

**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): December 13, 2021**

**Natus Medical Incorporated**  
(Exact name of registrant as specified in its charter)

000-33001  
(Commission File Number)

Delaware  
(State or other jurisdiction  
of Incorporation)

77-0154833  
(I.R.S. Employer  
Identification No.)

6701 Koll Center Parkway, Suite 120  
Pleasanton, CA 94566  
(Address of principal executive offices) (Zip Code)

925-223-6700  
(Registrant's telephone number, including area code)

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

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

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.

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

| Title of each class                       | Trading Symbol(s) | Name of each exchange on which registered                 |
|---|-------------------|---|
| Common Stock, \$0.001 par value per share | NTUS              | The Nasdaq Stock Market LLC<br>(The Nasdaq Global Market) |

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

**Resignation of Chief Executive Officer**

On December 13, 2021, Jonathan A. Kennedy resigned from the office of President and Chief Executive Officer and as a director of Natus Medical Incorporated (the "Company") effective December 13, 2021 (the "Separation Date"). Mr. Kennedy did not resign as a result of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

In connection with his resignation, Mr. Kennedy and the Company entered into a Separation Agreement (the "Separation Agreement"), dated as of December 13, 2021, providing for the terms of Mr. Kennedy's separation from employment with the Company. Under the Separation Agreement, the Company has agreed to pay Mr. Kennedy the following separation payments and benefits, subject to his meeting his obligations under the Separation Agreement: (i) a cash payment of \$1,486,000, representing two times Mr. Kennedy's final annual base salary, to be made in the form of a lump sum payment within 30 days following the Separation Date, (ii) a cash payment equal to Mr. Kennedy's annual bonus for 2021, in an amount to be determined by the Company's board of directors but not less than the target amount of Mr. Kennedy's annual bonus for the Company's 2021 fiscal year, to be paid at the time annual bonuses are paid to executives of the Company, but in no event later than March 15, 2022, and (iii) if Mr. Kennedy

timely elects pursuant to COBRA continued group health insurance coverage for himself and his eligible dependents, the Company will pay Mr. Kennedy's monthly COBRA premium for COBRA coverage through the lesser of 18 months and the date Mr. Kennedy and his eligible dependents become covered under similar plans. In addition, as of the Separation Date, all of Mr. Kennedy's unvested Company stock options, restricted stock awards and time-based restricted stock units ("RSUs") vested and became exercisable as to 100% of the shares subject to the awards, and all of Mr. Kennedy's unvested Company performance-based restricted stock units ("PSUs") and unvested Company market stock units ("MSUs") vested as to the greater of the target number of shares subject to such awards and the number of shares earned based on actual performance through the Separation Date. All of Mr. Kennedy's vested Company awards will remain outstanding in accordance with their respective terms, except that the post-termination of employment exercise period of Mr. Kennedy's stock options was extended to 120 days following the Separation Date.

The Separation Agreement contains a mutual non-disparagement covenant and a general release by Mr. Kennedy of all claims against the Company or any of its affiliates, in each case, subject to customary exceptions.

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

***Appointment of Chief Executive Officer***

On December 13, 2021, the board of directors of the Company appointed Thomas J. Sullivan as President and Chief Executive Officer of the Company, effective as of the date Mr. Sullivan actually commences employment, but no later than December 27, 2021 (the "Effective Date"). Mr. Sullivan has served on the board of directors since 2019, including as Chair of the compensation committee and as a member of the audit committee, ESG committee, innovation & quality committee and nominating & governance committee. Mr. Sullivan served as President and CEO of Spectrum Plastics Group from December 2020 to December 2021. Previously, Mr. Sullivan served as President and CEO of A&E Medical Corporation between 2018 and 2020. From 2011 to 2018, Mr. Sullivan served as President and CEO of two public companies: Symmetry Surgical, Inc., a medical device company serving the Neuro and General Surgery markets, and its predecessor, Symmetry Medical, Inc., a leading global contract manufacturer of surgical instruments, sterilization cases and trays, and orthopedic implants. Prior to joining Symmetry Medical in 2011, Mr. Sullivan was President, Supply Chain & Business Processes, Johnson & Johnson Health Care Systems Inc.; President of Depuy Orthopaedics, Inc., a Johnson & Johnson Company; and President of Johnson & Johnson Medical Products Canada. Mr. Sullivan began his career at Johnson & Johnson in 1990 in the areas of strategic planning and operations. Mr. Sullivan graduated as a Palmer Scholar from The Wharton School in 1991 where he earned an MBA in Strategic Management and Management Information Systems. He also holds a Bachelor of Science degree in Computer Science and Applied Mathematics from the University of Pittsburgh.

