

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 9, 2022**



**Acutus Medical, Inc.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction  
of Incorporation)

**001-39430**

(Commission File Number)

**45-1306615**

(IRS Employer  
Identification No.)

**2210 Faraday Ave., Suite 100  
Carlsbad, CA**

(Address of Principal Executive Offices)

**92008**

(Zip Code)

**Registrant's Telephone Number, Including Area Code: (442) 232-6080**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.001	AFIB	The Nasdaq Stock Market LLC

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

Emerging growth company

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

**Item 1.01 Entry into a Material Definitive Agreement.**

The information set forth under Item 5.02 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 1.01.

**Item 2.02. Results of Operations and Financial Condition.**

On May 12, 2022, Acutus Medical, Inc. (the “Company”) issued a press release (the “Press Release”) announcing its financial results for the quarter ended March 31, 2022. A copy of this press release is attached as Exhibit 99.1 to this current report on Form 8-K.

The information under Item 2.02 in this current report on Form 8-K and the related information in the exhibit attached hereto shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing.

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

On May 12, 2022, the Company also announced that Vince Burgess was departing from his position as President and CEO of the Company, as well as a member of the Company’s board of directors, under mutually agreeable terms, effective May 13, 2022. The Press Release also disclosed that David Roman, the Company’s chief financial officer, will act as the Company’s interim chief executive officer, effective May 13, 2022, while maintaining his duties as the Company’s chief financial officer.

Mr. Burgess has entered into a separation agreement and a consulting agreement with the Company. Pursuant to the separation agreement, in consideration of a customary release of claims, Mr. Burgess will receive cash severance equal to one year of Mr. Burgess’ annual base salary (\$515,000) payable over 12 months and an additional cash payment of approximately \$145,000 representing Mr. Burgess’ target annual bonus payment for the current fiscal year payable at the same time the annual bonus is generally paid, in each case subject to applicable tax withholding obligations. In addition, Mr. Burgess is eligible for reimbursement of premiums for health care coverage pursuant to COBRA for himself and/or his eligible dependents for up to 12 months following his termination of employment.

Pursuant to the consulting agreement, Mr. Burgess will agree to provide all reasonable assistance to the Company with respect to the transition of the role of the Company’s chief executive officer, and provide advisory services related to Company financing options, through May 31, 2023. Pursuant to the consulting agreement, Mr. Burgess will be entitled, during the term of the consulting agreement, to the continued time-based vesting of his equity awards granted prior to his termination of employment, and will receive compensation equal to \$5,000 per month for up to 20 hours of service per month (with time spent in excess of 20 hours per month billed at \$250 per hour) and a grant of 140,000 of the Company’s restricted stock units, which will vest in equal quarterly installments over a period of 12 months. Mr. Burgess will also be eligible to receive a cash payment of \$150,000 upon the initial closing of the Company’s sale of its left-heart access portfolio to Medtronic, Inc. (“Medtronic”) pursuant to the Asset Purchase Agreement, by and between the Company and Medtronic, dated April 26, 2022. In addition, Mr. Burgess will be entitled to a cash payment of \$100,000 and a grant of 70,000 of the Company’s restricted stock units upon the completion of projects beneficial to the Company as defined and determined by the board of directors during the term of the consulting agreement.

Mr. Burgess’ resignation was not related to a disagreement with the Company on any matter relating to the Company’s operations, policies or practices. In connection with Mr. Burgess’ resignation from the Company’s board of directors, the size of Class I of the Company’s board of directors will be reduced to two members, such that the total size of the Company’s board of directors will be reduced to eight members.

Mr. Roman’s biographical information is described in the Company’s definitive proxy statement filed with the Securities and Exchange Commission pursuant to Section 14(a) of the Securities Exchange Act of 1934 on April 28, 2022 (the “Proxy Statement”). There are no family relationships, as defined in Item 401 of Regulation S-K, between

Mr. Roman and any of the Company's executive officers or directors or persons nominated or chosen to become directors or executive officers. There is no arrangement or understanding between Mr. Roman and any other person pursuant to which Mr. Roman was appointed as interim chief executive officer of the Company. There are no transactions requiring disclosure under Item 404(a) of Regulation S-K.

On May 11, 2022, the Company's board of directors also approved adjustments to Mr. Roman's compensation. Effective May 13, 2022, Mr. Roman's annual base salary will be increased from \$380,000 to \$420,000 (and Mr. Roman's annual target cash bonus opportunity will remain 50% of his annual base salary). Mr. Roman will also receive a cash retention bonus equal to \$105,000 and additional cash compensation of \$35,000 in consideration of Mr. Roman's increased responsibilities as the Company's interim chief executive officer, in each case payable to Mr. Roman as a lump sum on May 13, 2023, subject to Mr. Roman's continued service through such payment date. In addition, Mr. Roman will be granted restricted stock units covering 100,000 shares of the Company's common stock under the Company's 2020 Equity Incentive Plan (the "Plan"), which shall vest in equal annual installments on the first and second anniversary of the grant date, subject to Mr. Roman's continued employment as of each such vesting date and shall have such other terms and conditions as set forth in the Plan and the applicable award agreement. Mr. Roman will also continue to be entitled to the severance benefits set forth in his employment agreement, which was filed as Exhibit 10.21 to the Company's Annual Report on Form 10-K for fiscal 2021 and which is described in the Company's Proxy Statement.

The Company's board of directors is currently undergoing a search for a "permanent" chief executive officer.

The foregoing descriptions of the Separation Agreement and the Consulting Agreement do not purport to be complete and are qualified in their entirety by reference to the complete text of the Separation Agreement and Consulting Agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K, respectively.

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

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Separation Agreement between the Company and Vince Burgess</a>
10.2	<a href="#">Consulting Agreement between the Company and Vince Burgess</a>
99.1	<a href="#">Press release dated May 12, 2022 regarding financial results for the quarter ended March 31, 2022</a>
104.0	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.

