws, and the ATGC Options will be governed by U.S. law.

- [The exercise price of certain ATGC Options may need to be adjusted for U.S. tax purposes after the date of this Notice. If your ATGC Options are among those requiring adjustment, you will be notified separately of that need.][8]

- Certain optionholders may be restricted from selling any shares of ATGC Common Stock, including those received upon exercise of any vested ATGC Options after the IPO Date for a period of six months. You will be notified separately if you are subject to the lock-up requirement.

[The number of Outstanding Options subject to your Award(s) has not changed. The Exercise Price of each of the Outstanding Options has not changed, including that the Exercise Price of the Outstanding Options remains denominated in Australian dollars.][9]

Unless otherwise set forth above, your Outstanding Options will continue to be subject to the terms and conditions (including the applicable vesting schedule) approved by ATL's shareholders. This Notice shall be taken together with, and shall serve as an amendment to, the terms governing your Outstanding Options.

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[5] Note to Draft: Include for individuals resident outside of Australia.

[6] "Executive Officer" generally means ATGC's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of ATGC in charge of a principal business unit, division, or function (such as sales, administration, or finance), any otherofficer who performs a policy-making function, or any other person who performs similar policymaking functions for ATGC. Executive officers of ATGC's subsidiaries are deemed executive officers of ATGC if they perform such policy making functions for ATGC. Please contact Human Resources if you have any questions about whether the policy applies to you.

[7] Note to Draft: Include for individuals resident outside of Australia.

[8] Note to Draft: Include for individuals resident outside of Australia.

[9] Note to Draft: Include for individuals resident in Australia.

Exhibit 10.5

EMPLOYEE INCENTIVE PLAN

EMPLOYEE LONG TERM INCENTIVE PLAN

OPTION ADJUSTMENT NOTICE

[FOR OPTIONHOLDERS RESIDENT IN AUSTRALIA][1] [FOR OPTIONHOLDERS RESIDENT OUTSIDE OF AUSTRALIA][2]

December 18, 2024

Overview

[This document outlines that, following the implementation of the Share and Option Schemes of Arrangement, any options over shares of Anteris Technologies Ltd held by you have been converted to options over ATGC CDIs. The number of options you hold remains unchanged, as do their vesting conditions, exercise price(s) and expiry date(s).][3]

[This document outlines that, following the implementation of the Share and Option Schemes of Arrangement, any options over shares of Anteris Technologies Ltd held by you have been converted to options over shares of Anteris Technologies Global Corp. The number of options you hold remains unchanged, as do their vesting conditions and expiry dates. However, the exercise price of those options has been adjusted to reflect the conversion from an Australian dollar amount to a U.S. dollar amount, based on the prevailing exchange rate on the implementation date of the Schemes.][4]

Introduction

You are receiving this notice (this "***Notice***") because Anteris Technologies Ltd (f/k/a/ Admedus Ltd), an Australian company ("***ATL***"), previously granted Options to you under the Admedus Ltd Employee Incentive Plan and/or the Admedus Ltd Employee Long Term Incentive Plan (each, a "***Plan***" and collectively, the "***Plans***") and a related Invitation Letter(s) (the "***Invitation Letter(s)***") that remain unvested and/or unexercised as of December 16, 2024 (the "***Outstanding Options***"). The purpose of this Notice is to inform you that, in connection with the recent reorganization of ATL, which included the formation of a new, publicly traded U.S. parent company above ATL, as further described below (the "***Reorganization***"), the Board of Directors of ATL (the "***ATL Board***") took action pursuant to its authority under each Plan to adjust certain terms of the Outstanding Options to take into account the impact of the Reorganization on the Award (collectively, the "***Reorganization Adjustments***"). Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the applicable Invitation Letter and, if not defined therein, in the applicable Plan.

The Reorganization

For the purpose of reorganizing the operations of ATL, ATL formed Anteris Technologies Global Corp. ("***ATGC***") and incorporated the new entity in the state of Delaware in the United States to become the ultimate parent company of ATL. To that end, pursuant to a scheme of arrangement under Australian law between ATL and its shareholders, ATGC received all of the issued and outstanding ordinary shares of ATL (the "***ATL Shares***") and issued to ATL's shareholders either one share of ATGC common stock, par value US$0.0001 per share ("***ATGC Common Stock***"), for every one ordinary share of ATL (the "***Conversion Ratio***"), or one CHESS Depositary Interest ("***CDI***") over ATGC Common Stock for every one ordinary share of ATL. Subsequently, on **December 16, 2024 (EST)** (the "***IPO Date***"), ATGC issued ATGC Common Stock in an initial public offering on The Nasdaq Capital Market (the "***IPO***"). In connection with the Reorganization, ATL de-listed its securities from the Australian Securities Exchange (the "***ASX***") and, on implementation of the Reorganization, became a wholly-owned subsidiary of ATGC. In addition, in connection with the Reorganization, ATGC assumed the Plans for purposes of assuming the Outstanding Options, subject to the Reorganization Adjustments. For more information about the Reorganization, please refer to the Registration Statement on Form S-1 originally filed by ATGC with the U.S. Securities and Exchange Commission on November 22, 2024, as amended (the "***Registration Statement***"). The Registration Statement is available online through a search for "Anteris Technologies Global Corp." at www.sec.gov/search-filings. Please note that, pursuant to a scheme of arrangement under Australian law between ATL and its optionholders (the "***Option Scheme of Arrangement***"), the Reorganization Adjustments were implemented by way of a cancellation of the Outstanding Options and a grant of replacement options. This distinction does not ultimately impact the terms of your Outstanding Options.

[1] Note to Draft: Include for individuals resident in Australia.

[2] Note to Draft: Include for individuals resident outside of Australia.

[3] Note to Draft: Include for individuals resident in Australia.

[4] Note to Draft: Include for individuals resident outside of Australia.

The Reorganization Adjustments

Section 8.1.1 of each Plan provides that the ATL Board may make equitable adjustments to the number of Options awarded to a Participant or to the Exercise Price of the Options if there is a Variation of Capital Event, which includes a reorganization. Furthermore, Section 8.1.2 of each Plan provides that if new Options are granted in connection with any such adjustment in number or Exercise Price, the Options will be subject to the same terms and conditions as the original Options.

In connection with the Reorganization and to ensure you retain the value of the Outstanding Options immediately prior to the Reorganization and immediately following the Reorganization, the ATL Board adjusted the following terms of your Outstanding Options pursuant to their terms and the Option Scheme of Arrangement on the date of implementation of the Reorganization and made the following changes to each Plan, as assumed by ATGC:

- [Your Outstanding Options were converted into nonqualified stock options to purchase CDIs (the "***ATGC Options***").][5]
- [Your Outstanding Options were converted into nonqualified stock options to purchase ATGC Common Stock (the "***ATGC Options***").][6]
- [The number of Outstanding Options subject to your Award has not changed. The Exercise Price of each Outstanding Option has been adjusted to reflect the conversion from an Australian dollar exercise price to a U.S. dollar exercise price, based on the exchange rate in effect on the Schemes' implementation date.][7]
- Prongs (a) and (b) of the definition of "***Event***" used in each Plan will not apply to the ATGC Options because ATGC is a U.S.-based company.[8]
- All references to "***Shares***" and "***Shareholders***" in each Plan and in your Invitation Letter(s) were amended to reference ATGC Common Stock and shareholders of ATGC, respectively.
- All references to the "***Company***" and "***Board***" in each Plan and in your Invitation Letter(s) were amended to reference ATGC and the Board of Directors of ATGC, respectively; provided, however, that if you are employed by or provide services to ATL, then any reference to the "Company" with respect to your employment or services shall mean ATL.

[5] Note to Draft: Include for individuals resident in Australia.

[6] Note to Draft: Include for individuals resident outside of Australia.

[7] Note to Draft: Include for individuals resident outside of Australia.

[8] Prongs (a) and (b) are defined in each Plan as: (a) a Takeover Bid is made for the Company and the Board resolves to recommend the bid to Shareholders of the Company; and (b) a court convenes a meeting of Shareholders to be held to vote on a proposed scheme of arrangement pursuant to which control of the majority of the Shares in the Company may change.

- If you are an "***Executive Officer***" as defined under the ATGC Compensation Clawback Policy[9], your ATGC Options may be subject to clawback under such policy, depending on the terms of such awards.

- [The Plans and ATGC Options will be subject to U.S. securities laws in addition to any applicable Australian securities laws, and the ATGC Options will be governed by U.S. law.][10]

- [The Plans and ATGC Options will be subject to U.S. securities laws, any applicable Australian securities laws, as well as the securities laws of your country (if you reside in a country other than the U.S. or Australia), and the ATGC Options will be governed by U.S. law.][11]

- All references to the "***Securities Trading Policy***" in each Plan were amended to reference ATGC's "***Insider Trading Policy***".

- [The Exercise Price of certain ATGC Options may need to be adjusted for U.S. tax purposes after the date of this Notice. If your ATGC Options are among those requiring adjustment, you will be notified separately of that need.][12]

- Certain optionholders may be restricted from selling any shares of ATGC Common Stock, including those received upon exercise of any vested ATGC Options after the IPO Date for a period of six months. You will be notified separately if you are subject to the lock-up requirement.

[The number of Outstanding Options subject to your Award(s) has not changed. The Exercise Price of each of the Outstanding Options has not changed, including that the Exercise Price of the Outstanding Options remains denominated in Australian dollars.][13]

Unless otherwise set forth above, your Outstanding Options will continue to be subject to the terms and conditions (including the applicable vesting schedule) set forth in your Invitation Letter(s). This Notice shall be taken together with, and shall serve as an amendment to, the applicable Plan and applicable Invitation Letter governing your Outstanding Options.

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[9] "Executive Officer" generally means ATGC's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of ATGC in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policymaking functions for ATGC. Executive officers of ATGC's subsidiaries are deemed executive officers of ATGC if they perform such policy making functions for ATGC. Please contact Human Resources if you have any questions about whether the policy applies to you.

[10] Note to Draft: Include for individuals resident in Australia.

[11] Note to Draft: Include for individuals resident outside of Australia.

[12] Note to Draft: Include for individuals resident outside of Australia.

[13] Note to Draft: Include for individuals resident in Australia.

Exhibit 10.6

ANTERIS TECHNOLOGIES GLOBAL CORP.

SHARE PRICE PERFORMANCE PLAN

SPP UNIT ADJUSTMENT NOTICE

December 18, 2024

Introduction

You are receiving this notice (this "***Notice***") because Anteris Technologies Ltd, an Australian company ("***ATL***"), previously granted SPP Units to you under the Anteris Technologies Ltd Share Price Performance Plan (the "***Plan***") and a related Award Notice (the "***Award Notice***") that remain outstanding as of the date of this Notice (the "***Outstanding SPP Units***"). The purpose of this Notice is to inform you that, in connection with the recent reorganization of ATL, which included the formation of a new, publicly traded U.S. parent company above ATL, as further described below (the "***Reorganization***"), the Board of Directors of ATL (the "***ATL Board***") took action pursuant to its authority under the Plan to adjust certain terms of the Outstanding SPP Units to take into account the impact of the Reorganization on the Award (collectively, the "***Reorganization Adjustments***"). Capitalized terms used, but not otherwise defined, in this Notice will have the meanings given to such terms in the Award Notice and, if not defined therein, in the Plan.

The Reorganization

For the purpose of reorganizing the operations of ATL, ATL formed Anteris Technologies Global Corp. ("***ATGC***") and incorporated the new entity in the state of Delaware in the United States to become the ultimate parent company of ATL. To that end, pursuant to a scheme of arrangement under Australian law between ATL and its shareholders, ATGC received all of the issued and outstanding ordinary shares of ATL (the "***ATL Shares***") and issued to ATL's shareholders either one share of ATGC common stock, par value US$0.0001 per share ("***ATGC Common Stock***"), for every one ordinary share of ATL, or one CHESS Depositary Interest ("***CDI***") over ATGC Common Stock for every one ordinary share of ATL. Subsequently, on December 13, 2024 (the "***IPO Date***"), ATGC issued ATGC Common Stock in an initial public offering on The Nasdaq Capital Market (the ***"IPO***"). In connection with the Reorganization, ATL de-listed its securities from the Australian Securities Exchange (the "***ASX***") and, on implementation of the Reorganization, became a wholly-owned subsidiary of ATGC. For more information about the Reorganization, please refer to the Registration Statement on Form S-1 originally filed by ATGC with the U.S. Securities and Exchange Commission on November 22, 2024, as amended (the "***Registration Statement***"). The Registration Statement is available online through a search for "Anteris Technologies Global Corp." at www.sec.gov/search-filings.

The Reorganization Adjustments

Section 5(d) of the Plan provides that the Administrator may make equitable adjustments to the number of SPP Units awarded to an Eligible Recipient and to the terms of Outstanding SPP Units, including adjustments to reflect changes in the capital structure of ATL caused by one or more corporate events, including a reorganization. Furthermore, if the ATL Shares are at any point converted, exchanged or otherwise substituted with any other security, the ATL Board may, in its sole discretion, without your consent and to the extent permitted by, and in accordance with, all applicable law, adjust the terms of the Outstanding SPP Units to track the value of the Outstanding SPP Units so that you retain the then-current value of the Outstanding SPP Units prior to the adjustment.

In connection with the Reorganization and to ensure you retain the value of the Outstanding SPP Units immediately prior to the Reorganization and immediately following the Reorganization, the ATL Board adjusted the following terms of your Outstanding SPP Units pursuant to their terms on the date of implementation of the Reorganization:

- The Base Price of each Outstanding SPP Unit was adjusted in order to reflect the conversion from an Australian dollar price to a U.S. dollar price. The Base Price is now equal to US$15.28 (based on the opening exchange rate of A$1.00 to US$0.6367 on December 16, 2024).

- The term "*Change of Control*" as used in the Plan and your Award Notice was amended to mean the following: (i) any sale, lease, exchange or other transfer (in one or a series of related transactions) of all or substantially all of the assets of ATGC to any Person and/or its Affiliates (other than to any Affiliates of ATGC); (ii) any consolidation, reorganization, merger or other transaction pursuant to which more than fifty percent (50%) of the combined voting power of the outstanding equity interests in ATGC ceases to be owned by the Persons who owned such interests immediately prior to the consummation of such consolidation, reorganization, merger or other transaction; or (iii) any one Person, or more than one Person acting as a group, acquires ownership of equity interests of ATGC that constitutes more than fifty percent (50%) of the total fair market value or total voting power of ATGC. For purposes of (iii) above, Persons will not be considered to be acting as a group solely because they purchase or own equity interests of the same entity at the same time.

- The term "***Fair Market Value***" as used in the Plan and in your Award Notice was amended to mean the closing sales price of a share of ATGC Common Stock as reported on The Nasdaq Capital Market.

- All references to "***Shares***" and "***Shareholders***" in the Plan and in your Award Notice were amended to reference ATGC Common Stock and shareholders of ATGC, respectively.

- [For purposes of determining when a **"*Tranche A Vesting Date*"** occurs on or after the IPO Date, the volume weighted average price of ATGC Common Stock will apply instead of the volume weighted average price of ATL Shares on the ASX and the threshold price will be US$38.20 (based on the opening exchange rate of A$1.00 to US$0.6367 on December 16, 2024) instead of AUD$60.

- For purposes of determining when a **"*Tranche B Vesting Date*"** occurs on or after the IPO Date, the volume weighted average price of ATGC Common Stock will apply instead of the volume weighted average price of ATL Shares on the ASX and the threshold price will be US$47.75 (based on the opening exchange rate of A$1.00 to US$0.6367 on December 16, 2024) instead of AUD$75.][1]

- If you are an "***Executive Officer***" as defined under the ATGC Compensation Clawback Policy[2], your Outstanding SPP Units may be subject to clawback under such policy, depending on the terms of such awards.

Unless otherwise set forth above, your Outstanding SPP Units will continue to be subject to the terms and conditions (including the applicable vesting schedule) set forth in your Award Notice. For the avoidance of doubt, the Reorganization did not trigger a Change of Control under your Award Notice. This Notice shall be taken together with, and shall serve as an amendment to, the Plan and applicable Award Notice governing your Outstanding SPP Units.