In connection with his appointment as President and Chief Executive Officer of the Company, Mr. Sullivan stepped down from service on all committees of the board of directors of which he was a member. There are no related party

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transactions between Mr. Sullivan and the Company as defined in Item 404(a) of Regulation S-K. There are no family relationships between Mr. Sullivan and any other director, executive officer or person nominated or chosen to be a director or executive officer of the Company.

In connection with his appointment as President and Chief Executive Officer of the Company, the Company and Mr. Sullivan entered into an employment agreement (the "Employment Agreement"), dated as of December 13, 2021. Under the terms of the Employment Agreement, Mr. Sullivan will receive (i) an annual base salary of \$870,000 per year, (ii) an annual bonus, beginning in the 2022 fiscal year, with a target of 110% of Mr. Sullivan's base salary based upon achievement of performance objectives to be determined by the compensation committee and (iii) a one-time cash sign-on bonus of \$538,148. In addition, Mr. Sullivan is entitled to receive (i) upon or promptly following the Effective Date, (a) MSUs with a grant date value of approximately \$2,500,000 and (b) PSUs with a grant date value of approximately \$2,500,000, with the target number of shares of the Company's common stock subject to each award determined by dividing \$2,500,000 by the closing price of the Company's common stock on the date of the agreement, and (ii) in January 2022, at the same time as annual grants are made to executive officers of the Company generally, (a) MSUs with a grant date value of approximately \$1,250,000, (b) PSUs with a grant date value of approximately \$2,500,000 and (c) RSUs with a grant date value of approximately \$1,250,000, with the target number of shares of the Company's common stock subject to each award determined by dividing the applicable dollar value by the closing price of the Company's common stock on the date of grant. The MSUs, PSUs and RSUs will be granted under, and subject to the terms and conditions of, the Company's 2021 Equity Incentive Plan, as amended from time to time. Mr. Sullivan will also be entitled to participate in the employee benefit plans maintained by the Company, including, without limitation, the Company's group medical, dental, vision, disability, life insurance, 401(k), health savings account and flexible-spending account plans. Mr. Sullivan is also entitled to receive 5 weeks of paid time off per calendar year and is entitled to be reimbursed for reasonable travel, entertainment or other expenses in accordance with the Company's reimbursement policies.