Date: May 12, 2022

**Acutus Medical, Inc.**

By: /s/ Tom Sohn  
Tom Sohn  
SVP General Counsel

May 12, 2022

Vincent Burgess  
182 Andrew Avenue  
Encinitas, CA 92024

Re: Terms of Separation

Dear Vincent:

This letter confirms the agreement between you and Acutus Medical, Inc. (the “Company”) concerning the terms of your separation and offers you the separation compensation we discussed in exchange for a release of claims.

1. Separation Date: May 13, 2022 is your last day of employment with the Company (the “Separation Date”).
2. Acknowledgment of Payment of Wages: By your signature below, you acknowledge that on May 13, 2022, we provided you a final paycheck in the amount of \$ 78,405.00 for all wages, salary, bonuses, reimbursable expenses, accrued vacation and any similar payments due you from the Company as of the Separation Date. By signing below, you acknowledge that the Company does not owe you any other amounts.
3. Separation Compensation: In exchange for your agreement to the waiver of claims set forth in paragraph 6, below, and pursuant to Section 5(a) of your October 14, 2019 Employment Agreement (“Employment Agreement”), the Company agrees to provide you with the following:
  - a. Cash Severance: The Company will pay you a total of \$ 515,000.00 less applicable state and federal payroll deductions and withholdings, which is equal to 100% of your current Annual Base Salary. Such payment will be made in accordance with the terms set forth in Section 5(a) of your Employment Agreement, subject to any delay in payment required by Section 5(d) of the Employment Agreement.
  - b. Pro-Rated Target Bonus Payment: The Company will pay you a lump-sum payment of \$144,843.75 less applicable state and federal payroll deductions and withholdings, which constitutes the Target Bonus payment set forth in Section 5(a)(ii)(2) of the Employment Agreement. Such payment will be made in accordance with the terms set forth in Section 5(a)(ii)(2) of your Employment Agreement, subject to any delay in payment required by Section 5(d) of the Employment Agreement.
  - c. COBRA Reimbursement: If you timely elect continuation of health care coverage pursuant to COBRA for yourself and/or your eligible dependents, the Company will reimburse you for the applicable COBRA premiums for such coverage for up

to twelve (12) months, or such earlier time as you cease to be eligible for such continuation coverage.

By signing below, you acknowledge that you are receiving the separation compensation outlined in this paragraph in consideration for waiving your rights to claims referred to in this agreement and that you would not otherwise be entitled to the separation compensation.

4. Return of Company Property: You hereby warrant to the Company that you have returned to the Company all property or data of the Company of any type whatsoever that has been in your possession or control.
5. Waiver of Claims: The payments and promises set forth in this agreement are in full satisfaction of all accrued salary, vacation pay, bonus pay, profit-sharing, stock options, termination benefits or other compensation to which you may be entitled by virtue of your employment with the Company or your separation from the Company. You hereby release and waive any other claims you may have against the Company and its owners, agents, officers, shareholders, employees, directors, attorneys, subscribers, subsidiaries, affiliates, successors and assigns (collectively "Releasees"), whether known or not known, including, without limitation, claims under any employment laws, including, but not limited to, claims of unlawful discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, violation of public policy, defamation, physical injury, emotional distress, claims for additional compensation or benefits arising out of your employment or your separation of employment, claims under Title VII of the 1964 Civil Rights Act, as amended, the California Fair Employment and Housing Act and any other laws and/or regulations relating to employment or employment discrimination, including, without limitation, claims based on age or under the Age Discrimination in Employment Act or Older Workers Benefit Protection Act. By signing below, you expressly waive any benefits of Section 1542 of the Civil Code of the State of California, which provides as follows:

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

Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released.

6. Nondisparagement: You agree that you will not disparage Releasees or their products, services, agents, representatives, directors, officers, shareholders, attorneys, employees, vendors, affiliates, successors or assigns, or any person acting by, through, under or in concert with any of them, with any written or oral statement. Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

7. Legal and Equitable Remedies: You agree that Releasees have the right to enforce this agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights or remedies Releasees may have at law or in equity for breach of this agreement.
8. Attorneys' Fees: If any action is brought to enforce the terms of this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and expenses from the other party, in addition to any other relief to which the prevailing party may be entitled.
9. Confidentiality: The contents, terms and conditions of this agreement must be kept confidential by you and may not be disclosed except to your accountant or attorneys or pursuant to subpoena or court order. You agree that if you are asked for information concerning this agreement, you will state only that you and the Company reached an amicable resolution of any disputes concerning your separation from the Company. Any breach of this confidentiality provision shall be deemed a material breach of this agreement.
10. No Admission of Liability: This agreement is not and shall not be construed or contended by you to be an admission or evidence of any wrongdoing or liability on the part of Releasees, their representatives, heirs, executors, attorneys, agents, partners, officers, shareholders, directors, employees, subsidiaries, affiliates, divisions, successors or assigns. This agreement shall be afforded the maximum protection allowable under California Evidence Code Section 1152 and/or any other state or Federal provisions of similar effect.
11. Entire Agreement: This agreement constitutes the entire agreement between you and Releasees with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter other than the following (a) the Employment Agreement, and (b) the confidentiality agreement referred to in paragraph 5, above. You acknowledge that neither Releasees nor their agents or attorneys have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.
12. Modification: It is expressly agreed that this agreement may not be altered, amended, modified, or otherwise changed in any respect except by another written agreement that specifically refers to this agreement, executed by authorized representatives of each of the parties to this agreement.
13. Counterparts; Electronic Signatures: This agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original, and an electronic signature or a copy of a signature will be equally admissible in any legal proceeding as if an original.

14. Review of Separation Agreement: You understand that you may take up to twenty-one (21) days to consider this agreement and, by signing below, affirm that you were advised to consult with an attorney prior to signing this agreement. You also understand you may revoke this agreement within seven (7) days of signing this document. If you agree to abide by the terms outlined in this letter, please sign this letter below and return it to me. I wish you the best in your future endeavors.