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[1] Note to Draft: Include in notice for David St. Denis.

[2] "Executive Officer" generally means ATGC's president, principal financial officer, principal accounting officer (or if there is no such accounting officer, the controller), any vice-president of ATGC in charge of a principal business unit, division, or function (such as sales, administration, or finance), any other officer who performs a policy-making function, or any other person who performs similar policymaking functions for ATGC. Executive officers of ATGC's subsidiaries are deemed executive officers of ATGC if they perform such policy making functions for ATGC. Please contact Human Resources if you have any questions about whether the policy applies to you.

Exhibit 10.7

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
(AUSTRALIA NON-EMPLOYEE DIRECTOR)

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Non-Employee Director Restricted Stock Unit Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	**[_____]**
Number of RSUs:	**[_____]**
Date of Contingent Grant:	**[_____]** (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous service to the Company as a non-employee Director on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 4 of the Agreement, and will be paid in CHESS Depositary Interests ("***CDIs***") to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By:
Date: _____

ANTERIS TECHNOLOGIES GLOBAL CORP.

Non-Employee Director Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Non-Employee Director Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Normal Vesting.

   (a) Subject to the terms and conditions of Sections 2 and 3 hereof, the RSUs will vest in accordance with the vesting schedule set forth in the Notice and will be paid in accordance with Section 5 hereof.

   (b) For the purposes of this Agreement, Participant's continuous service to the Company as a non-employee Director shall not be deemed to have been interrupted, and Participant shall not be deemed to have ceased serving the Company as a non-employee Director, by reason of any commencement of employment with the Company or its Subsidiaries.

2. Change in Control. Notwithstanding the provisions of Section 1 hereof, and subject to the payment provisions of Section 5 hereof, upon the consummation of a Change in Control occurring during the vesting period described in the Notice while Participant is in continuous service to the Company as a non-employee Director, to the extent the RSUs have not yet vested, the RSUs shall immediately become nonforfeitable.

3. Forfeiture of Awards. Except as provided in Section 2 of this Agreement, Participant's right to receive the RSUs, to the extent not yet vested, shall be forfeited automatically and without further notice on the date that Participant's continuous service to the Company as a non-employee Director terminates prior to the end of the vesting period described in the Notice. In the event that Participant shall intentionally commit an act that the Committee determines to be materially adverse to the interests of the Company or a Subsidiary, Participant's right to receive the RSUs shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement to the contrary.

4. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of CDIs generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per CDI on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the CDI on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

5. Payment of Awards.

(a) General. Subject to Section 3 and Section 5(b), payment for the RSUs that are nonforfeitable will be made in CDIs (with one CDI being paid for each nonforfeitable RSU) within ten days following each of the Vesting Dates.

(b) Change in Control. Notwithstanding Section 5(a), upon the consummation of a Change in Control, Participant is entitled to receive payment for all RSUs, to the extent not yet paid, on the date of the Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 5(a) as though such Change in Control had not occurred.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal, state, and non-U.S. securities laws and listing requirements; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or CDIs underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

7. Transferability. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 7 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the CDIs underlying the RSUs.

8. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of CDIs covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

11. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the CDIs in any one or more of the ways referred to above.

13. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the CDIs or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

14. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

15. Non-U.S. Addendum. Notwithstanding any provision of this Agreement, Participant's RSUs shall also be subject to any special terms and conditions as set forth on Appendix A attached hereto ("***Appendix A***"). Appendix A shall constitute part of this Agreement.

16. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Company on this [_] day of [_____], [____].

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: _____

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the CDIs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

_____

Participant

Date: _____

APPENDIX A

Non-U.S. Addendum

TERMS AND CONDITIONS

This Appendix A, which is part of the Restricted Stock Unit Agreement (the "***Agreement***"), contains special terms and conditions of the restricted stock units (the "***RSUs***") granted to Participants who reside in **Australia**. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Anteris Technologies Group Corp. Equity Incentive Plan, as may be amended or amended and restated from time to time (the "***Plan***"), the Agreement and/or the Notice.

NOTIFICATIONS

This Appendix A also includes information regarding exchange control and certain other issues of which Participants in Australia should be aware with respect to the RSUs. The information is based on the securities, exchange control and other laws in effect in Australia as of [_____]. Such laws are often complex and change frequently. Anteris Technologies Group Corp. (the "***Company***") therefore strongly recommends that Participants do not rely on the information in this Appendix A as the only source of information relating to the consequences of the RSUs because such information may be outdated when the RSUs vest and/or a Participant sells any CDIs after vesting.

In addition, the information contained herein is general in nature and may not apply to a Participant's particular situation, and the Company is not in a position to assure Participants of a particular result. Accordingly, Participants should seek appropriate professional advice as to how the relevant laws in Australia may apply to their situation.

AUSTRALIA-SPECIFIC TERMS AND CONDITIONS

1. **Nature of Grant**. Participant acknowledges that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Notice;

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

(c) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, its Subsidiaries, and/or its affiliates, and that is outside the scope of Participant's employment contract with the Company or its affiliates, if any;

(f) the RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long service awards, pension or retirement benefits or similar payments;

(g) the future value of the underlying CDIs is unknown and cannot be predicted with certainty; and

(h) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture or termination of the RSUs or diminution in value of the RSUs or the CDIs resulting from Participant's termination of employment (for any reason whatsoever and whether or not in breach of local labor laws, except if and only as otherwise expressly provided for in this Appendix A).

2. **Prospectus Information**. Copies of the "Offer Document" and "Australia Addendum" that Participants have received along with the Plan, the Agreement and Notice contain additional terms and conditions that govern the RSUs that have been granted to Participants. Please review those documents carefully. In addition, the written or other materials provided to Participants in connection with the RSUs have been prepared for the purpose of complying with the relevant United States securities regulations and applicable stock exchange requirements. The information disclosed may not be the same as that which must be disclosed in a prospectus prepared under Australian law.

3. **Taxation**. By accepting the grant of the RSUs, Participant acknowledges that Participant does not hold a beneficial interest in more than 10% of the shares of the Company, and Participant is not in a position to cast, or to control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

4. **Subdivision 83A-C**. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Plan (subject to the requirements of that Act).

AUSTRALIA-SPECIFIC NOTIFICATIONS

1. **No Financial Advice**. Any advice given by any person in connection with the RSUs is general advice only, and Participants should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

2. **Securities Law Information**. If a Participant acquires CDIs and offers them for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participants should obtain legal advice on disclosure obligations prior to making any such offer.

3. **Exchange Control Information**. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participants will be required to file the report.

Exhibit 10.8

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the ***"Company"***), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the ***"Plan"***) and the Non-Employee Director Restricted Stock Unit Agreement (the ***"Agreement"***), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange (***"ASX"***) Listing Rules (***"ASX Listing Rules"***), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	John Seaberg
Number of RSUs:	83,333
Date of Contingent Grant:	December 16, 2024 (the ***"Dale of Contingent Grant"***)
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant (each anniversary, a ***"Vesting Date"***), subject to Participant remaining in the continuous service to the Company as a non-employee Director on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 4 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson
Date: 12/17/24

ANTERIS TECHNOLOGIES GLOBAL CORP.

Non-Employee Director Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the ***"Notice"***), to which this Non-Employee Director Restricted Stock Unit Agreement (this "***Agreement***'') is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the ***"Plan"***), the Notice, this Agreement, and stockholder approval as set forth in the Notice for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Normal Vesting.

   (a) Subject to the terms and conditions of Sections 2 and 3 hereof, the RSUs will vest in accordance with the vesting schedule set forth in the Notice and will be paid in accordance with Section 5 hereof.

   (b) For the purposes of this Agreement, Participant's continuous service to the Company as a non-employee Director shall not be deemed to have been interrupted, and Participant shall not be deemed to have ceased serving the Company as a non-employee Director, by reason of any commencement of employment with the Company or its Subsidiaries.

2. Change in Control. Notwithstanding the provisions of Section 1 hereof, and subject to the payment provisions of Section 5 hereof, upon the consummation of a Change in Control occurring during the vesting period described in the Notice while Participant is in continuous service to the Company as a non-employee Director, to the extent the RSUs have not yet vested, the RSUs shall immediately become nonforfeitable.

3. Forfeiture of Awards. Except as provided in Section 2 of this Agreement, Participant's right to receive the RSUs, to the extent not yet vested, shall be forfeited automatically and without further notice on the date that Participant's continuous service to the Company as a non-employee Director terminates prior to the end of the vesting period described in the Notice. In the event that Participant shall intentionally commit an act that the Committee determines to be materially adverse to the interests of the Company or a Subsidiary, Participant's right to receive the RSUs shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement to the contrary.

4. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

5. Payment of Awards.

(a) General. Subject to Section 3 and Section 5(b), payment for the RSUs that are nonforfeitable will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each of the Vesting Dates.

(b) Change in Control. Notwithstanding Section 5(a), upon the consummation of a Change in Control, Participant is entitled to receive payment for all RSUs, to the extent not yet paid, on the date of the Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 5(a) as though such Change in Control had not occurred.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

7. Transferability. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 7 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the shares of Common Stock underlying the RSUs.

8. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

11. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

13. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

14. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

15. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Company on this____ day of _____, 2024.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ John Seaberg
Participant

Date: 12-20-24

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Restricted Stock Unit Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	Wayne Paterson
Number of RSUs:	1,000,000
Date of Contingent Grant:	December 16, 2024 (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs. Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

By the Company's signature below and by Participant's clicking the "Accept" button online, the

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ John Seaberg
Date: 12-20-24

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice, for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Payment of RSUs. The RSUs will become payable if the Restriction Period (as defined in Section 4(c) of this Agreement) lapses and Participant's right to receive payment for the RSUs becomes nonforfeitable ("***Vest,***" "***Vesting***" or "***Vested***") in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying shares of Common Stock.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Termination without Cause or for Good Reason. If the Company terminates Participant's employment with the Company or any Subsidiary other than for Cause (as defined in Section 4(d)), death or Permanent Disability or Participant terminates his employment with the Company for Good Reason (as defined in Section 4(d)), then a pro rata portion of the RSUs shall vest, with such pro rata portion determined by multiplying (i) the total number of RSUs by (ii) a fraction, the numerator of which is the number of calendar days that shall have elapsed from the Date of Contingent Grant until the date of such termination and the denominator of which is the number of calendar days in the full vesting period, and subtracting from such amount the number of RSUs (if any) that previously Vested.

(c) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Contingent Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause by the Company or the Successor or for Good Reason by Participant within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

(d) Definitions. For purposes of this Section 4:

(i) "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(ii) "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's remuneration upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one share of Common Stock being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

(iv) Termination without Cause or for Good Reason. On the date of Participant's termination of employment by the Company other than for Cause, death or Permanent Disability or by Participant for Good Reason, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive Common Stock or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Participant's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of Common Stock, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Participant under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Wayne Paterson
Participant

Date: 12/17/24

This Agreement is executed by the Company on this 20 day of Dec, 2024.

Anteris Technologies Global Corp.

By /s/ John Seaberg

Exhibit 10.10

NOTICE OF GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the ***"Company"***), has awarded to Participant, as identified below, the number of Restricted Stock Units (the ***"RSUs"***, and each such unit, an ***"RSU"***) set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Grant (this ***"Notice"***) as well as in the Company's Equity Incentive Plan (the ***"Plan"***) and the Restricted Stock Unit Agreement (the ***"Agreement"***), both of which are attached hereto and incorporated in their entirety. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	David St. Denis
Number of RSUs:	500,000
Date of Grant:	December 16, 2024 (the "**Date of Grant**")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Grant (each anniversary, a "**Vesting Date**"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson
Date: 12/17/24

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the ***"Company"***), has awarded Participant, as named in the Notice of Grant (the ***"Notice"***), to which this Restricted Stock Unit Agreement (this ***"Agreement"***) is attached, a Restricted Stock Unit Award (the ***"RSUs"***) that is subject to the Company's Equity Incentive Plan (the ***"Plan"***), the Notice, and this Agreement, for the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

1. Payment of RSUs. The RSUs will become payable if the Restriction Period (as defined in Section 4(c) of this Agreement) lapses and Participant's right to receive payment for the RSUs becomes nonforfeitable (***"Vest," "Vesting"*** or ***"Vested"***) in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying shares of Common Stock.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

   (a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, ***"Permanently Disabled"*** or ***"Permanent Disability"*** means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Grant and ends on the third Vesting Date (such period, the ***"Restriction Period"***) while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a ***"Replacement Award"*** shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the ***"Successor"***), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor or for Good Reason (as defined in Section 4(b)(iv)) by Participant within a period of two years after the Change in Control (each such termination event, a ***"Qualifying Termination"***), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), ***"Cause"*** means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) For purposes of Section 4(b)(ii), ***"Good Reason"*** means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's base salary upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

(v) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one share of Common Stock being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 1OD of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the *"**Compensation Recovery Policy**"),* and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive Common Stock or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Participant's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of Common Stock, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Participant under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ David St Denis
Participant

Date: 1/18/2024

This Agreement is executed by the Company on this ___ day of _____, 2024.

Anteris Technologies Global Corp.

By /s/ Wayne Paterson

Exhibit 10.11

NOTICE OF GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the *"**Company**"*), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Restricted Stock Unit Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	Matthew McDonnell
Number of RSUs:	83,333
Date of Grant:	December 16, 2024 (the "***Date of Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Grant (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in CHESS Depositary Interests ("***CDIs***") to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson
Date 12/17/24

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Grant (the "***Notice***"), to which this Restricted Stock Unit Agreement (this "***Agreement***") is attached, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, and this Agreement, for the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

1. Payment of RSUs. The RSUs will become payable if the Restriction Period lapses and Participant's right to receive payment for the RSUs becomes nonforfeitable ("***Vest***," ***"Vesting"*** or "***Vested***") in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying CDIs.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

   (a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the ***"Successor"***), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor or for Good Reason (as defined in Section 4(b)(iv)) by Participant within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) For purposes of Section 4(b)(ii), "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's base salary upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

(v) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in CDIs (with one CDI being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one CDI being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in CDIs within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in CDIs within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in CDIs within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Grant, on the date that the Company pays a cash dividend (if any) to holders of CDIs generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per CDI on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the CDI on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the CDIs at any point may be traded) (the ***"Compensation Recovery Policy"***), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal, state, and non-U.S. securities laws and listing requirements; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or CDIs underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of CDIs covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive CDIs or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such CDIs or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the CDIs provided for under this Agreement or by Participant's surrender of a portion of the CDIs that he has owned. In no event, however, will the Company accept CDIs for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of CDI, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold CDIs having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold CDIs otherwise payable to Participant under this award in order to satisfy such withholding, with the number of CDIs withheld having a value equal to the amount required to be withheld. The CDIs used for tax withholding will be valued at an amount equal to the fair market value of such CDIs on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a stockholder with respect to any CDIs granted to him under this Agreement prior to the date as of which he is actually recorded as the holder of such CDIs upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the CDIs in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the CDIs or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Non-U.S. Addendum. Notwithstanding any provision of this Agreement, Participant's RSUs shall also be subject to any special terms and conditions as set forth on Appendix A attached hereto ("***Appendix A***"). Appendix A shall constitute part of this Agreement.

21. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the CDIs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Matthew McDonnell
Participant

Date: 18 December 2024.

This Agreement is executed by the Company on this 17 day of Dec, 2024.

Anteris Technologies Global Corp.

By /s/ Wayne Paterson

APPENDIX A

Non-U.S. Addendum

TERMS AND CONDITIONS

This Appendix A, which is part of the Restricted Stock Unit Agreement (the "***Agreement***"), contains special terms and conditions of the restricted stock units (the "***RSUs***") granted to Participants who reside in ***Australia***. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Anteris Technologies Group Corp. Equity Incentive Plan, as may be amended or amended and restated from time to time (the ***"Plan"***), the Agreement and/or the Notice.