Under the terms of the Employment Agreement, if Mr. Sullivan's employment with the Company terminates other than for cause (as defined in the Employment Agreement), subject to his execution of a release of claims in favor of the Company and its officers and directors, he will be entitled to receive the following severance payments and benefits (i) a lump sum payment equal to two times his annual base salary as then in effect, to be made in the form of a lump sum payment within 30 days following the separation date, (ii) any annual bonus relating to the prior year, to the extent not yet paid, and a prorated target annual bonus for the year of termination, payable at the time annual bonuses are paid to executives of the Company generally, (iii) (A) any of Mr. Sullivan's RSUs or other equity awards eligible to vest solely based on his continued service will vest in full, (B) any MSUs will vest as to the number of shares earned based on actual performance through the date Executive's employment terminates, (C) any PSUs or other awards eligible to vest based on performance (other than MSUs) shall vest on a prorated basis based on actual performance through the date his employment terminates (or, if such measurement is not practicable, based on actual performance over the period ending as soon as practicable thereafter), and (iv) continued provision of the level of group health coverage provided at the time of termination through the lesser of the number of months until the third December 31st from the effective date of such termination or the date upon which Mr. Sullivan and his dependents become covered under similar plans. In the event Mr. Sullivan's employment with the Company terminates other than for cause or Mr. Sullivan resigns for good reason (as defined in the Employment Agreement) within three months prior to, or 24 months following, a change of control (as defined in the Employment Agreement), Mr. Sullivan would receive these same severance payments and benefits, except that Mr. Sullivan will also receive a lump sum payment equal to two times his target annual bonus and all equity awards eligible to vest in whole or in part based on performance shall be deemed earned based on the greater of actual performance through the date of such termination or 100% of target achievement of performance goals and shall vest without proration. A termination of Mr. Sullivan's employment due to his death or by the Company due to his disability is treated as a termination other than for cause for purposes of the equity-based benefits described above.

The foregoing description of the Employment Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

**Item 8.01. Other Events**

On December 17, 2021, the Company issued a press release, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

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| <b>Exhibit No.</b>   | <b>Description</b>  |
|----------------------|---|
| <a href="#">10.1</a> | <a href="#">Separation Agreement, dated as of December 13, 2021, by and between the Company and Jonathan A. Kennedy</a> |
| <a href="#">10.2</a> | <a href="#">Employment Agreement, dated as of December 13, 2021, by and between the Company and Thomas J. Sullivan</a>  |
| <a href="#">99.1</a> | <a href="#">Press Release dated December 17, 2021</a>   |
| 104                  | The cover page from this Current Report on Form 8-K, formatted in Inline XBRL (included as Exhibit 101).                |

#### 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 hereunto duly authorized.

**NATUS MEDICAL INCORPORATED**  
*(Registrant)*

Dated: December 17, 2021

By: /s/ B. Drew Davies  
Executive Vice President and Chief Financial Officer

December 13, 2021

Via e-mail

Jonathan A. Kennedy

Dear Mr. Kennedy:

As we have discussed, your employment with Natus Medical Incorporated (the "Company") has terminated, effective as of December 13, 2021 (the "Separation Date"). The purpose of this letter (this "Agreement") is to confirm the terms concerning your separation from employment, as follows:

1. **Resignation; Final Salary and Vacation Pay.** You acknowledge and agree that effective as of the Separation Date your employment with the Company terminated and you shall be deemed to have resigned and you hereby resign (i) as President and Chief Executive Officer of the Company, (ii) from your position as a member of the Board of Directors of the Company and from all committees of the Board of Directors on which you serve, (iii) from all officer positions that you hold in the Company, (iv) from all director and/or officer positions that you hold in any subsidiary of the Company and (v) from all committees of the board of directors of any subsidiary of the Company on which you serve. You acknowledge that you have received pay for all work you performed for the Company through the Separation Date, to the extent not previously paid, as well as pay, at your final base rate of pay, for any vacation days you had earned but not used as of the Separation Date, determined in accordance with Company policy and as reflected on the books of the Company.

2. **Severance Benefits.** Subject to this Agreement becoming effective in accordance with its terms and your meeting in full your obligations under this Agreement, including your compliance with the Continuing Obligations (as hereinafter defined), and in full consideration of any rights you may have under the Employment Agreement between you and the Company, dated August 24, 2018 (the "Employment Agreement", attached hereto as Exhibit A):

(a) The Company will pay you an amount equal to two times your final annual base salary (\$743,000 per year) (the "Severance Payment"). The Severance Payment will be made in the form of a lump sum payment within thirty (30) days following the Separation Date.