Sincerely,

ACUTUS MEDICAL, INC.

By: /s/ David Roman  
David Roman, CFO

READ, UNDERSTOOD AND AGREED:

Signature: /s/ Vince Burgess Date: May 12, 2022  
Vince Burgess



**ACUTUS MEDICAL, Inc.**

**CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”) is effective as of May 13, 2022 (the “**Effective Date**”) by and between Acutus Medical, Inc., a Delaware corporation with its principal place of business at 2210 Faraday Ave., Suite 100, Carlsbad, CA 92008 (the “**Company**”), and Vince Burgess, an individual (“**Consultant**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”).

The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company that are outside the usual course of the Company’s business. Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Services and Compensation**

Consultant shall perform the services described in **Exhibit A** (the “**Services**”) for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in **Exhibit A** for Consultant’s performance of the Services.

**2. Continuation as Service Provider**

For the purposes of the Company’s 2011 Equity Incentive Plan and 2020 Equity Incentive Plan (together, the “**Equity Plans**”), and Consultant’s Awards (as defined in the Equity Plans) issued to Consultant pursuant to the Equity Plans, the transition from Consultant’s status as an employee of Company to a consultant pursuant to this Agreement shall qualify as continuous service as a Service Provider to the Company and Consultant shall remain a Service Provider during the term of this Agreement. All time-based vesting of Consultant’s Awards will continue without any break or change until the termination of this Agreement. Upon termination of this Agreement, Consultant’s status as a Service Provider will cease and any vested Awards (as defined in the Equity Plan) will be exercisable per the terms of the Equity Plan, as applicable.

**3. Confidentiality**

- A. **Definition of Confidential Information.** “**Confidential Information**” means any non-public information (including any and all combinations of individual items of information) that relates to the actual or anticipated business and/or products, research or development of the Company, its affiliates or subsidiaries or to the Company’s, its affiliates’ or subsidiaries’ technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company’s, its affiliates’ or subsidiaries’ products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Consultant called or with whom Consultant became acquainted during the term of this Agreement), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company, its affiliates or subsidiaries, either directly or indirectly, in writing, orally or by drawings or inspection of premises, parts, equipment, or other property of Company, its affiliates or subsidiaries. Notwithstanding the foregoing, Confidential Information shall not include any such information which Consultant can establish (i) was publicly known or made generally available prior to the time of disclosure to Consultant; (ii) becomes publicly known or made generally available after disclosure to Consultant through no wrongful action or inaction of Consultant; or (iii) is in the rightful

possession of Consultant, without confidentiality obligations, at the time of disclosure as shown by Consultant's then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

- B. ***Nonuse and Nondisclosure.*** During and after the term of this Agreement, Consultant will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Confidential Information, and Consultant will not (i) use the Confidential Information for any purpose whatsoever other than as necessary for the performance of the Services on behalf of the Company, or (ii) subject to Consultant's right to engage in Protected Activity (as defined below), disclose the Confidential Information to any third party without the prior written consent of an authorized representative of Company. Consultant may disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Without limiting the foregoing, Consultant shall not use or disclose any Company property, intellectual property rights, trade secrets or other proprietary know-how of the Company to invent, author, make, develop, design, or otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Without the Company's prior written approval, Consultant shall not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with the Company. Consultant agrees that Consultant's obligations under this Section 3.B shall continue after the termination of this Agreement.
- C. ***Other Client Confidential Information.*** Consultant agrees that Consultant will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former or concurrent employer of Consultant or other person or entity with which Consultant has an obligation to keep in confidence. Consultant also agrees that Consultant will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.
- D. ***Third Party Confidential Information.*** Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that at all times during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

#### **4. Ownership**

- A. ***Assignment of Inventions.*** Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries, ideas, and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "***Inventions***"), are the sole property of the

Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions.

- B. **Pre-Existing Materials.** Subject to Section 4.A, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention or utilizes in the performance of the Services any invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Consultant or in which Consultant has an interest prior to, or separate from, performing the Services under this Agreement ("**Prior Inventions**"), (i) Consultant will provide the Company with prior written notice and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. Consultant will not incorporate any invention, idea, trade secret, improvement, development, concept, discovery, work of authorship or other proprietary information or intellectual property right owned by any third party into any Invention without Company's prior written permission.
- C. **Moral Rights.** Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, Consultant hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.
- D. **Maintenance of Records.** Consultant agrees to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by Consultant (solely or jointly with others) during the term of this Agreement, and for a period of three (3) years thereafter. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that is customary in the industry and/or otherwise specified by the Company. Such records are and remain the sole property of the Company at all times and upon Company's request, Consultant shall deliver (or cause to be delivered) the same.
- E. **Further Assurances.** Consultant agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company may deem necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title, and interest in and to all Inventions and testifying in a suit or other proceeding relating to such Inventions. Consultant further agrees that Consultant's obligations under this Section 4.E shall continue after the termination of this Agreement.
- F. **Attorney-in-Fact.** Consultant agrees that, if the Company is unable because of Consultant's unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant's signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section

4.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and on Consultant's behalf to execute and file any papers and oaths and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

## **5. Conflicting Obligations; Compliance**

- A. Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant's obligations to the Company under this Agreement, and/or Consultant's ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.
- B. Consultant shall require all Consultant's employees, contractors, or other third-parties performing Services under this Agreement to execute a confidential information and assignment agreement in a form no less restrictive than this Agreement, and promptly provide a copy of each such executed agreement to the Company. Consultant's violation of this Article 5 will be considered a material breach under Section 8.B.
- C. Consultant represents and warrants that Consultant, and, to Consultant's knowledge, its officers, directors, employees, and agents acting on its behalf, if applicable, have complied in all material respects with any and all applicable law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in the United States, any foreign country, or any domestic or foreign state, county, city or other political subdivision or of any governmental entity, and other governmental requirements, including, but not limited to, federal, state, local and foreign laws, ordinances, rules, regulations and other requirements (collectively, "**Laws**") to which Consultant may be subject to and which relate to the subject matter of this Agreement, including Consultant's provision of Services under this Agreement, and no claims have been filed against Consultant alleging a violation of any such Laws and Consultant has not received any notice asserting that it is not so in compliance

## **6. Return of Company Materials**

Upon the termination of this Agreement, or upon Company's earlier request, Consultant will immediately deliver to the Company, and will not keep in Consultant's possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Confidential Information, tangible embodiments of the Inventions, all devices and equipment belonging to the Company, all electronically-stored information and passwords to access such property, those records maintained pursuant to Section 4.D and any reproductions of any of the foregoing items that Consultant may have in Consultant's possession or control.