NOTIFICATIONS

This Appendix A also includes information regarding exchange control and certain other issues of which Participants in Australia should be aware with respect to the RSUs. The information is based on the securities, exchange control and other laws in effect in Australia as of **December 2024**. Such laws are often complex and change frequently. Anteris Technologies Group Corp. (the ***"Company"***) therefore strongly recommends that Participants do not rely on the information in this Appendix A as the only source of information relating to the consequences of the RSUs because such information may be outdated when the RSUs vest and/or a Participant sells any CDIs after vesting.

In addition, the information contained herein is general in nature and may not apply to a Participant's particular situation, and the Company is not in a position to assure Participants of a particular result. Accordingly, Participants should seek appropriate professional advice as to how the relevant laws in Australia may apply to their situation.

AUSTRALIA-SPECIFIC TERMS AND CONDITIONS

1. **Nature of Grant**. Participant acknowledges that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Notice;

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

(c) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, its Subsidiaries, and/or its affiliates, and that is outside the scope of Participant's employment contract with the Company or its affiliates, if any;

(f) the RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long service awards, pension or retirement benefits or similar payments;

(g) the future value of the underlying CDIs is unknown and cannot be predicted with certainty; and

(h) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture or termination of the RSUs or diminution in value of the RSUs or the CDIs resulting from Participant's termination of employment (for any reason whatsoever and whether or not in breach of local labor laws, except if and only as otherwise expressly provided for in this Appendix A).

2. **Prospectus Information.** Copies of the "Offer Document" and "Australia Addendum" that Participants have received along with the Plan, the Agreement and Notice contain additional terms and conditions that govern the RSUs that have been granted to Participants. Please review those documents carefully. In addition, the written or other materials provided to Participants in connection with the RSUs have been prepared for the purpose of complying with the relevant United States securities regulations and applicable stock exchange requirements. The information disclosed may not be the same as that which must be disclosed in a prospectus prepared under Australian law.

3. **Taxation.** By accepting the grant of the RSUs, Participant acknowledges that Participant does not hold a beneficial interest in more than 10% of the shares of the Company, and Participant is not in a position to cast, or to control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

4. **Subdivision 83A-C.** Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Plan (subject to the requirements of that Act).

AUSTRALIA-SPECIFIC NOTIFICATIONS

1. **No Financial Advice.** Any advice given by any person in connection with the RSUs is general advice only, and Participants should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

2. **Securities Law Information.** If a Participant acquires CDIs and offers them for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participants should obtain legal advice on disclosure obligations prior to making any such offer.

3. **Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participants will be required to file the report.

Exhibit 10.12

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
(U.S. NON-EMPLOYEE DIRECTOR)

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Non-Employee Director Restricted Stock Unit Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	**[_____]**
Number of RSUs:	**[_____]**
Date of Contingent Grant:	**[_____]** (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous service to the Company as a non-employee Director on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 4 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By:
Date: _____

ANTERIS TECHNOLOGIES GLOBAL CORP.

Non-Employee Director Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Non-Employee Director Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Normal Vesting.

   (a) Subject to the terms and conditions of Sections 2 and 3 hereof, the RSUs will vest in accordance with the vesting schedule set forth in the Notice and will be paid in accordance with Section 5 hereof.

   (b) For the purposes of this Agreement, Participant's continuous service to the Company as a non-employee Director shall not be deemed to have been interrupted, and Participant shall not be deemed to have ceased serving the Company as a non-employee Director, by reason of any commencement of employment with the Company or its Subsidiaries.

2. Change in Control. Notwithstanding the provisions of Section 1 hereof, and subject to the payment provisions of Section 5 hereof, upon the consummation of a Change in Control occurring during the vesting period described in the Notice while Participant is in continuous service to the Company as a non-employee Director, to the extent the RSUs have not yet vested, the RSUs shall immediately become nonforfeitable.

3. Forfeiture of Awards. Except as provided in Section 2 of this Agreement, Participant's right to receive the RSUs, to the extent not yet vested, shall be forfeited automatically and without further notice on the date that Participant's continuous service to the Company as a non-employee Director terminates prior to the end of the vesting period described in the Notice. In the event that Participant shall intentionally commit an act that the Committee determines to be materially adverse to the interests of the Company or a Subsidiary, Participant's right to receive the RSUs shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement to the contrary.

4. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

5. Payment of Awards.

(a) General. Subject to Section 3 and Section 5(b), payment for the RSUs that are nonforfeitable will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each of the Vesting Dates.

(b) Change in Control. Notwithstanding Section 5(a), upon the consummation of a Change in Control, Participant is entitled to receive payment for all RSUs, to the extent not yet paid, on the date of the Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 5(a) as though such Change in Control had not occurred.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

7. Transferability. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 7 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the shares of Common Stock underlying the RSUs.

8. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

11. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

13. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

14. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

15. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Company on this [_] day of [____], [____].

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: _____

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

_____

Participant

Date: _____

Exhibit 10.13

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Non-Employee Director Restricted Stock Unit Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	Stephen Denaro
Number of RSUs:	41,666
Date of Contingent Grant:	December 16, 2024 (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous service to the Company as a non-employee Director on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 4 of the Agreement, and will be paid in CHESS Depositary Interests ("***CDIs***") to Participant upon any settlement of the RSUs.

By the Company's signature below and by Participant's clicking the "Accept" button online, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson
Date: 12/17/24

ANTERIS TECHNOLOGIES GLOBAL CORP.

Non-Employee Director Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Non-Employee Director Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Normal Vesting.

   (a) Subject to the terms and conditions of Sections 2 and 3 hereof, the RSUs will vest in accordance with the vesting schedule set forth in the Notice and will be paid in accordance with Section 5 hereof.

   (b) For the purposes of this Agreement, Participant's continuous service to the Company as a non-employee Director shall not be deemed to have been interrupted, and Participant shall not be deemed to have ceased serving the Company as a non-employee Director, by reason of any commencement of employment with the Company or its Subsidiaries.

2. Change in Control. Notwithstanding the provisions of Section 1 hereof, and subject to the payment provisions of Section 5 hereof, upon the consummation of a Change in Control occurring during the vesting period described in the Notice while Participant is in continuous service to the Company as a non-employee Director, to the extent the RSUs have not yet vested, the RSUs shall immediately become nonforfeitable.

3. Forfeiture of Awards. Except as provided in Section 2 of this Agreement, Participant's right to receive the RSUs, to the extent not yet vested, shall be forfeited automatically and without further notice on the date that Participant's continuous service to the Company as a non-employee Director terminates prior to the end of the vesting period described in the Notice. In the event that Participant shall intentionally commit an act that the Committee determines to be materially adverse to the interests of the Company or a Subsidiary, Participant's right to receive the RSUs shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement to the contrary.

4. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of CDIs generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per CDI on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the CDI on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

5. Payment of Awards.

(a) General. Subject to Section 3 and Section 5(b), payment for the RSUs that are nonforfeitable will be made in CDIs (with one CDI being paid for each nonforfeitable RSU) within ten days following each of the Vesting Dates.

(b) Change in Control. Notwithstanding Section 5(a), upon the consummation of a Change in Control, Participant is entitled to receive payment for all RSUs, to the extent not yet paid, on the date of the Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 5(a) as though such Change in Control had not occurred.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal, state, and non-U.S. securities laws and listing requirements; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or CDIs underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

7. Transferability. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 7 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the CDIs underlying the RSUs.

8. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of CDIs covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

11. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

12. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the CDIs in any one or more of the ways referred to above.

13. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the CDIs or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

14. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

15. Non-U.S. Addendum. Notwithstanding any provision of this Agreement, Participant's RSUs shall also be subject to any special terms and conditions as set forth on Appendix A attached hereto ("***Appendix A***"). Appendix A shall constitute part of this Agreement.

16. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Company on this 17 day of DEC, 2024.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the CDIs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Stephen Denaro STEPHEN DENARO
Participant

Date: 19 DECEMBER 2024

APPENDIX A

Non-U.S. Addendum

TERMS AND CONDITIONS

This Appendix A, which is part of the Restricted Stock Unit Agreement (the "***Agreement***"), contains special terms and conditions of the restricted stock units (the "***RSUs***") granted to Participants who reside in **Australia**. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Anteris Technologies Group Corp. Equity Incentive Plan, as may be amended or amended and restated from time to time (the "***Plan***"), the Agreement and/or the Notice.

NOTIFICATIONS

This Appendix A also includes information regarding exchange control and certain other issues of which Participants in Australia should be aware with respect to the RSUs. The information is based on the securities, exchange control and other laws in effect in Australia as of **December 2024**. Such laws are often complex and change frequently. Anteris Technologies Group Corp. (the "***Company***") therefore strongly recommends that Participants do not rely on the information in this Appendix A as the only source of information relating to the consequences of the RSUs because such information may be outdated when the RSUs vest and/or a Participant sells any CDIs after vesting.

In addition, the information contained herein is general in nature and may not apply to a Participant's particular situation, and the Company is not in a position to assure Participants of a particular result. Accordingly, Participants should seek appropriate professional advice as to how the relevant laws in Australia may apply to their situation.

AUSTRALIA-SPECIFIC TERMS AND CONDITIONS

1. **Nature of Grant**. Participant acknowledges that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Notice;

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

(c) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, its Subsidiaries, and/or its affiliates, and that is outside the scope of Participant's employment contract with the Company or its affiliates, if any;

(f) the RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long service awards, pension or retirement benefits or similar payments;

(g) the future value of the underlying CDIs is unknown and cannot be predicted with certainty; and

(h) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture or termination of the RSUs or diminution in value of the RSUs or the CDIs resulting from Participant's termination of employment (for any reason whatsoever and whether or not in breach of local labor laws, except if and only as otherwise expressly provided for in this Appendix A).

2. **Prospectus Information**. Copies of the "Offer Document" and "Australia Addendum" that Participants have received along with the Plan, the Agreement and Notice contain additional terms and conditions that govern the RSUs that have been granted to Participants. Please review those documents carefully. In addition, the written or other materials provided to Participants in connection with the RSUs have been prepared for the purpose of complying with the relevant United States securities regulations and applicable stock exchange requirements. The information disclosed may not be the same as that which must be disclosed in a prospectus prepared under Australian law.

3. **Taxation**. By accepting the grant of the RSUs, Participant acknowledges that Participant does not hold a beneficial interest in more than 10% of the shares of the Company, and Participant is not in a position to cast, or to control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

4. **Subdivision 83A-C**. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Plan (subject to the requirements of that Act).

AUSTRALIA-SPECIFIC NOTIFICATIONS

1. **No Financial Advice**. Any advice given by any person in connection with the RSUs is general advice only, and Participants should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

2. **Securities Law Information**. If a Participant acquires CDIs and offers them for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participants should obtain legal advice on disclosure obligations prior to making any such offer.

3. **Exchange Control Information**. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participants will be required to file the report.

Exhibit 10.14

NOTICE OF GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
(U.S. NON-EMPLOYEE DIRECTOR)

Anteris Technologies Global Corp., a Delaware corporation (the ***"Company"***), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "RSUs", and each such unit, an ***"RSU"***) set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Grant (this ***"Notice"***) as well as in the Company's Equity Incentive Plan (the ***"Plan"***) and the Non-Employee Director Restricted Stock Unit Agreement (the ***"Agreement"***), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the Australian Securities Exchange (***"ASX"***) Listing Rules (***"ASX Listing Rules"***), including for the purposes of ASX Listing Rule 10.14. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	**[** _____ **]**
Number of RSUs:	**[** _____ **]**
Date of Grant:	**[** _____ **]** (the ***"Date of Grant"***)
Vesting Date:	All of the RSUs will vest on the earlier of the first anniversary of the Date of Grant and the date of the first annual meeting of stockholders that occurs immediately following the Date of Grant (the ***"Vesting Date"***), subject to Participant remaining in the continuous service of the Company as a non-employee Director through the Vesting Date.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 4 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's and Participant's signatures to the Agreement, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By:
Date: _____

ANTERIS TECHNOLOGIES GLOBAL CORP.

Non-Employee Director Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the ***"Company"***), has awarded Participant, as named in the Notice of Grant (the ***"Notice"***), to which this Non-Employee Director Restricted Stock Unit Agreement (this ***"Agreement"***) is attached, a Restricted Stock Unit Award (the ***"RSUs"***) that is subject to the Company's Equity Incentive Plan (the ***"Plan"***), the Notice, this Agreement, and stockholder approval (which was received on **December 3, 2025**), as set forth in the Notice for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14.

1. Normal Vesting.

   (a) Subject to the terms and conditions of Sections 2 and 3 hereof, the RSUs will vest in accordance with the vesting schedule set forth in the Notice and will be paid in accordance with Section 5 hereof.

   (b) For the purposes of this Agreement, Participant's continuous service to the Company as a non-employee Director shall not be deemed to have been interrupted, and Participant shall not be deemed to have ceased serving the Company as a non-employee Director, by reason of any commencement of employment with the Company or its Subsidiaries.

2. Change in Control. Notwithstanding the provisions of Section 1 hereof, and subject to the payment provisions of Section 5 hereof, upon the consummation of a Change in Control occurring during the vesting period described in the Notice while Participant is in continuous service to the Company as a non-employee Director, to the extent the RSUs have not yet vested, the RSUs shall immediately become nonforfeitable.

3. Forfeiture of Awards. Except as provided in Section 2 of this Agreement, Participant's right to receive the RSUs, to the extent not yet vested, shall be forfeited automatically and without further notice on the date that Participant's continuous service to the Company as a non-employee Director terminates prior to the end of the vesting period described in the Notice. In the event that Participant shall intentionally commit an act that the Committee determines to be materially adverse to the interests of the Company or a Subsidiary, Participant's right to receive the RSUs shall be forfeited at the time of that determination notwithstanding any other provision of this Agreement to the contrary.

4. Dividend Equivalents. Following the Date of Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Fair Market Value of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

5. Payment of Awards.

(a) General. Subject to Section 3 and Section 5(b), payment for the RSUs that are nonforfeitable will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following the Vesting Date.

(b) Change in Control. Notwithstanding Section 5(a), upon the consummation of a Change in Control, Participant is entitled to receive payment for all RSUs, to the extent not yet paid, on the date of the Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 5(a) as though such Change in Control had not occurred.

6. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

7. Transferability. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 7 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the shares of Common Stock underlying the RSUs.

8. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

11. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

12. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

13. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

14. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Company on this [__] day of [_____], [____].

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: _____

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

_____

Participant

Date: _____

Exhibit 10.15

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Restricted Stock Unit Agreement (the "***Agreement***"), both of which are incorporated herein in their entirety and provided to Participant with this Notice and attached hereto, respectively. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on stockholder approval of the issue of the RSUs to Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	Wayne Paterson
Number of RSUs:	**[629,921]**
Date of Contingent Grant:	March 4, 2026 (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant, (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's and Participant's signatures to the Agreement, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice, for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Payment of RSUs. The RSUs will become payable if, during the Restriction Period (as defined in Section 4(c) of this Agreement), Participant's right to receive payment for the RSUs becomes nonforfeitable ("***Vest***," "***Vesting***" or "***Vested***") in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying shares of Common Stock.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Termination without Cause or for Good Reason. If the Company terminates Participant's employment with the Company or any Subsidiary other than for Cause (as defined in Section 4(d)), death or Permanent Disability or Participant terminates his employment with the Company for Good Reason (as defined in Section 4(d)), then a pro rata portion of the RSUs shall vest, with such pro rata portion determined by multiplying (i) the total number of RSUs evidenced under this Agreement by (ii) a fraction, the numerator of which is the number of calendar days that shall have elapsed from the Date of Contingent Grant until the date of such termination and the denominator of which is the number of calendar days in the full vesting period, and subtracting from such amount the number of RSUs (if any) that previously Vested.

(c) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Contingent Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a "***Replacement Award"*** shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause by the Company or the Successor or for Good Reason by Participant within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

(d) Definitions. For purposes of this Section 4:

(i) "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(ii) "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's remuneration upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one share of Common Stock being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

(iv) Termination without Cause or for Good Reason. On the date of Participant's termination of employment by the Company other than for Cause, death or Permanent Disability or by Participant for Good Reason, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Market Value per Share of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or the Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive Common Stock or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Participant's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of Common Stock, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Participant under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

21. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and Participant's participation in the Plan, or future awards that may be granted 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, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

22. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Participant, and the successors and assigns of the Company.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Wayne Paterson
Participant

Date: 3/5/2026

This Agreement is executed by the Company on this 6.00 day of March, 2026.