(b) You will receive an annual bonus for the Company's 2021 fiscal year. The amount, of such annual bonus will be determined by the Company's Board of Directors based on actual performance and determined in the same manner as the Company's annual executive bonus plan program generally (and shall not be less than the target amount of your annual bonus for the Company's 2021 fiscal year) and shall be paid at the time annual bonuses are paid to executives of the Company, but in no event later than March 15, 2022.

(c) If you are enrolled in the Company's group medical plans on the Separation Date, you may elect to continue your participation and that of your eligible dependents in such plan for a period of time pursuant to the federal law known as "COBRA" or

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similar applicable state law (together, “COBRA”). You may make such an election whether or not you accept this Agreement. However, if you elect to continue your participation and that of your eligible dependents in such plans, the Company will pay the full premium costs of your COBRA continuation coverage through the lesser of (i) eighteen (18) months from the Separation Date or (ii) the date you and your dependents become covered under similar plans.

(d) Your outstanding Company equity awards are set forth on Schedule I, attached hereto. As of the Separation Date, all of your unvested Company stock options, restricted stock awards (“RSAs”), time-based restricted stock units (which, for the avoidance of doubt, shall not include any restricted stock units the vesting of which is subject to the achievement of performance (whether in whole or in part), “RSUs” shall vest and become exercisable as to 100% of the shares subject to such awards and your unvested Company performance-based restricted stock units (“PSUs”) and your unvested Company market stock units (“MSUs”) shall vest as to the greater of the target number of shares subject to such awards and the number of shares earned based on actual performance through the Separation Date (measured as of the close of business on the Separation Date (and based on the closing price of the Company’s common stock on such date, for any awards eligible to vest based on the price of the Company’s common stock)). After giving effect to the vesting described in this Section 2(d), all Company equity awards that are unvested as of the Separation Date will be forfeited as of that date. Any vested Company equity awards will remain outstanding in accordance with their respective terms, except that the post-termination of employment exercise period of your stock options will be extended from ninety (90) days following the Separation Date until one hundred and twenty (120) days following the Separation Date.

(e) The Company shall, promptly following (and in any case within three (3) business days following) the date this Agreement becomes effective, communicate your change in employment status and the provisions described in Section 2(d) above to its equity plan administrator.

(f) The Company shall fully pay and assign to you the remainder of the one-year lease for your remote office in Fort Lauderdale, Florida.

### 3. **Acknowledgement of Full Payment and Withholding.**

(a) You acknowledge and agree that the payments provided under Section 1 of this Agreement are in complete satisfaction of any and all compensation or benefits due to you from the Company, whether for services provided to the Company or otherwise, through the Separation Date and that, except as expressly provided under Section 2 or Section 4 of this Agreement, no further compensation or benefits are owed or will be paid to you.

(b) All payments made by the Company under this Agreement shall be reduced by any tax or other amounts required to be withheld by the Company under applicable law and all other lawful deductions authorized by you.

### 4. **Status of Employee Benefits, Paid Time Off, Expenses and Stock Awards.**

(a) Except for any right you may have to continue your participation and that of your eligible dependents in the Company’s medical plan under COBRA and except as provided for in Section 2(b) of this Agreement, your active participation in all employee benefit plans of the Company ended as of the Separation Date, in accordance with the terms of those

plans. You acknowledge that you have not continued to earn paid time off or other similar benefits after the Separation Date. You will receive information about your COBRA continuation rights under separate cover.

(b) Within two (2) weeks following the Separation Date, you must submit your final expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement, and, in accordance with Company policy, reasonable substantiation and documentation for the same. The Company will reimburse you for your authorized and documented expenses within thirty (30) days of receiving such statement pursuant to its regular business practice.

**5. Continuing Obligations, Confidentiality and Non-Disparagement.**

(a) You acknowledge that you continue to be bound by your obligations under the Employment Agreement and the Confidential Information and Invention Assignment Agreement between you and the Company (the "Confidentiality Agreement") that survive the termination of your employment by necessary implication or the terms thereof, as well as any other non-competition, non-solicitation, confidentiality, non-disclosure, non-disparagement, invention assignment or similar obligations with respect to the Company or any of its Affiliates (collectively, the "Continuing Obligations").