## **7. Reports**

Consultant agrees that Consultant will keep the Company advised as to Consultant's progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

## 8. Term and Termination

- A. **Term.** The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) May 31, 2023 or (ii) termination as provided in Section 8.B.
- B. **Termination.** The Company may terminate this Agreement immediately and without prior notice if Consultant refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement.
- C. **Survival.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:
1. The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Article 1 of this Agreement; and
  2. Article 3 (Confidentiality), Article 4 (Ownership), Section 5.B (Conflicting Obligations), Article 6 (Return of Company Materials), Article 8 (Term and Termination), Article 9 (Independent Contractor Relationship), Article 10 (Indemnification), Article 11 (Noninterference), Article 12 (Limitation of Liability), Article 13 (Arbitration and Equitable Relief), and Article 14 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

## 9. Independent Contractor Relationship

It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in **Exhibit A**. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement.

## 10. Indemnification

Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's assistants, employees, contractors or agents, (ii) any breach by the Consultant or Consultant's assistants, employees, contractors or agents of any of the covenants contained in this Agreement and corresponding Confidential Information and Invention Assignment Agreement, (iii) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the Inventions or other deliverables of Consultant under this Agreement.

## 11. Non-solicitation

To the fullest extent permitted under applicable law, during the term of this Agreement (the “**Restricted Period**”), Consultant will not, without the Company’s prior written consent, directly or indirectly, solicit any of the Company’s employees to leave their employment, or attempt to solicit employees of the Company, either for Consultant or for any other person or entity. Consultant agrees that nothing in this Article 11 shall affect Consultant’s continuing obligations under this Agreement during and after the Restricted Period, including, without limitation, Consultant’s obligations under Article 3.

## 12. Limitation of Liability

IN NO EVENT SHALL COMPANY BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

## 13. Arbitration and Equitable Relief

- A. **Arbitration.** In consideration of Consultant’s consulting relationship with THE Company, its promise to arbitrate all disputes related to Consultant’s consulting relationship with the Company and Consultant’s receipt of the compensation and other benefits paid to Consultant by Company, at present and in the future, Consultant agrees that any and all controversies, claims, or disputes with anyone (including Company and any employee, officer, director, shareholder or benefit plan of the Company in their capacity as such or otherwise), arising out of, relating to, or resulting from Consultant’s consulting or other relationship with the Company or the termination of Consultant’s consulting or other relationship with the Company, including any breach of this Agreement, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT (THE “FAA”). THE FAA’S SUBSTANTIVE AND PROCEDURAL RULES SHALL GOVERN AND APPLY TO THIS ARBITRATION AGREEMENT WITH FULL FORCE AND EFFECT, AND ANY STATE COURT OF COMPETENT JURISDICTION MAY STAY PROCEEDINGS PENDING ARBITRATION OR COMPEL ARBITRATION IN THE SAME MANNER AS A FEDERAL COURT UNDER THE FAA. CONSULTANT FURTHER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT MAY BRING ANY ARBITRATION PROCEEDING ONLY IN CONSULTANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE LAWSUIT OR PROCEEDING. CONSULTANT MAY, HOWEVER, BRING A PROCEEDING AS A PRIVATE ATTORNEY GENERAL AS PERMITTED BY LAW. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT AGREES TO ARBITRATE any AND ALL COMMON LAW AND/OR statutory claims under LOCAL, state, or federal law, including, but not limited to, claims under THE California Labor Code, CLAIMS RELATING TO EMPLOYMENT OR INDEPENDENT CONTRACTOR STATUS, CLASSIFICATION, AND RELATIONSHIP WITH THE COMPANY, AND claims of BREACH OF**

**CONTRACT, EXCEPT AS PROHIBITED BY LAW. CONSULTANT ALSO AGREES TO ARBITRATE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION OR APPLICATION OF THIS AGREEMENT TO ARBITRATE, BUT NOT DISPUTES ABOUT THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THIS AGREEMENT TO ARBITRATE OR THE CLASS, COLLECTIVE AND REPRESENTATIVE PROCEEDING WAIVER HEREIN. WITH RESPECT TO ALL SUCH CLAIMS AND DISPUTES THAT CONSULTANT AGREES TO ARBITRATE, CONSULTANT HEREBY EXPRESSLY AGREES TO WAIVE, AND DOES WAIVE, ANY RIGHT TO A TRIAL BY JURY.** Consultant further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Consultant. CONSULTANT UNDERSTANDS THAT NOTHING IN THIS AGREEMENT REQUIRES CONSULTANT TO ARBITRATE CLAIMS THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW, SUCH AS CLAIMS UNDER THE SARBANES-OXLEY ACT.