Anteris Technologies Global Corp.

By: /s/ John Seaberg

NOTICE OF CONTINGENT GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Restricted Stock Unit Agreement (the "***Agreement***"), both of which are incorporated herein in their entirety and provided to Participant with this Notice and attached hereto, respectively. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on stockholder approval of the issue of the RSUs to Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and Agreement and the RSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	David St Denis
Number of RSUs:	**[314,960]**
Date of Contingent Grant:	March 4, 2026 (the "***Date of Contingent Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Contingent Grant, (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the RSUs.

By the Company's and Participant's signatures to the Agreement, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice, for the issuance of the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of stockholder approval of the issue of the RSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the RSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the RSUs hereunder will be deemed cancelled and of no further force or effect.

1. Payment of RSUs. The RSUs will become payable if, during the Restriction Period (as defined in Section 4(c) of this Agreement), Participant's right to receive payment for the RSUs becomes nonforfeitable ("***Vest***," "***Vesting***" or "***Vested***") in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying shares of Common Stock.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Contingent Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a "***Replacement Award"*** shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor or for Good Reason (as defined in Section 4(b)(iv) by Participant within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) For purposes of Section 4(b)(ii), "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's base salary upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

(v) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one share of Common Stock being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in shares of Common Stock within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in shares of Common Stock within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Market Value per Share of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or the Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or shares of Common Stock underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive Common Stock or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Participant's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of Common Stock, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Participant under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

21. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and Participant's participation in the Plan, or future awards that may be granted 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, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

22. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Participant, and the successors and assigns of the Company.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ David St Denis
Participant

Date: 3/6/2026

This Agreement is executed by the Company on this 5.00 day of march, 2026.

Anteris Technologies Global Corp.

By: /s/ Wayne Paterson

Exhibit 10.17

NOTICE OF GRANT
RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of Restricted Stock Units (the "***RSUs***", and each such unit, an "***RSU***") set forth below. The RSUs are subject to all of the terms and conditions as set forth in this Notice of Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Restricted Stock Unit Agreement (the "***Agreement***"), both of which are incorporated herein in their entirety and provided to Participant with this Notice and attached hereto, respectively. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Award and the Plan, the terms of the Plan will control.

Participant:	Matthew McDonnell
Number of RSUs:	**[78,740]**
Date of Grant:	March 4, 2026 (the "***Date of Grant***")
Vesting Dates:	One-third of the RSUs shall vest on each of the first three anniversaries of the Date of Grant, (each anniversary, a "***Vesting Date***"), subject to Participant remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.
Dividend Equivalents:	Dividend equivalents with respect to the RSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional RSUs in accordance with Section 7 of the Agreement, and will be paid in CHESS Depositary Interests ("***CDIs***") to Participant upon any settlement of the RSUs.

By the Company's and Participant's signatures to the Agreement, the Company and Participant agree that the RSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the RSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Grant (the "***Notice***") to which this Restricted Stock Unit Agreement (this "***Agreement***") is attached, a Restricted Stock Unit Award (the "***RSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, and this Agreement, for the number of RSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

1. Payment of RSUs. The RSUs will become payable if, during the Restriction Period (as defined in Section 4(b) of this Agreement), Participant's right to receive payment for the RSUs becomes nonforfeitable ("***Vest,***" "***Vesting***" or "***Vested***") in accordance with Section 3 and Section 4 of this Agreement.

2. RSUs Not Transferrable. Participant's right to the RSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the RSUs or the underlying CDIs.

3. Vesting of RSUs. Subject to the terms and conditions of Section 4 and Section 5 of this Agreement, the RSUs will Vest in accordance with the schedule set forth in the Notice. For purposes of this Agreement, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of RSUs. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the payment provisions of Section 6 hereof, to the extent the RSUs have not been forfeited pursuant to Section 5 hereof, the RSUs will Vest earlier than the time provided for in Section 3 under the following circumstances:

   (a) Death or Permanent Disability. If Participant's employment with the Company or any Subsidiary terminates due to Participant's death or Permanent Disability, then any RSUs that have not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Participant is an employee of the Company or a Subsidiary, any RSUs that remain outstanding and have not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the RSUs is provided to Participant.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of restricted stock units, (B) that has a value at least equal to the value of the RSUs, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Participant is subject to U.S. federal income tax under the Code, are not less favorable to Participant than the tax consequences of the RSUs, (E) that Vests in full upon a termination of Participant's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor or for Good Reason (as defined in Section 4(b)(iv)) by Participant within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Participant than the terms and conditions of the RSUs (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the RSUs or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the RSUs if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Participant: (A) any intentional act of fraud, embezzlement or theft in connection with Participant's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Participant's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Participant will be deemed "intentional" unless done or omitted to be done by Participant not in good faith and without reasonable belief that Participant's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Participant who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) For purposes of Section 4(b)(ii), "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Participant and the Company or any Subsidiary or, if Participant does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Participant attached to Participant's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Participant's principal office immediately prior to the Change in Control, or a material reduction in Participant's base salary upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

(v) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding RSUs which at the time of the Change in Control are not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Forfeiture of RSUs. Any RSUs that have not Vested pursuant to Section 3 or Section 4 by the latest Vesting Date set forth in the Notice will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the latest Vesting Date set forth in the Notice for any reason other than as described in Section 4).

6. Form and Time of Payment of RSUs.

(a) General. Subject to Section 5 and Section 6(b), payment for Vested RSUs will be made in CDIs (with one CDI being paid for each nonforfeitable RSU) within ten days following each Vesting Date set forth in the Notice.

(b) Other Payment Events. Notwithstanding Section 6(a), to the extent the RSUs are Vested on the dates set forth below, payment with respect to the RSUs will be made as follows (with one CDI being paid for each nonforfeitable RSU):

(i) Change in Control. Upon the consummation of a Change in Control, payment for any Vested RSUs will be made in CDIs within ten days following such Change in Control; provided, however, that if such Change in Control would not qualify as a permissible date of distribution under Section 409A(a)(2)(A) of the Code, and the regulations thereunder, and where Section 409A of the Code applies to such distribution, Participant is entitled to receive the corresponding payment on the date that would have otherwise applied pursuant to Section 6(a) or 6(b)(ii) as though such Change in Control had not occurred.

(ii) Qualifying Termination Following a Change in Control. Upon a Qualifying Termination, payment for any Vested RSUs will be made in CDIs within ten days following such Qualifying Termination.

(iii) Death or Permanent Disability. On the date of Participant's termination of employment due to Participant's death or Permanent Disability, payment for any Vested RSUs will be made in CDIs within ten days of such termination date.

7. Dividend Equivalents. Following the Date of Grant, on the date that the Company pays a cash dividend (if any) to holders of CDIs generally, Participant shall be entitled to a number of additional RSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per CDI on such date and (y) the total number of RSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Market Value per Share of the CDI on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the RSUs to which the dividend equivalents were credited.

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the CDIs at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's RSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the RSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (i) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (ii) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or the Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal, state, and non-U.S. securities laws and listing requirements; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any RSUs or CDIs underlying the RSUs if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of CDIs covered by the RSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive CDIs or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such CDIs or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the CDIs provided for under this Agreement or by Participant's surrender of a portion of the CDIs that he has owned. In no event, however, will the Company accept CDIs for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of CDIs, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold CDIs having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold CDIs otherwise payable to Participant under this award in order to satisfy such withholding, with the number of CDIs withheld having a value equal to the amount required to be withheld. The CDIs used for tax withholding will be valued at an amount equal to the fair market value of such CDIs on the date the applicable benefit is to be included in Participant's income.

12. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any CDIs granted to him under this Agreement prior to the date as of which he is actually recorded as the holder of such CDIs upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Participant and Participant's award of RSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the CDIs in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the CDIs or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

20. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the RSUs and Participant's participation in the Plan, or future awards that may be granted 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, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

21. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Participant, and the successors and assigns of the Company.

22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

23. Non-U.S. Addendum. Notwithstanding any provision of this Agreement, Participant's RSUs shall also be subject to any special terms and conditions as set forth on Appendix A attached hereto ("***Appendix A***"). Appendix A shall constitute part of this Agreement.

24. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the RSUs and the CDIs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Matthew McDonnell
Participant

Date: 3/5/2026

This Agreement is executed by the Company on this 5.00 day of march, 2026.

Anteris Technologies Global Corp.

By: /s/ Wayne Paterson

APPENDIX A

Non-U.S. Addendum

TERMS AND CONDITIONS

This Appendix A, which is part of the Restricted Stock Unit Agreement (the "***Agreement***"), contains special terms and conditions of the restricted stock units (the "***RSUs***") granted to Participants who reside in **Australia**. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Anteris Technologies Global Corp. Equity Incentive Plan, as may be amended or amended and restated from time to time (the "***Plan***"), the Agreement and/or the Notice.

NOTIFICATIONS

This Appendix A also includes information regarding exchange control and certain other issues of which Participants in Australia should be aware with respect to the RSUs. The information is based on the securities, exchange control and other laws in effect in Australia as of **February 2026**. Such laws are often complex and change frequently. Anteris Technologies Global Corp. (the "***Company***") therefore strongly recommends that Participants do not rely on the information in this Appendix A as the only source of information relating to the consequences of the RSUs because such information may be outdated when the RSUs vest and/or a Participant sells any CDIs after vesting.

In addition, the information contained herein is general in nature and may not apply to a Participant's particular situation, and the Company is not in a position to assure Participants of a particular result. Accordingly, Participants should seek appropriate professional advice as to how the relevant laws in Australia may apply to their situation.

AUSTRALIA-SPECIFIC TERMS AND CONDITIONS

1. **Nature of Grant**. Participant acknowledges that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Notice;

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

(c) all decisions with respect to future grants of RSUs, if any, will be at the sole discretion of the Company;

(d) Participant is voluntarily participating in the Plan;

(e) the RSUs are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, its Subsidiaries, and/or its affiliates, and that is outside the scope of Participant's employment contract with the Company or its affiliates, if any;

(f) the RSUs are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long service awards, pension or retirement benefits or similar payments;

(g) the future value of the underlying CDIs is unknown and cannot be predicted with certainty; and

(h) in consideration of the grant of the RSUs, no claim or entitlement to compensation or damages shall arise from forfeiture or termination of the RSUs or diminution in value of the RSUs or the CDIs resulting from Participant's termination of employment (for any reason whatsoever and whether or not in breach of local labor laws, except if and only as otherwise expressly provided for in this Appendix A).

2. **Prospectus Information**. Copies of the "Offer Document" and "Australia Addendum" that Participants have received along with the Plan, the Agreement and Notice contain additional terms and conditions that govern the RSUs that have been granted to Participants. Please review those documents carefully. In addition, the written or other materials provided to Participants in connection with the RSUs have been prepared for the purpose of complying with the relevant United States securities regulations and applicable stock exchange requirements. The information disclosed may not be the same as that which must be disclosed in a prospectus prepared under Australian law.

3. **Taxation**. By accepting the grant of the RSUs, Participant acknowledges that Participant does not hold a beneficial interest in more than 10% of the shares of the Company, and Participant is not in a position to cast, or to control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

4. **Subdivision 83A-C**. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Plan (subject to the requirements of that Act).

AUSTRALIA-SPECIFIC NOTIFICATIONS

1. **No Financial Advice**. Any advice given by any person in connection with the RSUs is general advice only, and Participants should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

2. **Securities Law Information**. If a Participant acquires CDIs and offers them for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Participants should obtain legal advice on disclosure obligations prior to making any such offer.

3. **Exchange Control Information**. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Participants will be required to file the report.

Exhibit 10.18

ANTERIS TECHNOLOGIES GLOBAL CORP.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

(As Amended and Restated Effective September 12, 2026)

This Non-Employee Director Compensation Policy (this "***Policy***") was originally established, effective as of the date of execution (by the applicable parties) of the underwriting agreement relating to the U.S. initial public offering of the common stock of Anteris Technologies Global Corp., to allow each member of the Board of Directors (the "***Board***") of Anteris Technologies Global Corp. (the "***Company***") who is not an employee of the Company or any parent or subsidiary of the Company (each, a "***Non-Employee Director***") to receive cash and equity compensation as set forth herein, and is hereby amended and restated effective as of September 12, 2026 (the "***Effective Date***"). This Policy shall remain in effect until it is revised or rescinded by further action of the Board, and this Policy may be amended, modified or terminated by the Board at any time in its sole discretion.

1. **Cash Compensation**.

Annual cash retainers in the amounts set forth below will be paid automatically and without further action of the Board to each Non-Employee Director (other than the Non-Employee Director who serves as Non-Executive Board Chair (the "***Board Chair***")) for their service in each position, as denoted below (collectively, the "***Annual Retainers***"), unless such Non-Employee Director declines the receipt of such retainer by written notice to the Company:

Position	**Cash Amount**
Board Member	$ 47,740.50
Lead Independent Director (if applicable)	$ 26,522.50
Audit Committee Chair*	$ 21,218.00
Compensation Committee Chair*	$ 15,913.50
Nominating & Governance Committee Chair*	$ 10,609.00
Audit Committee Member	$ 10,609.00
Compensation Committee Member	$ 7,956.75
Nominating & Governance Committee Member	$ 5,304.50

* Annual Retainers for Committee chairs will be paid in lieu of, not in addition to, Annual Retainers for Committee members.

The Board Chair will receive an Annual Retainer equal to $159,135.00 (also paid automatically and without further action of the Board) and will not be eligible to receive the base Board Member retainer or any additional cash retainers for his or her service on any committee(s) of the Board, including as chair of any committee.

The Annual Retainers will be earned on a calendar quarter basis and will be paid by the Company in arrears not later than the fifteenth day following the end of each calendar quarter. In the event a Non-Employee Director (including the Board Chair) only serves for a portion of a calendar quarter (in any position), such Non-Employee Director will receive a prorated portion of the Annual Retainer(s) otherwise payable to such Non-Employee Director for such calendar quarter, with such prorated portion determined based on the number of days during which the Non- Employee Director served as a Non-Employee Director (or in the applicable position(s)) during the applicable calendar quarter. A Non-Employee Director may elect on an annual basis, at such time required by, and in accordance with, applicable law and the Company's election policies, to receive the Annual Retainers in the form of shares of common stock, par value $0.0001, of the Company ("***Common Stock***"). If such election is timely made, the shares of Common Stock to be paid in lieu of the cash amounts shall be issued at the same time that the cash Annual Retainers are paid.

For as long as the Company is listed on the Australian Securities Exchange ("***ASX***"), the total aggregate amount of directors' fees payable to all Non-Employee Directors for the purposes of ASX listing rule 10.17 is US$2 million, unless increased by approval of the Company's stockholders in accordance with ASX listing rule 10.17.

2. **Equity Compensation**.

For as long as the Company is listed on the ASX, the equity compensation described in this Policy will be granted to each Non-Employee Director subject to the approval of the Company's stockholders on a per grant basis, unless the underlying security which is acquired on exercise of the option or otherwise on satisfaction of right is purchased on-market (as specified in an award agreement). A Non-Employee Director may decline the receipt of such equity compensation by written notice to the Company at any time.

Furthermore, all equity compensation described in this Policy will be subject to the terms and provisions of the Company's Equity Incentive Plan or any other applicable Company equity incentive plan then-maintained by the Company (such plan, as may be amended from time to time, the "***Equity Plan***"), including any limits on director compensation provided therein, and will be subject to the execution and delivery of award agreements, including attached exhibits, in substantially the forms approved by the Board. In the event the award of any equity compensation described in this Policy would result in a violation of the limit on director compensation provided in the Equity Plan, such award will be cut back to the extent necessary to comply with the terms of the Equity Plan (and any excess amount may be granted in a subsequent calendar year by the Board in its discretion if it deems appropriate).

Annual Awards.