(b) Subject to the second sentence of Section 7(c) of this Agreement, you agree that you will never disparage or criticize the Company or its Affiliates (as defined below), or any of their business, management, directors, employees or products or services, and that you will not otherwise do or say anything that could reasonably be expected to disrupt the good morale of employees of the Company or any of its Affiliates or harm the interests or reputation of the Company or any of its Affiliates and the Company's officers and directors shall never disparage or criticize you.

(c) For the purposes of this Agreement, "Affiliates" means all persons and entities directly or indirectly controlling, controlled by or under common control with the Company, where control may be by management authority, equity interest or otherwise.

**6. Return of Company Documents and Other Property.** In signing this Agreement, you represent and warrant that you have returned to the Company any and all documents, materials and information (whether in hardcopy, on electronic media or otherwise) related to the business of the Company and its Affiliates (whether present or otherwise), and all keys, access cards, credit cards, computer hardware and software, telephones and telephone-related equipment and all other property of the Company or any of its Affiliates in your possession or control. Further, you represent and warrant that you have not retained any copy or derivation of any documents, materials or information (whether in hardcopy, on electronic media or otherwise) of the Company or any of its Affiliates. Recognizing that your employment with the Company has terminated as of the Separation Date, you represent and warrant that you have not, since the Separation Date, for any purpose, attempted to access or use any computer or computer network or system of the Company or any of its Affiliates, including without limitation the electronic mail system, and you agree that you will not do so. Further, you acknowledge that you have disclosed to the Company all passwords necessary or desirable to obtain access to, or that would assist in obtaining access to, all information that you have password-protected on any computer equipment, network or system of the Company or any of its Affiliates.

**7. General Release of Claims.**

(a) In exchange for the special severance pay and benefits provided to you under this Agreement, to which you would not otherwise be entitled, the receipt and sufficiency of which is hereby acknowledged, on your own behalf and that of your heirs, executors, administrators, beneficiaries, personal representatives and assigns, you agree that this Agreement shall be in complete and final settlement of any and all causes of action, rights and claims, whether known or unknown, that you have had in the past, now have, or might now have, against the Company or any of its Affiliates of any nature whatsoever, including but not limited to those in any way related to, connected with or arising out of your employment or your other association with the Company or any of its Affiliates or the termination of the same or pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, the fair employment practices laws and statutes of the state or states in which you have provided services to the Company or any of its Affiliates (each as amended from time to time), and/or any other federal, state or local law, regulation or other requirement, and you hereby release and forever discharge the Company, its Affiliates and all of their respective past, present and future directors, shareholders, officers, members, managers, general and limited partners, employees, employee benefit plans, administrators, trustees, agents, representatives, predecessors, successors and assigns, and all others connected with any of them, both individually and in their official capacities, from any and all such causes of action, rights and claims.

(b) In signing this agreement, you expressly waive and relinquish all rights and benefits provided by Section 1542 of the Civil Code of the State of California, and do so understanding and acknowledging the significance of such specific waiver of Section 1542, which section states 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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, you expressly acknowledge that the general release and waiver of claims set forth in this Section 7 is intended to include in its effect, without limitation, all Claims which you do not know or suspect to exist in your favor at the time you sign it, and that this Agreement contemplates the extinguishment of any and all such Claims.

(c) Nothing contained in this Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, provided, however, that you hereby agree to waive your right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by you or by anyone else on your behalf. Nothing in this Agreement, the Employment Agreement or the Confidentiality Agreement limits, restricts or in any other way affects your communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

(d) This Agreement, including the general release of claims set forth in Section 7(a), creates legally binding obligations and the Company and its Affiliates therefore advise you to consult an attorney before signing this Agreement. In signing this Agreement, you give the Company and its Affiliates assurance that you have signed it voluntarily and with a full understanding of its terms; that you have had sufficient opportunity of not less than twenty-one (21) days, before signing this Agreement, to consider its terms and to consult with an attorney, if you wished to do so, or to consult with any members of your immediate family and/or your legal or tax advisors; and that, in signing this Agreement, you have not relied on any promises or representations, express or implied, that are not set forth expressly in this Agreement.

8. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement between you and the Company, and supersedes all prior and contemporaneous communications, agreements and understandings, whether written or oral, with respect to your employment, its termination and all related matters, excluding only the Continuing Obligations and your obligations with respect to the securities of the Company and those sections of the Employment Agreement that survive termination of employment by necessary implication or the terms thereof, all of which shall remain in full force and effect in accordance with their terms.

(b) This Agreement may not be modified or amended, and no breach shall be deemed to be waived, unless agreed to in writing by you and the Board of Directors of the Company or its expressly authorized designee. The captions and headings in this Agreement are for convenience only, and in no way define or describe the scope or content of any provision of this Agreement.

(c) The obligation of the Company to make payments to you or on your behalf under this Agreement, and your right to retain the same, is expressly conditioned upon your continued full performance of your obligations under this Agreement and the Continuing Obligations.

(d) This is a California contract and shall be governed and construed in accordance with the laws of the State of California, without regard to any conflict of laws principles that would result in the application of the laws of another jurisdiction. You agree to submit to the exclusive jurisdiction of the courts of the State of California in connection with any dispute arising out of this Agreement. You acknowledge and agree that Section 15 of the Employment Agreement shall apply to any claims or disputes under this Agreement.

If the terms of this Agreement are acceptable to you, please sign, date and return it to me within twenty-one (21) days of the date you receive it. You may revoke this Agreement at any time during the seven-day period immediately following the date of your signing by notifying me in writing of your revocation within that period. If you do not revoke this Agreement, then, on the eighth day following the date that you signed it, this Agreement shall take effect as a legally binding agreement between you and the Company on the basis set forth above. The enclosed copy of this letter, which you should also sign and date, is for your records.

Formalities aside, I want to take this opportunity to thank you for all of your efforts on behalf of the Company and to wish you well in your future endeavors.

Sincerely,  
NATUS MEDICAL INCORPORATED

By: \_\_\_\_\_  
[Name and Title]

Accepted and agreed:

Signature: \_\_\_\_\_  
Jonathan A. Kennedy

Date: \_\_\_\_\_

Exhibit A  
Employment Agreement

Schedule I

| <u>Grant Date</u> | <u>Grant Type</u> | <u>Exercise Price (\$)</u> | <u>Unvested Shares (at target)</u> |
|-------------------|-------------------|----------------------------|------------------------------------|
| 1/2/2018          | RSA               | N/A                        | 8,525                              |
| 7/11/2018         | Stock Option      | 35.25                      | 37,062                             |
| 1/23/2019         | RSA               | N/A                        | 20,286                             |
| 1/23/2019         | MSU (TSR)         | N/A                        | 20,286                             |
| 1/23/2019         | MSU               | N/A                        | 20,286                             |
| 1/10/2020         | RSA               | N/A                        | 31,575                             |
| 1/10/2020         | PSU               | N/A                        | 21,050                             |
| 1/10/2020         | MSU               | N/A                        | 21,050                             |
| 1/4/2021          | RSA               | N/A                        | 50,037                             |
| 1/4/2021          | RSA               | N/A                        | 16,679                             |
| 1/4/2021          | Stock Option      | 20.61                      | 200,146                            |
| 1/4/2021          | PSU               | N/A                        | 33,334                             |
| 1/4/2021          | MSU               | N/A                        | 16,667                             |
| 1/4/2021          | MSU               | N/A                        | 16,667                             |

\*Before taking into account any accelerated vesting described in Section 4(c) of the Agreement

**NATUS MEDICAL INCORPORATED  
THOMAS J. SULLIVAN EMPLOYMENT AGREEMENT**

This Employment Agreement (the “**Agreement**”) is entered into as of December 13, 2021 by and between Natus Medical Incorporated (“**Natus**” or the “**Company**”), and Thomas J. Sullivan (“**Executive**”). This Agreement shall become effective on the day Executive actually commences employment with the Company (the “**Effective Date**”), which in no event shall be later than December 27, 2021.