- B. **Procedure.** Consultant agrees that any arbitration will be administered by JAMS pursuant to its EMPLOYMENT Arbitration Rules & Procedures (the "**JAMS Rules**"), WHICH ARE AVAILABLE AT <http://www.jamsadr.com/rules-employment-arbitration/>. IF THE JAMS RULES CANNOT BE ENFORCED AS TO THE ARBITRATION, THEN THE PARTIES AGREE THAT THEY WILL ARBITRATE THIS DISPUTE UNDER THE CALIFORNIA ARBITRATION ACT (CALIFORNIA CODE CIV. PROC. § 1280 ET. SEQ (THE "CAA"). CONSULTANT AGREES THAT THE USE OF THE JAMS RULES DOES NOT CHANGE CONSULTANT'S CLASSIFICATION TO THAT OF AN EMPLOYEE. TO THE CONTRARY, CONSULTANT REAFFIRMS THAT CONSULTANT IS AN INDEPENDENT CONTRACTOR. Consultant agrees that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers APPLYING THE STANDARDS SET FORTH UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE. Consultant agrees that the arbitrator shall issue a written decision on the merits. CONSULTANT ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PERMITTED BY APPLICABLE LAW. CONSULTANT AGREES that the decree or award rendered by the arbitrator may be entered as a final and binding judgment in any court having jurisdiction thereof. Consultant agrees that the arbitrator shall administer and conduct any arbitration in ACCORDANCE with CALIFORNIA LAW, including the California Code of Civil Procedure AND THE CALIFORNIA EVIDENCE CODE, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to rules of conflict of law. Consultant further agrees that any arbitration under this agreement shall be conducted in SAN DIEGO COUNTY, california.
- C. **Remedy.** EXCEPT FOR THE PURSUIT OF ANY PROVISIONAL REMEDY PERMITTED BY THE CAA OR OTHERWISE PROVIDED BY THIS AGREEMENT, CONSULTANT AGREES THAT ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN THE COMPANY AND CONSULTANT.
- D. **Availability of Injunctive Relief.** In accordance with Rule 1281.8 of the California Code of Civil Procedure, the Parties agree that any party may also petition the court for

injunctive relief where either party alleges or claims a violation of any agreement regarding INTELLECTUAL PROPERTY, confidential information OR NONINTERFERENCE. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

- E. **Administrative Relief.** Consultant understands that this Agreement does not prohibit Consultant from pursuing AN Administrative claim with local, state or federal administrative bodIES OR GOVERNMENT AGENCIES such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, THE SECURITIES AND EXCHANGE COMMISSION, or the workers' compensation board. this agreement does, however, preclUde consultant from bringing any alleged wage claims with the Department of labor standards enforcement. Likewise, This Agreement does preclude Consultant from pursuing court action regarding any Administrative claims, except as permitted by law.
- F. **Voluntary Nature of Agreement.** Consultant acknowledges and agrees that CONSULTANT is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Consultant further acknowledges and agrees that CONSULTANT has carefully read this Agreement and that Consultant has asked any questions needed for Consultant to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that **Consultant is waiving CONSULTANT'S right to a jury trial.** Finally, Consultant agrees that CONSULTANT has been provided an opportunity to seek the advice of an attorney of Consultant's choice before signing this Agreement.'

#### 14. Miscellaneous

- A. **Governing Law; Consent to Personal Jurisdiction.** With the exception of the arbitration requirements set forth in Article 13 herein, this Agreement shall be governed by the laws of the State of California, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against Consultant by the Company.
- B. **Assignability.** This Agreement will be binding upon Consultant's heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as expressly stated. Except as may otherwise be provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.
- C. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Consultant represents and warrants that Consultant is not relying on any statement or representation not contained in this Agreement. To the extent any terms set forth in any exhibit or schedule conflict with the terms set forth in this Agreement, the terms of this Agreement shall control unless otherwise expressly agreed by the Parties in such exhibit or schedule.



- D. **Headings.** Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- E. **Severability.** If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
- F. **Modification, Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.
- G. **Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered personally or by commercial messenger or courier service, (ii) when sent by confirmed facsimile, or (iii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written below or at such other address as the Party may have previously specified by like notice. If by mail, delivery shall be deemed effective three business days after mailing in accordance with this Section 14.G.
1. If to the Company, to:  
2210 Faraday Avenue, Suite 100  
Carlsbad, CA 92008  
Attention: David Roman, CFO
  2. If to Consultant, to the address for notice on the signature page to this Agreement or, if no such address is provided, to the last address of Consultant provided by Consultant to the Company.
- H. **Attorneys' Fees.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- I. **Signatures.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document.

*[The Remainder of This Page is Intentionally Left Blank]*

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

**CONSULTANT Acutus Medical, Inc.**

By: /s/ Vince Burgess By: /s/ David Roman \_\_\_\_\_

Name: Vince Burgess Name: David Roman

Title: Chief Financial Officer

Contact Phone and Email:

Address for Notice:

**EXHIBIT A**  
**SERVICES AND COMPENSATION**

1. **Contact.** Consultant's principal Company contact:  
Name: David Roman  
Title: CFO  
Email: david.roman@acutus.com
  
2. **Services.** Consultant will provide all reasonable assistance to the Company with respect to (and will not directly or indirectly interfere with) the transition of the role of Chief Executive Officer (the "**Role**"). Specifically, Consultant agrees to share with the Company all information reasonably requested or otherwise necessary for an efficient and effective transition of the Role. Consultant will provide advisory services related to a range of Company financing options, including non-dilutive financing, partnerships, licensing, and distribution agreements.
  
3. Compensation.
  - a. The Company will pay Consultant \$5,000.00 per month for up to 20 hours of Services in the applicable month. Additional time spent on Services above the 20 hours, if and when agreed to by the Parties, will be billed by Consultant at \$250 per hour. In addition, Consultant will receive equity in the form of RSUs totaling 140,000 shares. This equity will vest in four equal installments, quarterly over a 12-month period in accordance with the grant award documents.
  - b. Consultant will receive a cash payment totaling \$150,000 upon the Company's receipt of the First Closing Purchase Price, as defined in that certain Asset Purchase Agreement, by and between the Company and Medtronic, Inc., dated April 26, 2022.
  - c. Consultant will receive a cash payment totaling \$100,000 upon the completion of projects beneficial to the Company as defined and determined by the Board of Directors during the Term (the "Transaction"). In addition, Consultant will receive equity in the form of performance-based RSUs totaling 70,000 shares. This equity will vest upon the closing of the Transaction during the Term in accordance with the grant award documents.