Each Non-Employee Director who (a) serves on the Board as of the date of any annual meeting of the Company's stockholders (an "***Annual Meeting***") after the Effective Date and (b) will continue to serve as a Non-Employee Director immediately following such Annual Meeting, will be granted, subject to the approval of the Company's stockholders at such Annual Meeting, an award of nonqualified options to purchase Common Stock ("***Options***") that has an aggregate fair value on the date of such Annual Meeting of $235,000, except for the Board Chair, who will receive an award with an aggregate fair value on the date of such Annual Meeting of $250,000 (the "***Annual Option Award***"). The aggregate fair value for purposes of the Annual Option Award will be determined by using a Black-Scholes option pricing model or other reasonable valuation method, as determined by the Board.

Notwithstanding the foregoing, the number of Options subject to the Annual Option Award will be prorated for each Non-Employee Director who (i) is initially elected or appointed to the Board after the Effective Date on a date other than the date of an Annual Meeting and (ii) has served on the Board for fewer than six months prior to the next Annual Meeting to occur after his or her election or appointment based on the number of days that such Non-Employee Director has served since the date of election or appointment, and such grant will be made, subject to the approval of the Company's stockholders at the next Annual Meeting immediately following such Non-Employee Director's election or appointment, on the date of such next Annual Meeting.

Each Annual Option Award will vest on the earlier of (a) the date of the first Annual Meeting following the date of grant and (b) the first anniversary of the date of grant, subject to the Non-Employee Director remaining in service on the Board through the applicable vesting date. Any portion of an Annual Option Award that remains unvested at the time of a Non-Employee Director's termination of service on the Board will be forfeited. Notwithstanding the foregoing, all of a Non-Employee Director's Annual Option Awards will vest in full immediately prior to the consummation of a Change in Control (as defined in the Equity Plan), to the extent the awards are outstanding at such time.

Initial Awards.

Except as otherwise determined by the Board and subject to the approval of the Company's stockholders, each Non-Employee Director who is initially elected or appointed to the Board after the Effective Date will be granted on the date of such Non-Employee Director's initial election or appointment (the "***Start Date***"), an award of Options that has an aggregate fair value on such Non-Employee Director's Start Date equal to $470,000 (the "***Initial Option Award***"). For the avoidance of doubt, no Non-Employee Director will be granted more than one Initial Option Award and a Non-Employee Director elected for the first time to the Board at an Annual Meeting will be eligible to receive only an Initial Option Award in connection with such election. Notwithstanding the foregoing, any Non-Employee Director with a Start Date on or after June 1, 2025 and prior to the Effective Date (other than any Non-Employee Director who is re-appointed to the Board after previously serving as a Board member) will be granted a prorated Initial Option Award on the date of the next Annual Meeting following the Effective Date with an aggregate fair value equal to $220,000 as of the date of such Annual Meeting (the "***Prorated Initial Option Award***"). The aggregate fair value for purposes of the Initial Option Award and the Prorated Initial Option Award will be determined by using a Black-Scholes option pricing model or other reasonable valuation method, as determined by the Board.

Each Initial Option Award will vest in three substantially equal installments on the first three anniversaries of the date of grant, subject to the Non-Employee Director remaining in service on the Board through each vesting date; provided, however, that any Prorated Initial Option Award will vest in substantially equal installments on each of the remaining vesting dates of such Non-Employee Director's initial restricted stock unit award that was granted to such Non-Employee Director in connection with his or her Start Date. Any portion of an Initial Option Award or Prorated Initial Option Award that remains unvested at the time of a Non-Employee Director's termination of service on the Board will be forfeited. Notwithstanding the foregoing, all of a Non-Employee Director's Initial Option Awards and Prorated Initial Option Awards will vest in full immediately prior to the consummation of a Change in Control (as defined in the Equity Plan), to the extent the awards are outstanding at such time.

Employee Directors and Termination of Employment. A member of the Board who is an employee of the Company or any parent or subsidiary of the Company (an "***Affiliate***") who subsequently terminates their employment with the Company and all Affiliates but remains on the Board will not receive an Initial Option Award under this Policy. However, to the extent that such Board member is otherwise eligible, the Board member will be eligible to receive Annual Option Awards after the termination of their employment with the Company and all Affiliates.

Exercise Price. Any Options granted pursuant to this Policy will have an exercise price equal to the fair market value on the date of grant as determined by the Board in compliance with the Equity Plan and applicable law.

3. **Expenses**.

Non-Employee Directors will be reimbursed for ordinary, necessary, and reasonable out-of-pocket travel expenses to cover in-person attendance at, and participation in, Board and committee meetings; provided, that the Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's travel and expense policy, as in effect from time to time.

4. **Miscellaneous**.

The rights, benefits or interests an eligible Non-Employee Director may have under this Policy are not assignable or transferable and shall not be subject in any manner to alienation, sale or any encumbrances, liens, levies, attachments, pledges, charges or other legal process of the Non-Employee Director or his or her creditors. Furthermore, this Policy is intended to comply with applicable legal and stock exchange requirements and shall be interpreted and operated accordingly.

The adoption and maintenance of this Policy shall not be deemed to be a contract between the Company and any Non-Employee Director to retain his or her position as a Non-Employee Director of the Company.

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ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
NOTICE OF CONTINGENT GRANT OF NONQUALIFIED STOCK OPTION

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Optionee, as identified below, an Option Right (the "***Option***") to purchase the number of shares of Common Stock set forth below. The Option is subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***"), as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Nonqualified Stock Option Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Optionee) is subject to receipt of stockholder approval of the issue of the Option to Optionee in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the Option for purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and the Agreement and the Option award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and the Plan, the terms of the Plan will control.

Optionee:	Wayne Paterson
Type of Grant:	Nonqualified Option Right
Date of Contingent Grant:	September 13, 2026
Shares subject to Option:	1,200,000 shares of Common Stock
Option Price (per share):	$8.35
Vesting Schedule:	One-fourth of the shares of Common Stock subject to the Option shall vest and become exercisable on each of the first four anniversaries of the Date of Contingent Grant (each, a "***Vesting Date***"), subject to Optionee remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date.

By the Company's and Optionee's signatures to the Agreement, the Company and Optionee agree that the Option is governed by the Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Optionee acknowledges receipt of copies of the Plan and the Agreement, represents that Optionee has read and is familiar with their provisions, and hereby accepts the Option subject to all of their terms and conditions.

The Company has caused the Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Nonqualified Stock Option Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Optionee, as referenced in the Notice of Contingent Grant (the "***Notice***"), to which this Nonqualified Stock Option Agreement (this "***Agreement***") is attached, on a contingent basis, an option to purchase the number of shares of Common Stock indicated in the Notice (the "***Option***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Optionee) is subject to receipt of stockholder approval of the issue of the Option to the Optionee in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the Option for purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the Option award hereunder will be deemed cancelled and of no further force or effect.

1. Grant of Option. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company has granted to Optionee, as of the Date of Contingent Grant, an Option to purchase the number of shares of Common Stock set forth in the Notice at the Option Price specified therein. The Option Price represents at least the Market Value per Share on the Date of Contingent Grant. The Option is intended to be a nonqualified stock option for U.S. tax purposes.

2. Option Not Transferrable. Optionee's right to the Option shall not be transferable by Optionee except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the Option or the underlying shares of Common Stock.

3. Vesting of Option. Except as otherwise provided herein, the Option shall vest and become exercisable ("***Vest***," or "***Vested***") as set forth in the Notice if Optionee remains continuously employed by the Company or a Subsidiary in accordance with the Vesting Schedule set forth in the Notice (the period from the Date of Contingent Grant until the last Vesting Date of the Vesting Schedule, the "***Vesting Period***"). Any portion of the Option that does not so become Vested will be forfeited, including, except as provided in Section 4 below, if Optionee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of Optionee's employment relationship, as applicable, with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of a transfer of employment among the Company and its Subsidiaries or if Optionee is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of Option. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the exercise and payment provisions of Section 6 hereof, to the extent the Option has not been forfeited pursuant to Section 5 hereof, the Option will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Optionee's employment with the Company or any Subsidiary terminates due to Optionee's death or Permanent Disability, then any portion of the Option that has not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Optionee has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Termination without Cause or for Good Reason. If the Company terminates Optionee's employment with the Company or any Subsidiary other than for Cause (as defined in Section 4(d)), death or Permanent Disability or Optionee terminates his employment with the Company for Good Reason (as defined in Section 4(d)), then a pro rata portion of the shares of Common Stock subject to the Option shall Vest and become exercisable, with such pro rata portion determined by multiplying (i) the total number of shares of Common Stock subject to the Option evidenced under this Agreement by (ii) a fraction, the numerator of which is the number of calendar days that shall have elapsed from the Date of Contingent Grant until the date of such termination and the denominator of which is the number of calendar days in the full vesting period, and subtracting from such amount the number of shares of Common Stock subject to the Option (if any) that previously Vested.

(c) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Contingent Grant and ends on the final Vesting Date (such period, the "***Restriction Period***") while Optionee is an employee of the Company or a Subsidiary, any portion of the Option that remains outstanding and has not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the Option is provided to Optionee.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of a stock option, (B) that has a value at least equal to the value of the Option, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Optionee is subject to U.S. federal income tax under the Code, are not less favorable to Optionee than the tax consequences of the Option, (E) that Vests in full upon a termination of Optionee's employment with the Company or the Successor without Cause by the Company or the Successor or for Good Reason by Optionee within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Optionee than the terms and conditions of the Option (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the Option or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Option if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding portion of the Option which at the time of the Change in Control is not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

(d) Definitions. For purposes of this Section 4:

(i) "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Optionee: (A) any intentional act of fraud, embezzlement or theft in connection with Optionee's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Optionee's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Optionee will be deemed "intentional" unless done or omitted to be done by Optionee not in good faith and without reasonable belief that Optionee's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Optionee who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(ii) "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Optionee attached to Optionee's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Optionee's principal office immediately prior to the Change in Control, or a material reduction in Optionee's remuneration upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Optionee gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Optionee's employment is terminated within 30 days thereafter.

5. Right To Exercise; Termination of the Option. Any portion of the Option that becomes Vested in accordance with Section 3 or Section 4 shall remain exercisable until, and shall terminate on, the earliest of the following dates:

(a) Ninety (90) days after any termination of Optionee's employment, including a Qualifying Termination in connection with a Change in Control, unless such termination of employment (i) is due to Optionee's death or Permanent Disability as described in Section 4(a) or (ii) is a result of a termination for Cause as defined in Section 4(b)(iii);

(b) One (1) year after Optionee's death if such death occurs while Optionee is employed by the Company or any Subsidiary;

(c) One (1) year after Optionee's termination of employment due to Permanent Disability;

(d) The date of termination of Optionee's employment by the Company or any Subsidiary for Cause; or

(e) Ten (10) years from the Date of Contingent Grant.

For the avoidance of doubt, any portion of the Option that remains outstanding, whether or not Vested, will terminate immediately on the tenth anniversary of the Date of Contingent Grant. Further, notwithstanding the foregoing, in the event that any portion of the Option becomes Vested in accordance with Section 3 or Section 4 prior to the approval of the issue of the Option by the Company's stockholders, such portion of the Option will not be exercisable unless and until such approval is obtained.

6. Exercise and Payment of Option. To the extent exercisable, the Option may be exercised in whole or in part from time to time and will be settled in Common Stock by Optionee giving written notice to the Company at its principal office specifying the number of shares of Common Stock for which the Option is to be exercised and paying the aggregate Option Price for such Common Stock. Payment of the Option Price by Optionee shall be (a) in cash, by check acceptable to the Company or by wire transfer of immediately available funds, (b) subject to any conditions or limitations established by the Board or the Committee, by the withholding of Common Stock otherwise issuable upon exercise of the Option pursuant to a "net exercise" arrangement, (c) by a combination of such methods of payment, or (d) by such other methods as may be approved by the Board or the Committee.

7. No Dividend Equivalents. Optionee shall not be entitled to dividends or dividend equivalents with respect to the Option or the Common Stock underlying the Option until such Common Stock is issued after the exercise of the Option (or portion thereof).

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Optionee acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Optionee's Option, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the Option covered by this Agreement, Optionee (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Optionee is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Optionee of any such amounts, including from Optionee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Optionee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Optionee's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue the Option or any shares of Common Stock underlying the Option if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the Option and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Optionee that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company or any Subsidiary is required to withhold federal, state, local or foreign taxes or other amounts in connection with Optionee's right to receive Common Stock under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock (or the realization of any other benefit provided for under this Agreement) that Optionee make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Optionee may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Optionee may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Optionee's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Optionee fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Optionee is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Optionee is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Optionee under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Optionee's income.

12. Rights as a Stockholder. Optionee will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Optionee at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Optionee under this Agreement or the Plan will not be taken into account in determining any benefits to which Optionee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Optionee and Optionee's award of the Option may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Optionee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Optionee's country or elsewhere, including the United States of America. Optionee consents to the processing of information relating to Optionee and Optionee's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Optionee with respect to the Common Stock or other securities covered by this Agreement without Optionee's consent. Notwithstanding the foregoing, the limitation requiring the consent of Optionee to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Option and Optionee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request Optionee's consent to participate in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

20. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Optionee agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Optionee based on or arising out of this Agreement and Optionee hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Optionee; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

21. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Optionee, and the successors and assigns of the Company.

This Agreement is executed by the Company on this 19th day of October, 2026.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ John Seaberg

The undersigned Optionee hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the Option and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ Wayne Paterson
Optionee

Date: Oct 19, 2026

Exhibit 10.20

ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
NOTICE OF CONTINGENT GRANT OF NONQUALIFIED STOCK OPTION

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Optionee, as identified below, an Option Right (the "***Option***") to purchase the number of shares of Common Stock set forth below. The Option is subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***"), as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Nonqualified Stock Option Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Optionee) is subject to receipt of stockholder approval of the issue of the Option to Optionee in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the Option for purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then the Notice and the Agreement and the Option award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and the Plan, the terms of the Plan will control.

Optionee:	David St Denis
Type of Grant:	Nonqualified Option Right
Date of Contingent Grant:	September 13, 2026
Shares subject to Option:	414,000 shares of Common Stock
Option Price (per share):	$8.35
Vesting Schedule:	One-fourth of the shares of Common Stock subject to the Option shall vest and become exercisable on each of the first four anniversaries of the Date of Contingent Grant (each, a "***Vesting Date***"), subject to Optionee remaining in the continuous employment of the Company or a Subsidiary on each such Vesting Date.

By the Company's and Optionee's signatures to the Agreement, the Company and Optionee agree that the Option is governed by the Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Optionee acknowledges receipt of copies of the Plan and the Agreement, represents that Optionee has read and is familiar with their provisions, and hereby accepts the Option subject to all of their terms and conditions.

The Company has caused the Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Nonqualified Stock Option Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Optionee, as referenced in the Notice of Contingent Grant (the "***Notice***"), to which this Nonqualified Stock Option Agreement (this "***Agreement***") is attached, on a contingent basis, an option to purchase the number of shares of Common Stock indicated in the Notice (the "***Option***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement, and stockholder approval as set forth in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Optionee) is subject to receipt of stockholder approval of the issue of the Option to the Optionee in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the Option for purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders, then this Agreement and the Option award hereunder will be deemed cancelled and of no further force or effect.

1. Grant of Option. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company has granted to Optionee, as of the Date of Contingent Grant, an Option to purchase the number of shares of Common Stock set forth in the Notice at the Option Price specified therein. The Option Price represents at least the Market Value per Share on the Date of Contingent Grant. The Option is intended to be a nonqualified stock option for U.S. tax purposes.

2. Option Not Transferrable. Optionee's right to the Option shall not be transferable by Optionee except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the Option or the underlying shares of Common Stock.

3. Vesting of Option. Except as otherwise provided herein, the Option shall vest and become exercisable ("***Vest***," or "***Vested***") as set forth in the Notice if Optionee remains continuously employed by the Company or a Subsidiary in accordance with the Vesting Schedule set forth in the Notice (the period from the Date of Contingent Grant until the last Vesting Date of the Vesting Schedule, the "***Vesting Period***"). Any portion of the Option that does not so become Vested will be forfeited, including, except as provided in Section 4 below, if Optionee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of Optionee's employment relationship, as applicable, with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of a transfer of employment among the Company and its Subsidiaries or if Optionee is absent on leave approved by a duly constituted officer of the Company or its subsidiaries.