1. Duties and Scope of Employment.

(a) Positions and Duties. As of the Effective Date, Executive shall be an employee of the Company, and serve as President and Chief Executive Officer of the Company. Executive will render such business and professional services in the performance of his duties, consistent with Executive’s position within the Company, as shall reasonably be assigned to him by the Company’s Board of Directors (“**Board**”). Executive’s principal place of employment shall be Executive’s primary residence (or other remote work location); provided that Executive acknowledges and agrees that Executive shall be required to travel for business purposes to the Company’s global locations as well as to other customer, investor, supplier, or entity sites as required by his duties. The period of Executive’s employment under this Agreement is referred to herein as the “**Employment Term**.” Executive shall offer his resignation to the Board as Senior Independent Director, however Executive shall remain a member of the Board immediately following the Effective Date and the Company shall nominate Executive to serve on the Board for so long as Executive serves as President and Chief Executive Officer of the Company.

(b) Obligations. During the Employment Term, Executive will perform his duties faithfully and to the best of his ability and will devote his full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity without the prior approval of the Board. Executive is permitted to serve on the Board of Directors of up to one external public or private companies provided that such service is consistent with the Company’s guidelines as from time to time in effect.

2. At-Will Employment. The parties agree that Executive’s employment with the Company will be “at-will” employment and may be terminated at any time with or without cause or notice. Executive understands and agrees that neither his job performance nor promotions, commendations, bonuses or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of his employment with the Company.

3. Compensation. During the Employment Term, Executive shall receive the following compensation and benefits:

(a) Base Salary. The Company will pay Executive a base salary (the “**Base Salary**”) at the rate of \$870,000 per year as compensation for his services. The Base Salary will be paid periodically in accordance with the Company’s normal payroll practices. The Base Salary will be subject to review and adjustments by the Compensation Committee of the Board (“**Compensation Committee**”) based upon the Company’s normal performance review practices, although under no circumstances shall it be lowered below the Base Salary in effect on the Effective Date.

(b) Annual Bonus. Beginning in the 2022 fiscal year, Executive shall be eligible to receive an annual bonus (“**Annual Bonus**”) with a target of 110% of Executive’s Base

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Salary based upon achievement of performance objectives to be determined by the Compensation Committee.

(c) Cash Sign-On Bonus. Upon or promptly following the Effective Date (but in all events during the 2021 calendar year), the Company will pay Executive a one-time cash sign-on bonus of \$538,148 (the “**Sign-On Bonus**”).

(d) Equity Awards. Upon or promptly following the Effective Date (but in all events during the 2021 calendar year), Executive shall be granted (i) market stock units (“**MSUs**”) with a grant date value of approximately \$2,500,000 and (ii) performance-based restricted stock units (“**PSUs**”) with a grant date value of approximately \$2,500,000, with the target number of shares of the Company’s common stock subject to each award determined by dividing \$2,500,000 by the closing price of the Company’s common stock on December 13, 2021, in each case, rounded down to the nearest full share. In addition, in January of 2022, at the same time as annual grants are made to executive officers of the Company generally, Executive shall be granted (x) MSUs with a grant date value of approximately \$1,250,000, (y) PSUs with a grant date value of approximately \$2,500,000 and (z) restricted stock units (“**RSUs**”) with a grant date value of approximately \$1,250,000, with the target number of shares of the Company’s common stock subject to each award determined by dividing the applicable dollar value by the closing price of the Company’s common stock on the date of grant and, in each case, rounded down to the nearest full share. The MSUs, PSUs and RSUs shall be granted under, and shall be subject to the terms and conditions of, the Company’s 2018 Equity Incentive Plan, as from time to time amended, and award agreements to be entered into between the Company and Executive evidencing each such grant, which shall control in the event of any conflict with this Agreement. Beginning after 2022, Executive shall be eligible to receive future equity awards as determined by the Compensation Committee.