The Company will also reimburse Consultant, in accordance with Company policy, for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

Within 30 days after the end of each applicable month, Consultant shall submit to the Company a written invoice for Services and expenses for the prior month, and such statement shall be subject to the approval of the contact person listed above or other designated agent of the Company. The Company will pay all undisputed amounts within 30 days after the submission of the invoice by Consultant.

## Acutus Medical Reports First Quarter 2022 Financial Results and CEO Transition

**Carlsbad, Calif.** – May 12, 2022 – Acutus Medical, Inc. (“Acutus” or the “Company”) (Nasdaq: AFIB), an arrhythmia management company focused on improving the way cardiac arrhythmias are diagnosed and treated, today reported results for the first quarter of 2022 and announced a leadership transition.

### Recent Updates:

- Reported revenue of \$3.7 million in the first quarter of 2022, compared to \$3.6 million in the same quarter last year
- Global mapping procedures volumes advanced 27% from the same quarter last year, representing the highest quarterly procedure volumes since launch
- Completed enrollment in US premarket approval (PMA) study for AcQBlate in right atrial flutter
- Vince Burgess stepping down as the Company’s President and Chief Executive Officer
- Company appoints David Roman as Interim Chief Executive Officer and Chief Financial Officer
- Announced commitment letter to refinance its existing debt with a longer-term credit facility as well as a definitive agreement to sell the Company’s left-heart access portfolio to Medtronic

“We are pleased with the start to 2022 as our strategy to drive commercial focus on utilization and disposable revenue growth is starting to take hold,” said Vince Burgess, President & CEO of Acutus Medical. “We achieved record global mapping procedure volumes, led by our business outside the United States, where physicians have access to our complete portfolio of mapping and therapy solutions. In our efforts to bring ablation therapy to the U.S., we have completed enrollment in our PMA study for AcQBlate in right atrial flutter and expect to submit for approval in the middle of this year. Lastly, the strategic transactions we announced last month will enable us to intensify our efforts to drive adoption of our electrophysiology mapping and therapy solutions as well as improving our operational and financial performance.”

“Reflecting on the evolution of the business and our journey, I believe this is an appropriate time to step away from my role as President and CEO,” said Mr. Burgess. “I am very proud of what this Company has accomplished since I became involved with Acutus in 2013. We are continuing to advance the field of electrophysiology and have enabled more physicians to treat more patients more effectively than ever before. I have full faith and confidence in David Roman to lead the Company in its mission while the Board of Directors selects my permanent successor.”

“On behalf of the Board, I’d like to extend my deepest appreciation to Vince for his many contributions to Acutus as a Board member for the last nine years and CEO for the past five,” said Scott Huennekens, Chairman of the Board. “We will continue to benefit from his guidance as an advisor over the coming months. In the interim, we are confident that David’s leadership will ensure a smooth transition and a continuation of our recent growth.”

Mr. Roman said, “I look forward to working with our Board and our management team as we remain focused on driving the adoption of our electrophysiology mapping and therapy solutions to deliver personalized therapy for superior clinical outcomes.”

### First Quarter 2022 Financial Results

Revenue was \$3.7 million for the first quarter of 2022, compared to \$3.6 million in the first quarter last year. The improvement over the same quarter last year was driven by increased mapping procedure volumes and new product adoption in therapy and left-heart access, partially offset by lower capital equipment revenue. Gross margin on a GAAP basis was negative 89% for the first quarter of 2022, compared with negative 94% in the same quarter last year. The change was driven by favorable product mix with a higher percentage of revenue coming from disposables in the first quarter of 2022 compared with the same quarter last year.

Operating expenses on a GAAP basis were \$35.4 million for the first quarter of 2022, compared with \$24.5 million in the same quarter last year. The increase of \$10.9 million was primarily attributable to a goodwill impairment charge of \$12.0 million, a prior quarter change in fair value of \$1.2 million for the contingent consideration related to the acquisition of Rhythm Xience, a \$1.0 million excess and obsolete inventory charge primarily related to our systems and restructuring charges of \$0.9 million, offset by a \$4.6 million employee retention credit (ERC) benefit under the CARES Act.

Net loss on a GAAP basis was \$40.0 million for the first quarter of 2022 and net loss per share was \$1.42 on a weighted average basic and diluted outstanding share count of 28.1 million, compared to \$29.2 million and a net loss per share of \$1.04 on a weighted average basic and diluted outstanding share count of 28.0 million in the same period of the prior year. Excluding amortization of acquired intangibles, non-cash stock-based compensation expense, goodwill impairment, restructuring charges, the ERC benefit and changes in the fair value of contingent consideration, the Company's non-GAAP net loss for the first quarter of 2022 was \$28.5 million, or \$1.00 per share, compared to \$27.3 million, or \$0.97 per share.

Cash, cash equivalents, marketable securities and restricted cash were \$78.8 million as of March 31, 2022.

#### **Outlook and COVID-19**

Headwinds associated with COVID-19 moderated throughout the first quarter of 2022; however, management continues to view the current situation with COVID-19 as being fluid, and the potential impact on the Company's business from hospital and government actions in response to potential resurgences in COVID-19 cases, COVID-19-related hospital admissions, restrictions on lab access and new technology assessments and hospital staffing shortages are all factors that could influence performance. In addition, the Company is actively monitoring supply chain dynamics and is working to mitigate potential shortages for critical materials.