4. Alternative Vesting of Option. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the exercise and payment provisions of Section 6 hereof, to the extent the Option has not been forfeited pursuant to Section 5 hereof, the Option will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Optionee's employment with the Company or any Subsidiary terminates due to Optionee's death or Permanent Disability, then any portion of the Option that has not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Optionee has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Contingent Grant and ends on the final Vesting Date (such period, the "***Restriction Period***") while Optionee is an employee of the Company or a Subsidiary, any portion of the Option that remains outstanding and has not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the Option is provided to Optionee.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of a stock option, (B) that has a value at least equal to the value of the Option, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Optionee is subject to U.S. federal income tax under the Code, are not less favorable to Optionee than the tax consequences of the Option, (E) that Vests in full upon a termination of Optionee's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor or for Good Reason (as defined in Section 4(b)(iv)) by Optionee within a period of two years after the Change in Control (each such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Optionee than the terms and conditions of the Option (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the Option or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Option if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Optionee: (A) any intentional act of fraud, embezzlement or theft in connection with Optionee's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Optionee's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Optionee will be deemed "intentional" unless done or omitted to be done by Optionee not in good faith and without reasonable belief that Optionee's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Optionee who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) For purposes of Section 4(b)(ii), "***Good Reason***" means "Good Reason" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Contingent Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Contingent Grant (or such employment agreement does not define "Good Reason"), then "Good Reason" means a material reduction in the nature or scope of the responsibilities, authorities or duties of Optionee attached to Optionee's position held immediately prior to the Change in Control, a change of more than 60 miles in the location of Optionee's principal office immediately prior to the Change in Control, or a material reduction in Optionee's base salary upon or after the Change in Control; provided, that, no later than 90 days following an event constituting Good Reason, Participant gives notice to the Successor of the occurrence of such event, the Successor fails to cure the event within 30 days following the receipt of such notice, and Participant's employment is terminated within 30 days thereafter.

(v) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding portion of the Option which at the time of the Change in Control is not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Right To Exercise; Termination of the Option. Any portion of the Option that becomes Vested in accordance with Section 3 or Section 4 shall remain exercisable until, and shall terminate on, the earliest of the following dates:

(a) Ninety (90) days after any termination of Optionee's employment, including a Qualifying Termination in connection with a Change in Control, unless such termination of employment (i) is due to Optionee's death or Permanent Disability as described in Section 4(a) or (ii) is a result of a termination for Cause as defined in Section 4(b)(iii);

(b) One (1) year after Optionee's death if such death occurs while Optionee is employed by the Company or any Subsidiary;

(c) One (1) year after Optionee's termination of employment due to Permanent Disability;

(d) The date of termination of Optionee's employment by the Company or any Subsidiary for Cause; or

(e) Ten (10) years from the Date of Contingent Grant.

For the avoidance of doubt, any portion of the Option that remains outstanding, whether or not Vested, will terminate immediately on the tenth anniversary of the Date of Contingent Grant. Further, notwithstanding the foregoing, in the event that any portion of the Option becomes Vested in accordance with Section 3 or Section 4 prior to the approval of the issue of the Option by the Company's stockholders, such portion of the Option will not be exercisable unless and until such approval is obtained.

6. Exercise and Payment of Option. To the extent exercisable, the Option may be exercised in whole or in part from time to time and will be settled in Common Stock by Optionee giving written notice to the Company at its principal office specifying the number of shares of Common Stock for which the Option is to be exercised and paying the aggregate Option Price for such Common Stock. Payment of the Option Price by Optionee shall be (a) in cash, by check acceptable to the Company or by wire transfer of immediately available funds, (b) subject to any conditions or limitations established by the Board or the Committee, by the withholding of Common Stock otherwise issuable upon exercise of the Option pursuant to a "net exercise" arrangement, (c) by a combination of such methods of payment, or (d) by such other methods as may be approved by the Board or the Committee.

7. No Dividend Equivalents. Optionee shall not be entitled to dividends or dividend equivalents with respect to the Option or the Common Stock underlying the Option until such Common Stock is issued after the exercise of the Option (or portion thereof).

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Optionee acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Optionee's Option, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the Option covered by this Agreement, Optionee (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Optionee is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Optionee of any such amounts, including from Optionee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Optionee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Optionee's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue the Option or any shares of Common Stock underlying the Option if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the Option and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Optionee that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company or any Subsidiary is required to withhold federal, state, local or foreign taxes or other amounts in connection with Optionee's right to receive Common Stock under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock (or the realization of any other benefit provided for under this Agreement) that Optionee make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Optionee may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Optionee may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Optionee's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Optionee fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Optionee is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Optionee is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Optionee under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Optionee's income.

12. Rights as a Stockholder. Optionee will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Optionee at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Optionee under this Agreement or the Plan will not be taken into account in determining any benefits to which Optionee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Optionee and Optionee's award of the Option may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Optionee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Optionee's country or elsewhere, including the United States of America. Optionee consents to the processing of information relating to Optionee and Optionee's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Optionee with respect to the Common Stock or other securities covered by this Agreement without Optionee's consent. Notwithstanding the foregoing, the limitation requiring the consent of Optionee to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Option and Optionee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request Optionee's consent to participate in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

20. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Optionee agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Optionee based on or arising out of this Agreement and Optionee hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Optionee; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

21. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Optionee, and the successors and assigns of the Company.

This Agreement is executed by the Company on this 19th day of October, 2026.

ANTERIS TECHNOLOGIES GLOBAL CORP.

By: /s/ Wayne Paterson

The undersigned Optionee hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the Option and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

/s/ David St Denis

Optionee

Date: Oct 20, 2026

Exhibit 10.21

NOTICE OF CONTINGENT GRANT
PERFORMANCE-BASED RESTRICTED STOCK UNITS
ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Participant, as identified below, the number of performance-based Restricted Stock Units (the "***PSUs***", and each such unit, a "***PSU***") set forth below. The PSUs are subject to all of the terms and conditions as set forth in this Notice of Contingent Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Performance-Based Restricted Stock Unit Agreement (the "***Agreement***"), both of which are incorporated herein in their entirety and provided to Participant with this Notice and attached hereto, respectively. Notwithstanding the foregoing, the effectiveness of the provisions of this Notice and Agreement (and any corresponding benefits to Participant) is subject to and contingent on stockholder approval of the issue of the PSUs to Participant in accordance with the requirements of the Australian Securities Exchange ("***ASX***") Listing Rules ("***ASX Listing Rules***"), including for the purposes of ASX Listing Rule 10.14. For the purpose of clarity, if stockholders of the Company do not approve the issue of the PSUs for the purposes of ASX Listing Rule 10.14 at the applicable meeting of the Company's stockholders ("***Stockholder Approval***"), then the Notice and Agreement and the PSU award thereunder will be of no further force or effect. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the award and the Plan, the terms of the Plan will control.

Participant:	_____
Date of Contingent Grant:	_____ (the "***Date of Contingent Grant****")*
Target Number of PSUs:	_____
Performance Period:	The five-year period commencing on the Date of Contingent Grant
Vesting Terms:	Subject to the terms and conditions set forth in the Agreement and in the Statement of Management Objectives delivered to Participant in connection with the award, the PSUs shall become earned to the extent that the Management Objectives for the PSUs are achieved, as set forth or contemplated in the Statement of Management Objectives, provided (except as otherwise provided in the Agreement) that the Participant has remained in continuous employment with the Company or a Subsidiary through the date on which such PSUs become earned. Any fractional shares will be rounded down to the nearest whole share and will vest with the next vesting installment (if applicable) and subject to the terms and conditions set forth in the Agreement.

Dividend Equivalents:	Dividend equivalents with respect to the PSUs will be accumulated for the benefit of Participant if and when regular cash dividends are declared and credited in the form of additional PSUs in accordance with Section 6 of the Agreement, and will be paid in shares of Common Stock to Participant upon any settlement of the PSUs.

By the Company's and Participant's signatures to the Agreement, the Company and Participant agree that the PSUs are governed by this Notice and by the provisions of the Plan and the Agreement, both of which are made a part of this document. Participant acknowledges receipt of copies of the Plan and the Agreement, represents that Participant has read and is familiar with their provisions, and hereby accepts the PSUs subject to all of their terms and conditions.

The Company has caused this Notice and the Agreement to be effective as of the Date of Contingent Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Performance-Based Restricted Stock Unit Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Participant, as named in the Notice of Contingent Grant (the "***Notice***"), to which this Performance-Based Restricted Stock Unit Agreement (this "***Agreement***") is attached, on a contingent basis, a performance-based Restricted Stock Unit award (the "***PSUs***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, this Agreement and Stockholder Approval (as defined in the Notice), for the number of PSUs indicated in the Notice. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

Notwithstanding anything to the contrary in this Agreement, the effectiveness of the provisions of this Agreement (and any corresponding benefits to Participant) is subject to and contingent on receipt of Stockholder Approval of the issue of the PSUs to the Participant in accordance with the requirements of the ASX Listing Rules, including ASX Listing Rule 10.14. For the purpose of clarity, if Stockholder Approval of the issue of the PSUs for the purposes of ASX Listing Rule 10.14 is not obtained, then this Agreement and the PSUs hereunder will be deemed cancelled and of no further force or effect.

1. Payment of PSUs. The PSUs will become payable if, during the Performance Period, Participant's right to receive payment for the PSUs becomes nonforfeitable ("***Vest***," "***Vesting***" or "***Vested***") in accordance with the Statement of Management Objectives.

2. PSUs Not Transferrable. Participant's right to the PSUs shall not be transferable by Participant except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the PSUs or the underlying shares of Common Stock.

3. Vesting of PSUs. Subject to the terms and conditions of this Agreement, the PSUs will Vest in accordance with the Statement of Management Objectives.

4. Forfeiture of PSUs. Any PSUs that have not Vested pursuant to Section 3 by the end of the Performance Period will be forfeited automatically and without further notice on such date (or earlier if, and on such date that, Participant ceases to be an employee of the Company or a Subsidiary prior to the end of the Performance Period for any reason other than as described in the Statement of Management Objectives).

5. Form and Time of Payment of PSUs. Payment for Vested PSUs will be made in shares of Common Stock (with one share of Common Stock being paid for each nonforfeitable PSU) as soon as practicable following the date on which such PSUs become Vested. Notwithstanding the foregoing, in the event any PSUs Vest prior to Stockholder Approval of the issue of PSUs, then payment for such PSUs will be contingent upon such Stockholder Approval and (to the extent such Stockholder Approval is obtained) shall be made as soon as practicable following the date of such Stockholder Approval. In all events, payment for Vested PSUs will be made within the short-term deferral period for purposes of Section 409A of the Code.

6. Dividend Equivalents. Following the Date of Contingent Grant, on the date that the Company pays a cash dividend (if any) to holders of Common Stock generally, Participant shall be entitled to a number of additional PSUs determined by dividing (i) the product of (x) the dollar amount of the cash dividend paid per share of Common Stock on such date and (y) the total number of PSUs (including dividend equivalents paid thereon) previously credited to Participant as of such date, by (ii) the Market Value per Share of the Common Stock on such date. Such dividend equivalents (if any) shall be subject to the same terms and conditions and shall be paid, in the aggregate rounded down to the nearest whole number, or forfeited in the same manner and at the same time as the PSUs to which the dividend equivalents were credited.

7. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Participant acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Participant's PSUs, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the PSUs covered by this Agreement, Participant (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Participant is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Participant of any such amounts, including from Participant's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (i) prevents Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (ii) limits Participant's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or the Sarbanes-Oxley Act of 2002).

8. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue any PSUs or shares of Common Stock underlying the PSUs if the issuance or payment thereof would result in violation of any such law.

9. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the PSUs and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Participant that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

10. Withholding Taxes. If the Company is required to withhold federal, state, local or foreign taxes or other amounts in connection with Participant's right to receive Common Stock or cash under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock or cash (or the realization of any other benefit provided for under this Agreement) that Participant make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Participant may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Participant may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Participant's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Participant's benefit is to be received in the form of Common Stock, and Participant fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 10 to the contrary, if at any time (a) Participant is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Participant is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Participant under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Participant's income.

11. Rights as a Stockholder. Participant will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

12. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Participant at any time.

13. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

14. Relation to Other Benefits. Any economic or other benefit to Participant under this Agreement or the Plan will not be taken into account in determining any benefits to which Participant may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

15. Processing of Information. Information about Participant and Participant's award of PSUs may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Participant understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Participant's country or elsewhere, including the United States of America. Participant consents to the processing of information relating to Participant and Participant's receipt of the shares of Common Stock in any one or more of the ways referred to above.

16. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Participant with respect to the Common Stock or other securities covered by this Agreement without Participant's consent. Notwithstanding the foregoing, the limitation requiring the consent of Participant to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

17. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

18. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Participant agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Participant based on or arising out of this Agreement and Participant hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Participant; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the PSUs and Participant's participation in the Plan, or future awards that may be granted 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, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

20. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Participant, and the successors and assigns of the Company.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.

22. Compliance with Section 409A of the Code. To the extent applicable, it is intended that this Agreement and the Plan comply with (or be exempt from) the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) of the Code do not apply to Participant. This Agreement and the Plan will be administered in a manner consistent with this intent, and any provision that would cause the Agreement or the Plan to fail to satisfy Section 409A of the Code shall have no force and effect until amended to comply with Section 409A of the Code (which amendment may be retroactive to the extent permitted by Section 409A of the Code and may be made by the Company without the consent of Participant).

The undersigned Participant hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the PSUs and the shares of Common Stock or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

_____

Participant

Date: _____

This Agreement is executed by the Company on this ___ day of _____, ____.

Anteris Technologies Global Corp.

By: _____

STATEMENT OF MANAGEMENT OBJECTIVES FOR PERFORMANCE-BASED RESTRICTED STOCK UNITS

This Statement of Management Objectives applies to the PSUs granted to the Participant on the Date of Contingent Grant and applies with respect to the Notice of Contingent Grant and Performance-Based Restricted Stock Units Agreement between the Company and the Participant (collectively, the "***Agreement***"). Capitalized terms used in the Agreement that are not specifically defined in this Statement of Management Objectives have the meanings assigned to them in the Agreement or, if not defined therein, in the Plan.

1. The actual number of shares of Common Stock delivered to the Participant in settlement of the PSUs earned under the Agreement will be determined based on actual performance results as described below.

2. A number of PSUs will vest as set forth in the table below based on the achievement of certain stock price hurdles as set forth below (each, a "***Stock Price Hurdle***") during the Performance Period:

Stock Price Hurdle ($)	**Percentage of PSUs that Vest (Cumulative)**
$20.50	30%
$41.00	60%
$61.50	100%

A Stock Price Hurdle will be deemed achieved if the volume-weighted average of the trading price of the Common Stock over any 60 trading-day period (the "***VWAP***") beginning on or after the Date of Contingent Grant ending on or prior to the last day of the Performance Period meets or exceeds the applicable Stock Price Hurdle. In the event a portion of the PSUs vest upon the attainment of a lower Stock Price Hurdle and then a higher Stock Price Hurdle is later obtained, only the incremental PSUs shall vest. For example, if the Stock Price Hurdle of $20.50 is obtained and 30% of the PSUs vest, and later the Stock Price Hurdle of $41.00 is obtained, an additional 30% of the PSUs shall vest. For the avoidance of doubt, in no event will the Participant become vested in more than 100% of the PSUs. Except as set forth in Sections 3 and 4 below, there will be no linear interpolation between Stock Price Hurdles, and each Stock Price Hurdle set forth above must be attained before the incremental PSUs associated with such Stock Price Hurdle vest.

Any PSUs that have not vested pursuant to the terms of this Agreement (including as a result of not attaining the relevant Stock Price Hurdles (set forth above)) on or prior to the last trading day of the Performance Period (or the date of a Change in Control or the date of termination of Participant's employment due to death or Permanent Disability (as defined below), as applicable) shall be forfeited on such date for no consideration.