#### **Non-GAAP Financial Measures**

This press release includes references to non-GAAP net loss and non-GAAP net loss per share, which are non-GAAP financial measures, to provide information that may assist investors in understanding the Company's financial results and assessing its prospects for future performance. The Company believes these non-GAAP financial measures are important indicators of its operating performance because they exclude items that are primarily non-cash accounting line items unrelated to, and may not be indicative of, the Company's core operating results. These non-GAAP financial measures, as Acutus calculates them, may not necessarily be comparable to similarly titled measures of other companies and may not be appropriate measures for comparing the performance of other companies relative to the Company. These non-GAAP financial results are not intended to represent and should not be considered to be more meaningful measures than, or alternatives to, measures of operating performance as determined in accordance with GAAP. Non-GAAP net loss is defined as net loss before income taxes, adjusted for stock-based compensation, amortization of acquisition-related intangibles, acquisition related costs, discontinued operations, asset impairments, non-operating items, restructuring charges, stock repurchases and other adjustments. To the extent such non-GAAP financial measures are used in the future, the Company expects to calculate them using a consistent method from period to period. A reconciliation of the most directly comparable GAAP financial measure to the non-GAAP financial measure has been provided under the heading "Reconciliation of GAAP Results to Non-GAAP Results" in the financial statement tables attached to this press release.

#### **Webcast and Conference Call Information**

Acutus will host a conference call to discuss the first quarter 2022 financial results after market close on Thursday, May 12, 2022 at 1:30 p.m. Pacific Time / 4:30 p.m. Eastern Time. The conference call can be accessed live over the phone (833) 570-1131 for U.S. callers or (914) 987-7078 for international callers, using conference ID: 3455233. The live webinar can be accessed at <https://ir.acutusmedical.com>.

#### **About Acutus Medical, Inc.**

Acutus is an arrhythmia management company focused on improving the way cardiac arrhythmias are diagnosed and treated. Acutus is committed to advancing the field of electrophysiology with a unique array of products and technologies which will enable more physicians to treat more patients more efficiently and effectively. Through internal product development, acquisitions and global partnerships, Acutus has established a global sales presence delivering a broad portfolio of highly differentiated electrophysiology products that provide its customers with a complete solution for catheter-based treatment of cardiac arrhythmias. Founded in 2011, Acutus is based in Carlsbad, California.

#### **Caution Regarding Forward-Looking Statements**

This press release includes statements that may constitute "forward-looking" statements, usually containing the words "believe," "estimate," "project," "expect" or similar expressions. Forward-looking statements inherently involve risks and uncertainties that could cause actual results to differ materially from the forward-looking statements. Factors that would cause or contribute to such differences include, but are not limited to, the Company's ability to continue to manage expenses and cash burn rate at sustainable levels, continued acceptance of its products in the marketplace, the effect of global economic conditions on the ability and willingness of customers to purchase the Company's systems and the timing of such purchases, competitive factors, changes resulting from healthcare policy in the United States and globally, including changes in government

reimbursement of procedures, dependence upon third-party vendors and distributors, timing of regulatory approvals, the impact of the coronavirus (COVID-19) pandemic and Acutus' response to it, and other risks discussed in the Company's periodic and other filings with the Securities and Exchange Commission. By making these forward-looking statements, Acutus undertakes no obligation to update these statements for revisions or changes after the date of this release, except as required by law.

Investor Contact:

Caroline Corner

Westwicke ICR

D: 415-202-5678

[caroline.corner@westwicke.com](mailto:caroline.corner@westwicke.com)

Media Contact:

Holly Windler

M: 619-929-1275

[media@acutusmedical.com](mailto:media@acutusmedical.com)

**Acutus Medical, Inc.**  
**Consolidated Balance Sheets**

<i>(in thousands, except per share amounts)</i>	<b>March 31, 2022</b>	<b>December 31, 2021</b>
	<b>(unaudited)</b>	
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 12,319	\$ 24,071
Marketable securities, short-term	62,292	76,702
Restricted cash	150	150
Accounts receivable	2,978	3,633
Inventory	17,620	16,408
Prepaid expenses and other current assets	9,064	5,326
<b>Total current assets</b>	<b>104,423</b>	<b>126,290</b>
Marketable securities, long-term	4,014	7,120
Property and equipment, net	12,962	13,670
Right-of-use assets, net	4,358	4,521
Intangible assets, net	4,853	5,013
Goodwill	—	12,026
Other assets	1,032	1,152
<b>Total assets</b>	<b>\$ 131,642</b>	<b>\$ 169,792</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 4,781	\$ 7,519
Accrued liabilities	10,632	9,096
Contingent consideration, short-term	1,400	1,500
Operating lease liabilities, short-term	501	395
<b>Total current liabilities</b>	<b>17,314</b>	<b>18,510</b>
Operating lease liabilities, long-term	4,471	4,591
Long-term debt	40,793	40,415
Contingent consideration, long-term	300	500
Other long-term liabilities	2	50
<b>Total liabilities</b>	<b>62,880</b>	<b>64,066</b>
<b>Stockholders' equity</b>		
Preferred stock, \$0.001 par value	—	—
Common stock, \$0.001 par value	28	28
Additional paid-in capital	587,889	584,613
Accumulated deficit	(518,715)	(478,698)
Accumulated other comprehensive loss	(440)	(217)
<b>Total stockholders' equity</b>	<b>68,762</b>	<b>105,726</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 131,642</b>	<b>\$ 169,792</b>

**Acutus Medical, Inc.**  
**Consolidated Statements of Operations and Comprehensive Loss**

<i>(in thousands, except share and per share amounts)</i>	<b>Three Months Ended March 31,</b>	
	<b>2022</b>	<b>2021</b>
	<b>(unaudited)</b>	
<b>Revenue</b>	\$ 3,681	\$ 3,591
<b>Costs and operating expenses:</b>		
Cost of products sold	6,941	6,955
Research and development	8,003	9,370
Selling, general and administrative	14,385	16,252
Goodwill impairment	12,026	—
Restructuring	949	—
Change in fair value of contingent consideration	7	(1,153)
Total costs and operating expenses	42,311	31,424
<b>Loss from operations</b>	<b>(38,630)</b>	<b>(27,833)</b>
<b>Other income (expense):</b>		
Interest income	24	40
Interest expense	(1,411)	(1,388)
Total other expense, net	(1,387)	(1,348)
Loss before income taxes	(40,017)	(29,181)
Income tax benefit	—	—
<b>Net loss</b>	<b>\$ (40,017)</b>	<b>\$ (29,181)</b>
<b>Other comprehensive income (loss)</b>		
Unrealized (loss) gain on marketable securities	(57)	6
Foreign currency translation adjustment	(166)	(226)
<b>Comprehensive loss</b>	<b>\$ (40,240)</b>	<b>\$ (29,401)</b>
Net loss per common share, basic and diluted	\$ (1.42)	\$ (1.04)
Weighted average shares outstanding, basic and diluted	28,118,090	28,031,686



**Acutus Medical, Inc.**  
**Condensed Consolidated Statements of Cash Flows**

(in thousands)	Three Months Ended March 31,	
	2022	2021
	(unaudited)	
<b>Cash flows from operating activities</b>		
Net loss	\$ (40,017)	\$ (29,181)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	1,567	1,241
Amortization of intangible assets	160	160
Stock-based compensation expense	3,032	2,910
Amortization of premiums/(accretion of discounts) on marketable securities, net	173	412
Amortization of debt issuance costs	378	328
Amortization of right-of-use assets	160	180
Goodwill impairment	12,026	—
Change in fair value of contingent consideration	7	(1,153)
Changes in operating assets and liabilities:		
Accounts receivable	655	(317)
Inventory	(1,212)	(879)
Prepaid expenses and other current assets	(3,487)	1,104
Other assets	120	(250)
Accounts payable	(2,641)	(2,091)
Accrued liabilities	1,532	1,500
Operating lease liabilities	(14)	(237)
Other long-term liabilities	(48)	—
Net cash used in operating activities	(27,609)	(26,273)
<b>Cash flows from investing activities</b>		
Purchases of available-for-sale marketable securities	—	(9,135)
Sales of available-for-sale marketable securities	2,500	—
Maturities of available-for-sale marketable securities	14,587	25,000
Purchases of property and equipment	(1,088)	(3,693)
Net cash provided by investing activities	15,999	12,172
<b>Cash flows from financing activities</b>		
Payment of contingent consideration	(290)	(2,547)
Proceeds from stock options exercises	66	169
Proceeds from Employee Stock Purchase Plan	182	—
Net cash used in financing activities	(42)	(2,378)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(100)	(124)
Net change in cash, cash equivalents and restricted cash	(11,752)	(16,603)
Cash, cash equivalents and restricted cash, at the beginning of the period	24,221	25,384
<b>Cash, cash equivalents and restricted cash, at the end of the period</b>	<b>\$ 12,469</b>	<b>\$ 8,781</b>

**Acutus Medical, Inc.**  
**Reconciliation of GAAP Results to Non-GAAP Results**  
**(Unaudited)**

Three Months Ended March 31, 2022	Cost of products sold	Research and development	Selling, general and administrative	Loss from operations	Other expenses, net	Net loss	Basic and diluted EPS
<b>Reported</b>	\$ 6,941	\$ 8,003	\$ 14,385	\$ (38,630)	\$ (1,387)	\$ (40,017)	\$ (1.42)
Amortization of acquired intangibles	(155)	—	(5)	160	—	160	0.01
Stock-based compensation	(226)	(514)	(2,292)	3,032	—	3,032	0.11
Employee retention credit	1,503	1,394	1,742	(4,639)	—	(4,639)	(0.16)
Goodwill impairment	—	—	—	12,026	—	12,026	0.43
Restructuring	—	—	—	949	—	949	0.03
Change in fair value of contingent consideration	—	—	—	7	—	7	—
<b>Adjusted</b>	<b>\$ 8,063</b>	<b>\$ 8,883</b>	<b>\$ 13,830</b>	<b>\$ (27,095)</b>	<b>\$ (1,387)</b>	<b>\$ (28,482)</b>	<b>\$ (1.00)</b>

Three Months Ended March 31, 2021	Cost of products sold	Research and development	Selling, general and administrative	Loss from operations	Other expenses, net	Net loss	Basic and diluted EPS
<b>Reported</b>	\$ 6,955	\$ 9,370	\$ 16,252	\$ (27,833)	\$ (1,348)	\$ (29,181)	\$ (1.04)
Amortization of acquired intangibles	—	—	(160)	160	—	160	0.01
Stock-based compensation	(157)	(442)	(2,311)	2,910	—	2,910	0.10
Change in fair value of contingent consideration	—	—	—	(1,153)	—	(1,153)	(0.04)
<b>Adjusted</b>	<b>\$ 6,798</b>	<b>\$ 8,928</b>	<b>\$ 13,781</b>	<b>\$ (25,916)</b>	<b>\$ (1,348)</b>	<b>\$ (27,264)</b>	<b>\$ (0.97)</b>

**Acutus Medical, Inc.**  
**Key Business Metrics**

***Installed Base & Procedure Volumes***

The total installed base as of, and procedure volumes for the three months ended March 31, 2022 and 2021, is set forth in the table below:

	March 31,	
	2022	2021
<i>Key Business Metrics</i>	(unaudited)	
Installed base <sup>(1)</sup>	77	62
Procedure volumes	465	367

<sup>(1)</sup> Installed base includes AcQMap Systems.

***Revenue***

The following table sets forth the Company's revenue for disposables, systems and service/other for the three months ended March 31, 2022 and 2021 (in thousands):

	Three Month Ended March 31,	
	2022	2021
	(unaudited)	
Disposables	\$ 3,211	\$ 2,342
Systems	—	969
Service/Other	470	280
Total revenue	\$ 3,681	\$ 3,591

The following table provides revenue by geographic location for the three months ended March 31, 2022 and 2021 (in thousands):

	Three Months Ended March 31,	
	2022	2021
	(unaudited)	
United States	\$ 2,023	\$ 1,581
Outside the United States	1,658	2,010
Total revenue	\$ 3,681	\$ 3,591