3. In the event of a Change in Control (as defined in the Plan), any unvested PSUs will vest as follows upon the date of such Change in Control based upon the Deal Price. "***Deal Price***" shall mean the per share consideration or transaction price of the Common Stock that is being received by stockholders in connection with such Change in Control, without the application of any VWAP, as determined by the Committee (as constituted immediately prior to the Change in Control) in its reasonable discretion (or, in the event of a Change in Control with no transaction price or consideration, the VWAP ending on the last trading day immediately prior to the date of such Change in Control). If the Deal Price is less than the lowest Stock Price Hurdle of $20.50, none of the then-unvested PSUs shall vest. If the Deal Price is equal to or greater than $20.50 but less than $61.50, the number of PSUs that will vest will be determined based on linear interpolation between the two applicable Stock Price Hurdles (minus any PSUs that previously vested in accordance with the terms of the Agreement prior to the date of the Change in Control). If the Deal Price is equal to or greater than $61.50, all then-unvested PSUs shall vest in full.

4. In the event of the termination of Participant's employment due to death or Permanent Disability, any unvested PSUs will vest as follows upon the date of such termination based on the VWAP for the 60-day trading period ending on the date of such termination (or the immediately preceding trading day in the event such termination does not occur on a trading day) (the "***Termination VWAP***"). If the Termination VWAP is less than the lowest Stock Price Hurdle of $20.50, none of the then-unvested PSUs shall vest. If the Termination VWAP is equal to or greater than $20.50 but less than $61.50, the number of PSUs that will vest will be determined based on linear interpolation between the two applicable Stock Price Hurdles (minus any PSUs that previously vested in accordance with the terms of the Agreement prior to the date of Participant's termination of employment due to death or Permanent Disability). If the Termination VWAP is equal to or greater than $61.50, all then-unvested PSUs shall vest in full. For purposes hereof, "***Permanent Disability***" means that Participant has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code. In the event of a termination of Participant's employment with the Company or a Subsidiary for any reason other than those set forth in this Section 4, any unvested PSUs shall be immediately forfeited. For purposes hereof, the continuous employment of Participant with the Company or a Subsidiary will not be deemed to have been interrupted, and Participant will not be deemed to have ceased to be an employee of the Company or a Subsidiary, by reason of the transfer of Participant's employment among the Company and its Subsidiaries or if Participant is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
NOTICE OF GRANT OF NONQUALIFIED STOCK OPTION

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Optionee (as identified in EquatePlus, the Company's equity administration platform ("***EquatePlus***")), an Option Right (the "***Option***") to purchase the number of shares of Common Stock specified for such Participant in EquatePlus. The Option is subject to all of the terms and conditions as set forth in this Notice of Grant (together with the grant information contained in EquatePlus, the "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Nonqualified Stock Option Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and the Plan, the terms of the Plan will control.

Type of Grant:	Nonqualified Option Right
Date of Grant:	The grant date specified in EquatePlus
Option Price (per share):	The per-share exercise price specified in EquatePlus
Vesting Schedule:	One-third of the shares of Common Stock subject to the Option shall vest and become exercisable on each of the first three anniversaries of the Date of Grant, subject to Optionee remaining in the continuous employment of the Company or a Subsidiary on each such vesting date.

By accepting the Option electronically through EquatePlus, Optionee agrees that the Option is governed by the Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Optionee acknowledges receipt of copies of the Plan and the Agreement, represents that Optionee has read and is familiar with their provisions, and hereby accepts the Option subject to all of their terms and conditions.

The Company has caused the Notice and the Agreement to be effective as of the Date of Grant.

ANTERIS TECHNOLOGIES GLOBAL CORP.

Nonqualified Stock Option Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Optionee, as referenced in the Notice of Grant (including the grant information contained in EquatePlus referenced therein, the "***Notice***"), to which this Nonqualified Stock Option Agreement (this "***Agreement***") is attached, an option to purchase the number of shares of Common Stock indicated in the Notice (the "***Option***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, and this Agreement. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

1. Grant of Option. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company has granted to Optionee, as of the Date of Grant, an Option to purchase the number of shares of Common Stock set forth in the Grant Notice at the Option Price specified therein. The Option Price represents at least the Market Value per Share on the Date of Grant. The Option is intended to be a nonqualified stock option for U.S. tax purposes.

2. Option Not Transferrable. Optionee's right to the Option shall not be transferable by Optionee except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the Option or the underlying shares of Common Stock.

3. Vesting of Option. Except as otherwise provided herein, the Option shall vest and become exercisable ("***Vest***," or "***Vested***") as set forth in the Grant Notice if Optionee remains continuously employed by the Company or a Subsidiary in accordance with the Vesting Schedule set forth in the Grant Notice (the period from the Date of Grant until the last vesting date of the Vesting Schedule, the "***Vesting Period***"). Any portion of the Option that does not so become Vested will be forfeited, including, except as provided in Section 4 below, if Optionee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of Optionee's employment relationship, as applicable, with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of a transfer of employment among the Company and its Subsidiaries or if Optionee is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of Option. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the exercise and payment provisions of Section 6 hereof, to the extent the Option has not been forfeited pursuant to Section 5 hereof, the Option will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Optionee's employment with the Company or any Subsidiary terminates due to Optionee's death or Permanent Disability, then any portion of the Option that has not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Optionee has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Optionee is an employee of the Company or a Subsidiary, any portion of the Option that remains outstanding and has not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the Option is provided to Optionee.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of a stock option, (B) that has a value at least equal to the value of the Option, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Optionee is subject to U.S. federal income tax under the Code, are not less favorable to Optionee than the tax consequences of the Option, (E) that Vests in full upon a termination of Optionee's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor within a period of two years after the Change in Control (such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Optionee than the terms and conditions of the Option (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the Option or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Option if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Optionee: (A) any intentional act of fraud, embezzlement or theft in connection with Optionee's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Optionee's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Optionee will be deemed "intentional" unless done or omitted to be done by Optionee not in good faith and without reasonable belief that Optionee's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Optionee who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding portion of the Option which at the time of the Change in Control is not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Right To Exercise; Termination of the Option. Any portion of the Option that becomes Vested in accordance with Section 3 or Section 4 shall remain exercisable until, and shall terminate on, the earliest of the following dates:

(a) Ninety (90) days after any termination of Optionee's employment, including a Qualifying Termination in connection with a Change in Control, unless such termination of employment (i) is due to Optionee's death or Permanent Disability as described in Section 4(a) or (ii) is a result of a termination for Cause as defined in Section 4(b)(iii);

(b) One (1) year after Optionee's death if such death occurs while Optionee is employed by the Company or any Subsidiary;

(c) One (1) year after Optionee's termination of employment due to Permanent Disability;

(d) The date of termination of Optionee's employment by the Company or any Subsidiary for Cause; or

(e) Ten (10) years from the Date of Grant.

For the avoidance of doubt, any portion of the Option that remains outstanding, whether or not Vested, will terminate immediately on the tenth anniversary of the Date of Grant.

6. Exercise and Payment of Option. To the extent exercisable, the Option may be exercised in whole or in part from time to time and will be settled in Common Stock by Optionee giving written notice to the Company at its principal office specifying the number of shares of Common Stock for which the Option is to be exercised and paying the aggregate Option Price for such Common Stock. Payment of the Option Price by Optionee shall be (a) in cash, by check acceptable to the Company or by wire transfer of immediately available funds, (b) subject to any conditions or limitations established by the Board or the Committee, by the withholding of Common Stock otherwise issuable upon exercise of the Option pursuant to a "net exercise" arrangement, (c) by a combination of such methods of payment, or (d) by such other methods as may be approved by the Board or the Committee.

7. No Dividend Equivalents. Optionee shall not be entitled to dividends or dividend equivalents with respect to the Option or the Common Stock underlying the Option until such Common Stock is issued after the exercise of the Option (or portion thereof).

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Optionee acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Optionee's Option, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the Option covered by this Agreement, Optionee (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Optionee is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Optionee of any such amounts, including from Optionee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) If the Company determines reasonably and in good faith that the Optionee has received payments in settlement or otherwise in respect of the Options based on an administrative error, Optionee acknowledges and agrees that the Company may take reasonable efforts to correct such error, including without limitation, seeking repayment from Optionee of any amounts received by Optionee as a result of such error. Optionee further agrees to cooperate in good faith with the Company in correcting any such error and in making any such repayment.

(c) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Optionee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Optionee's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws, including any applicable laws of Australia; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue the Option or any shares of Common Stock underlying the Option if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of shares of Common Stock covered by the Option and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Optionee that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company or any Subsidiary is required to withhold federal, state, local or foreign taxes or other amounts in connection with Optionee's right to receive Common Stock under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such Common Stock (or the realization of any other benefit provided for under this Agreement) that Optionee make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Optionee may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Optionee may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the shares of Common Stock provided for under this Agreement or by Optionee's surrender of a portion of the shares of Common Stock that he or she has owned. In no event, however, will the Company accept shares of Common Stock for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Optionee fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold shares of Common Stock having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Optionee is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Optionee is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold shares of Common Stock otherwise payable to Optionee under this award in order to satisfy such withholding, with the number of shares of Common Stock withheld having a value equal to the amount required to be withheld. The shares of Common Stock used for tax withholding will be valued at an amount equal to the fair market value of such shares of Common Stock on the date the applicable benefit is to be included in Optionee's income.

12. Rights as a Stockholder. Optionee will not have any rights as a Stockholder with respect to any Common Stock granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such Common Stock upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Optionee at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Optionee under this Agreement or the Plan will not be taken into account in determining any benefits to which Optionee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Optionee and Optionee's award of the Option may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Optionee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Optionee's country or elsewhere, including the United States of America. Optionee consents to the processing of information relating to Optionee and Optionee's receipt of the shares of Common Stock in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Optionee with respect to the Common Stock or other securities covered by this Agreement without Optionee's consent. Notwithstanding the foregoing, the limitation requiring the consent of Optionee to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Option and Optionee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request Optionee's consent to participate in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

20. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Optionee agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Optionee based on or arising out of this Agreement and Optionee hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Optionee; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

21. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Optionee, and the successors and assigns of the Company.

Exhibit 10.23

ANTERIS TECHNOLOGIES GLOBAL CORP. EQUITY INCENTIVE PLAN
NOTICE OF GRANT OF NONQUALIFIED STOCK OPTION

Anteris Technologies Global Corp., a Delaware corporation (the "***Company***"), has awarded to Optionee, as identified below, an Option Right (the "***Option***") to purchase the number of CHESS Depositary Interests ("***CDIs***") set forth below. The Option is subject to all of the terms and conditions as set forth in this Notice of Grant (this "***Notice***") as well as in the Company's Equity Incentive Plan (the "***Plan***") and the Nonqualified Stock Option Agreement (the "***Agreement***"), both of which are attached hereto and incorporated in their entirety. Capitalized terms not explicitly defined in this Notice but defined in the Plan or the Agreement will have the same definitions as in the Plan or the Agreement, as applicable. In the event of any conflict between the terms of the Agreement and the Plan, the terms of the Plan will control.

Optionee:	Matthew McDonnell
Type of Grant:	Nonqualified Option Right
Date of Grant:	September 13, 2026
Number of Shares Subject to the Option:	90,274
Option Price (per share):	A$11.40
Vesting Schedule:	One-third of the CDIs subject to the Option shall vest and become exercisable on each of the first three anniversaries of the Date of Grant, subject to Optionee remaining in the continuous employment of the Company or a Subsidiary on each such vesting date.

By the Company's and Optionee's signatures to the Agreement, the Company and Optionee agree that the Option is governed by this Notice and by the provisions of the Plan and the Agreement, both of which are attached to and made a part of this document. Optionee acknowledges receipt of copies of the Plan and the Agreement, represents that Optionee has read and is familiar with their provisions, and hereby accepts the Option subject to all of their terms and conditions.

The Company has caused the Notice and the Agreement to be effective as of the Date of Grant.

Notwithstanding any other provision of the Notice, the Plan or the Agreement, and irrespective of the Date of Grant and the date on which Optionee executes the Agreement, Optionee's acceptance of the Option will be deemed to occur on a non-revocable basis and Optionee will be deemed to have acquired the Option on the last day of the 14-day period following the date of distribution of the applicable grant materials (including the offer document).

ANTERIS TECHNOLOGIES GLOBAL CORP.

Nonqualified Stock Option Agreement

Anteris Technologies Global Corp. (the "***Company***"), has awarded Optionee, as named in the Notice of Grant (the "***Notice***"), to which this Nonqualified Stock Option Agreement (this "***Agreement***") is attached, an option to purchase the number of CDIs indicated in the Notice (the "***Option***") that is subject to the Company's Equity Incentive Plan (the "***Plan***"), the Notice, and this Agreement. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan will control. All terms used in this Agreement with initial capital letters that are defined in the Plan and not otherwise defined herein have the meanings assigned to them in the Plan.

1. Grant of Option. Subject to and upon the terms, conditions and restrictions set forth in this Agreement and in the Plan, the Company has granted to Optionee, as of the Date of Grant, an Option to purchase the number of CDIs set forth in the Grant Notice at the Option Price specified therein. The Option Price represents at least the Market Value per Share on the Date of Grant. The Option is intended to be a nonqualified stock option for U.S. tax purposes.

2. Option Not Transferrable. Optionee's right to the Option shall not be transferable by Optionee except by will or the laws of descent and distribution. Any purported transfer in violation of this Section 2 shall be null and void, and the purported transferee shall obtain no rights with respect to the Option or the underlying CDIs.

3. Vesting of Option. Except as otherwise provided herein, the Option shall vest and become exercisable ("***Vest***," or "***Vested***") as set forth in the Grant Notice if Optionee remains continuously employed by the Company or a Subsidiary in accordance with the Vesting Schedule set forth in the Grant Notice (the period from the Date of Grant until the last vesting date of the Vesting Schedule, the "***Vesting Period***"). Any portion of the Option that does not so become Vested will be forfeited, including, except as provided in Section 4 below, if Optionee ceases to be continuously employed by the Company or a Subsidiary prior to the end of the Vesting Period. For purposes of this Agreement, "continuous employment" (or substantially similar terms) means the absence of any interruption or termination of Optionee's employment relationship, as applicable, with the Company or a Subsidiary. Continuous employment shall not be considered interrupted or terminated in the case of a transfer of employment among the Company and its Subsidiaries or if Optionee is absent on leave approved by a duly constituted officer of the Company or its Subsidiaries.

4. Alternative Vesting of Option. Notwithstanding the provisions of Section 3 of this Agreement, and subject to the exercise and payment provisions of Section 6 hereof, to the extent the Option has not been forfeited pursuant to Section 5 hereof, the Option will Vest earlier than the time provided for in Section 3 under the following circumstances:

(a) Death or Permanent Disability. If Optionee's employment with the Company or any Subsidiary terminates due to Optionee's death or Permanent Disability, then any portion of the Option that has not yet Vested will immediately Vest in full. For purposes of this Agreement, "***Permanently Disabled***" or "***Permanent Disability***" means that Optionee has qualified for long-term disability benefits under a disability plan or program of the Company or a Subsidiary or, in the absence of a disability plan or program of the Company or a Subsidiary, under a government-sponsored disability program and is "disabled" within the meaning of Section 409A(a)(2)(C) of the Code.

(b) Change in Control.

(i) Upon the consummation of a Change in Control that occurs during the period that commences on the Date of Grant and ends on the third Vesting Date (such period, the "***Restriction Period***") while Optionee is an employee of the Company or a Subsidiary, any portion of the Option that remains outstanding and has not yet Vested as of such Change in Control will immediately Vest in full, except to the extent that a Replacement Award for the Option is provided to Optionee.

(ii) For purposes of this Agreement, a "***Replacement Award***" shall mean an award (A) of a stock option, (B) that has a value at least equal to the value of the Option, (C) that relates to publicly traded equity securities of the Company or its successor in the Change in Control (or another entity that is affiliated with the Company or its successor following the Change in Control) (the "***Successor***"), (D) the tax consequences of which, under the Code, if Optionee is subject to U.S. federal income tax under the Code, are not less favorable to Optionee than the tax consequences of the Option, (E) that Vests in full upon a termination of Optionee's employment with the Company or the Successor without Cause (as defined in Section 4(b)(iii)) by the Company or the Successor within a period of two years after the Change in Control (such termination event, a "***Qualifying Termination***"), and (F) the other terms and conditions of which are not less favorable to Optionee than the terms and conditions of the Option (including the provisions that would apply in the event of a subsequent Change in Control). A Replacement Award may be granted only to the extent it conforms to the requirements of Treasury Regulation 1.409A-3(i)(5)(iv)(B) or otherwise does not result in the Option or Replacement Award failing to comply with Section 409A of the Code. Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Option if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 4(b)(ii) are satisfied will be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(iii) For purposes of Section 4(b)(ii), "***Cause***" means "Cause" (or a term of substantively similar meaning) as defined in an individual employment agreement in effect as of the Date of Grant between Optionee and the Company or any Subsidiary or, if Optionee does not have an employment agreement as of the Date of Grant (or such employment agreement does not define "Cause"), then "Cause" means with respect to Optionee: (A) any intentional act of fraud, embezzlement or theft in connection with Optionee's duties with the Company, its Subsidiaries, or Successor, (B) any intentional wrongful disclosure of secret processes or confidential information of the Company, its Subsidiaries, or Successor, or (C) any intentional wrongful engagement in any competitive activity that would constitute a material breach of Optionee's duty of loyalty to the Company, its Subsidiaries, or Successor; provided, that, no act, or failure to act, on the part of Optionee will be deemed "intentional" unless done or omitted to be done by Optionee not in good faith and without reasonable belief that Optionee's action or omission was in or not opposed to the best interest of the Company, its Subsidiaries, or Successor; and further provided, that for any Optionee who is party to an individual severance or employment agreement with the Company or a Subsidiary defining Cause, "Cause" will have the meaning set forth in such agreement.

(iv) If a Replacement Award is provided, (A) the terms of the Replacement Award will govern the Vesting and payment of the Replacement Award and (B) notwithstanding anything in this Agreement to the contrary, any outstanding portion of the Option which at the time of the Change in Control is not subject to a "substantial risk of forfeiture" (within the meaning of Section 409A of the Code) will be deemed to be Vested at the time of such Change in Control.

5. Right To Exercise; Termination of the Option. Any portion of the Option that becomes Vested in accordance with Section 3 or Section 4 shall remain exercisable until, and shall terminate on, the earliest of the following dates:

(a) Ninety (90) days after any termination of Optionee's employment, including a Qualifying Termination in connection with a Change in Control, unless such termination of employment (i) is due to Optionee's death or Permanent Disability as described in Section 4(a) or (ii) is a result of a termination for Cause as defined in Section 4(b)(iii);

(b) One (1) year after Optionee's death if such death occurs while Optionee is employed by the Company or any Subsidiary;

(c) One (1) year after Optionee's termination of employment due to Permanent Disability;

(d) The date of termination of Optionee's employment by the Company or any Subsidiary for Cause; or

(e) Ten (10) years from the Date of Grant.

For the avoidance of doubt, any portion of the Option that remains outstanding, whether or not Vested, will terminate immediately on the tenth anniversary of the Date of Grant.

6. Exercise and Payment of Option. To the extent exercisable, the Option may be exercised in whole or in part from time to time and will be settled in CDIs by Optionee giving written notice to the Company at its principal office specifying the number of CDIs for which the Option is to be exercised and paying the aggregate Option Price for such CDIs. Payment of the Option Price by Optionee shall be (a) in cash, by check acceptable to the Company or by wire transfer of immediately available funds, (b) subject to any conditions or limitations established by the Board or the Committee, by the withholding of CDIs otherwise issuable upon exercise of the Option pursuant to a "net exercise" arrangement, (c) by a combination of such methods of payment, or (d) by such other methods as may be approved by the Board or the Committee.

7. No Dividend Equivalents. Optionee shall not be entitled to dividends or dividend equivalents with respect to the Option or the CDIs underlying the Option until such CDI is issued after the exercise of the Option (or portion thereof).

8. Compensation Recovery; Other Acknowledgements.

(a) Notwithstanding anything in this Agreement to the contrary, Optionee acknowledges and agrees that this Agreement and the award described herein (and any settlement thereof) are subject to the terms and conditions of the Company's clawback policy or policies as may be in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the CDIs at any point may be traded) (the "***Compensation Recovery Policy***"), and that, to the extent the Compensation Recovery Policy, by its terms, is applicable to Optionee's Option, applicable terms of this Agreement will be (if necessary) deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the effective date thereof. Further, by accepting the Option covered by this Agreement, Optionee (i) consents to be bound by the terms of the Compensation Recovery Policy, as applicable, (ii) agrees and acknowledges that Optionee is obligated to and will cooperate with, and will provide any and all assistance necessary to, the Company in any effort to recover or recoup any compensation or other amounts subject to clawback or recovery pursuant to the Compensation Recovery Policy and/or applicable laws, rules, regulations, stock exchange listing standards or other Company policy, and (iii) agrees that the Company may enforce its rights under the Compensation Recovery Policy through any and all reasonable means permitted under applicable law as it deems necessary or desirable under the Compensation Recovery Policy, in each case from and after the effective dates thereof. Such cooperation and assistance shall include, but is not limited to, executing, completing and submitting any documentation necessary to facilitate the recovery or recoupment by the Company from Optionee of any such amounts, including from Optionee's accounts or from any other compensation, to the extent permissible under Section 409A of the Code.

(b) If the Company determines reasonably and in good faith that the Optionee has received payments in settlement or otherwise in respect of the Options based on an administrative error, Optionee acknowledges and agrees that the Company may take reasonable efforts to correct such error, including without limitation, seeking repayment from Optionee of any amounts received by Optionee as a result of such error. Optionee further agrees to cooperate in good faith with the Company in correcting any such error and in making any such repayment.

(c) Nothing in this Agreement (or in any other agreement, contract or arrangement with the Company or its Subsidiaries or affiliates, or in any policy, procedure or practice of the Company or its Subsidiaries or affiliates) (a) prevents Optionee from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations or (b) limits Optionee's right to any monetary award offered by a government-administered whistleblower award program for providing information directly to a government agency (including the Securities and Exchange Commission pursuant to Section 21F of the Securities Exchange Act of 1934, as amended, the Dodd-Frank Wall Street Reform and Consumer Protection Act or The Sarbanes-Oxley Act of 2002).

9. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal, state, and non-U.S. securities laws and listing requirements; provided, however, notwithstanding any other provision of this Agreement, the Company shall not be obligated to issue the Option or any CDIs underlying the Option if the issuance or payment thereof would result in violation of any such law.

10. Adjustments. Subject to Section 11 of the Plan, the Committee shall make or provide for such adjustments in the number of and kind of CDIs covered by the Option and in other award terms, as the Committee, in its sole discretion, exercised in good faith, determines is equitably required to prevent dilution or enlargement of the rights of Optionee that otherwise would result from (a) any extraordinary cash dividend, stock dividend, stock split, combination of shares, recapitalization or other change in the capital structure of the Company, (b) any merger, consolidation, spin-off, split-off, spin-out, split-up, reorganization, partial or complete liquidation or other distribution of assets, issuance of rights or warrants to purchase securities, or (c) any other corporate transaction or event having an effect similar to any of the foregoing.

11. Withholding Taxes. If the Company or any Subsidiary is required to withhold federal, state, local or foreign taxes or other amounts in connection with Optionee's right to receive CDIs under this Agreement, and the amounts available to the Company for such withholding are insufficient, it will be a condition to the receipt of any such CDIs (or the realization of any other benefit provided for under this Agreement) that Optionee make arrangements satisfactory to the Company for payment of the balance of such taxes or other amounts. Optionee may satisfy such tax obligation by paying the Company cash via personal check. Alternatively, unless otherwise determined by the Committee, Optionee may elect that all or any part of such tax obligation be satisfied by the Company's retention of a portion of the CDIs provided for under this Agreement or by Optionee's surrender of a portion of the CDIs that he or she has owned. In no event, however, will the Company accept CDIs for payment of taxes in excess of required tax withholding rates (unless such higher withholding amounts would not result in adverse accounting implications for the Company and the additional withholding amount is authorized by the Committee). If Optionee fails to make arrangements for the payment of required taxes or other amounts, then, unless otherwise determined by the Committee, the Company will withhold CDIs having a value equal to the amount required to be withheld. Further, notwithstanding anything in this Section 11 to the contrary, if at any time (a) Optionee is subject to reporting as a Director or an "officer" for purposes of Section 16 of the Exchange Act, (b) withholding is required with respect to the award evidenced by this Agreement, and (c) Optionee is subject to trading restrictions pursuant to a periodic or special closed trading window for the Company under its insider trading policies, then the Company will withhold CDIs otherwise payable to Optionee under this award in order to satisfy such withholding, with the number of CDIs withheld having a value equal to the amount required to be withheld. The CDIs used for tax withholding will be valued at an amount equal to the fair market value of such CDIs on the date the applicable benefit is to be included in Optionee's income.

12. Rights as a Stockholder. Optionee will not have any rights as a Stockholder with respect to any CDIs granted to him or her under this Agreement prior to the date as of which he or she is actually recorded as the holder of such CDIs upon the share records of the Company.

13. Right to Terminate Employment. Nothing in this Agreement limits in any way whatsoever any right the Company or a Subsidiary may otherwise have to terminate the employment of Optionee at any time.

14. No Right to Future Awards. This award is a voluntary, discretionary bonus being made on a one-time basis and it does not constitute a commitment to make any future awards.

15. Relation to Other Benefits. Any economic or other benefit to Optionee under this Agreement or the Plan will not be taken into account in determining any benefits to which Optionee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and will not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

16. Processing of Information. Information about Optionee and Optionee's award of the Option may be collected, recorded and held, used and disclosed for any purpose related to the administration of the award. Optionee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within Optionee's country or elsewhere, including the United States of America. Optionee consents to the processing of information relating to Optionee and Optionee's receipt of the CDIs in any one or more of the ways referred to above.

17. Amendments. Any amendment to the Plan will be deemed to be an amendment to this Agreement to the extent the amendment is applicable to this Agreement; provided, however, that no amendment will adversely affect in a material manner the rights of Optionee with respect to the CDIs or other securities covered by this Agreement without Optionee's consent. Notwithstanding the foregoing, the limitation requiring the consent of Optionee to certain amendments will not apply to any amendment that is deemed necessary by the Company to ensure compliance with Section 409A of the Code, Section 10D of the Exchange Act, or other applicable law.

18. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid or unenforceable, the remainder of this Agreement and the application of such provision in any other person or circumstances shall not be affected, and the provisions so held to be invalid or unenforceable shall be reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

19. Electronic Delivery. The Company may, in its sole discretion, deliver any documents related to the Option and Optionee's participation in the Plan, or future awards that may be granted under the Plan, by electronic means or request Optionee's consent to participate in the Plan by electronic means. Optionee hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company.

20. Governing Law. This Agreement is made under, and will be construed in accordance with, the internal substantive laws of the State of Delaware. Optionee agrees that the state and federal courts located in the State of Delaware will have jurisdiction in any action, suit or proceeding against Optionee based on or arising out of this Agreement and Optionee hereby: (a) submits to the personal jurisdiction of such courts; (b) consents to service of process in connection with any action, suit or proceeding against Optionee; and (c) waives any other requirement (whether imposed by statute, rule of court or otherwise) with respect to personal jurisdiction, venue or service of process.

21. Successors and Assigns. Without limiting Section 2 hereof, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of Optionee, and the successors and assigns of the Company.

22. Non-U.S. Addendum. Notwithstanding any provision of this Agreement, Optionee's Option shall also be subject to any special terms and conditions as set forth on Appendix A attached hereto ("***Appendix A***"). Appendix A shall constitute part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned Optionee hereby acknowledges receipt of an executed original of this Agreement and accepts the right to receive the Option and the CDIs or other securities covered hereby, subject to the terms and conditions of the Plan and the terms and conditions herein above set forth.

Optionee: /s/ Matthew McDonnell

Date: 9/17/2026

This Agreement is executed by the Company on this 16.00 day of September 2026.

Anteris Technologies Global Corp.

By _/s/ Wayne Paterson

APPENDIX A

Non-U.S. Addendum

TERMS AND CONDITIONS

This Appendix A, which is part of the Nonqualified Stock Option Agreement (the "***Agreement***"), contains special terms and conditions of the nonqualified stock options (the "***Option***") granted to Optionees who reside in **Australia**. Capitalized terms used but not defined herein shall have the same meanings assigned to them in the Anteris Technologies Group Corp. Equity Incentive Plan, as may be amended or amended and restated from time to time (the "***Plan***"), the Agreement and/or the Notice.

NOTIFICATIONS

This Appendix A also includes information regarding exchange control and certain other issues of which Optionees in Australia should be aware with respect to the Option. The information is based on the securities, exchange control and other laws in effect in Australia as of **September 2026**. Such laws are often complex and change frequently. Anteris Technologies Group Corp. (the "***Company***") therefore strongly recommends that Optionees do not rely on the information in this Appendix A as the only source of information relating to the consequences of the Option because such information may be outdated when an Optionee exercises any CDIs subject to the Option after vesting and/or an Optionee sells any CDIs after exercising.

In addition, the information contained herein is general in nature and may not apply to an Optionee's particular situation, and the Company is not in a position to assure Optionees of a particular result. Accordingly, Optionees should seek appropriate professional advice as to how the relevant laws in Australia may apply to their situation.

AUSTRALIA-SPECIFIC TERMS AND CONDITIONS

1. **Nature of Grant**. Optionee acknowledges that:

   (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan, the Agreement or the Notice;

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

   (c) all decisions with respect to future grants of Options, if any, will be at the sole discretion of the Company;

   (d) Optionee is voluntarily participating in the Plan;

   (e) the Options are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company, its Subsidiaries, and/or its affiliates, and that is outside the scope of Optionee's employment contract with the Company or its affiliates, if any;

(f) the Options are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of employment payments, bonuses, long employment awards, pension or retirement benefits or similar payments;

(g) the future value of the underlying CDIs is unknown and cannot be predicted with certainty; and

(h) in consideration of the grant of the Options, no claim or entitlement to compensation or damages shall arise from forfeiture or termination of the Options or diminution in value of the Options or the CDIs resulting from Optionee's termination of employment (for any reason whatsoever and whether or not in breach of local labor laws, except if and only as otherwise expressly provided for in this Appendix A).

2. **Prospectus Information**. Copies of the "Offer Document" and "Australia Addendum" that Optionees have received along with the Plan, the Agreement and Notice contain additional terms and conditions that govern the Options that have been granted to Optionees. Please review those documents carefully. In addition, the written or other materials provided to Optionees in connection with the Options have been prepared for the purpose of complying with the relevant United States securities regulations and applicable stock exchange requirements. The information disclosed may not be the same as that which must be disclosed in a prospectus prepared under Australian law.

3. **Taxation**. By accepting the grant of the Options, Optionee acknowledges that Optionee does not hold a beneficial interest in more than 10% of the shares of the Company, and Optionee is not in a position to cast, or to control the casting of, more than 10% of the maximum number of votes that might be cast at a general meeting of the Company.

4. **Subdivision 83A-C**. Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies to the Plan (subject to the requirements of that Act).

AUSTRALIA-SPECIFIC NOTIFICATIONS

1. **No Financial Advice**. Any advice given by any person in connection with the Options is general advice only, and Optionees should consider obtaining their own financial product advice from an independent person who is licensed by the Australian Securities and Investments Commission to give such advice.

2. **Securities Law Information**. If an Optionee acquires CDIs and offers them for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. Optionees should obtain legal advice on disclosure obligations prior to making any such offer.

3. **Exchange Control Information**. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Optionees will be required to file the report.

Exhibit 31.1

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Wayne Paterson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Anteris Technologies Global Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2026

By: /s/ Wayne Paterson
Wayne Paterson
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a)
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Brent Moen, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Anteris Technologies Global Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2026

By: /s/ Brent Moen
Brent Moen
Chief Financial Officer
(Principal Financial Officer and Principal Accounting Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the period ended September 30, 2026 of Anteris Technologies Global Corp. (the "Company") as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented in the Report.

By: /s/ Wayne Paterson
Wayne Paterson
Chief Executive Officer (Principal Executive Officer)
November 10, 2026

By: /s/ Brent Moen
Brent Moen
Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)
November 10, 2026