4. Employee Benefits. During the Employment Term, Executive will be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, the Company’s group medical, dental, vision, disability, life insurance, 401(k), health savings account, and flexible-spending account plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time. Subject to approval by the Board, if Executive relocates to the location of the Company’s headquarters, as from time to time in effect, Executive will be eligible for reimbursement of full relocation benefits associated with the move in an amount to be mutually agreed upon.

5. Paid Time Off. Executive is entitled to receive five (5) weeks paid time off per calendar year (prorated for partial years), to be taken and carried over in accordance with Natus’ standard benefit policy currently and hereafter maintained by the Company for its executives, and as may be cancelled or changed from time to time.

6. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in the furtherance of or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy as in effect from time to time.

7. Severance.

(a) Involuntary Termination. If Executive’s employment with the Company terminates other than for “Cause” (as defined herein) and other than due to death or Disability (except as provided in Section 7(c) below), and subject to Section 11, Executive shall be entitled to the following:

(i) a lump sum payment due and payable within thirty (30) days after the date of Executive's "separation from service" (as defined in regulations promulgated under Section 409A of the Internal Revenue Code of 1986, as amended ("Code")) and equal to two times (2.0x) his Base Salary as then in effect;

(ii) any Annual Bonus relating to the year immediately prior to the year of termination, to the extent not yet paid, and a prorated target Annual Bonus for the year of termination, with the amount of such target Annual Bonus prorated to reflect the number of days Executive was employed by the Company and its affiliates during the applicable year prior to the date of termination, payable at the time annual bonuses for such year are paid to executives of the Company generally, but in no event later than March 15<sup>th</sup> of the year following the year to which such Annual Bonus relates;

(iii) any stock-based awards will vest as follows: (A) any RSUs or other equity awards that are eligible to vest solely based on Executive's continued service with the Company shall vest in full; (B) any MSUs will vest as to the number of shares earned based on actual performance through the date of Executive's employment, without any proration based on the portion of the applicable performance period during which Executive was employed, and (C) any PSUs or other awards that are eligible to vest in whole or in part based on performance (other than MSUs) shall vest on a prorated basis based on actual performance through the date Executive's employment terminates (or, if such a measurement is not practicable, based on actual performance over the period ending as soon as practicable thereafter, as determined by the Board) and based on the portion of the performance period during which Executive remained employed (for example, if Executive's employment terminated twelve (12) months after the grant date, the performance period was thirty-six (36) months and as of the termination date, 150% of the shares subject to the award were earned based on performance, the number of PSUs vesting would equal 150% of the target PSUs subject to the awards, multiplied by a fraction, the numerator of which is 12 and the denominator of which is 36).

(iv) continued provision by the Company of the level of group health coverage provided by the Company to Executive at the time of such termination, including payment by the Company of the necessary premiums for coverage of Executive and Executive's eligible dependents with group health continuation coverage under Title X of the Consolidated Budget Reconciliation Act of 1985, as amended ("COBRA") and then, if applicable, a comparable policy or provision of healthcare benefits for coverage of Executive and Executive's eligible dependents at the end of the COBRA coverage period through the lesser of (x) the number of months until the third December 31st from the effective date of such termination, or (y) the date upon which Executive and each of Executive's eligible dependents become covered under similar plans; provided, however, that Executive timely elects such COBRA coverage. Notwithstanding anything to the contrary in this Section 7, in the event that the healthcare benefits described in this Section 7(a)(iv) would subject the Company or Executive to any tax or penalty under the Patient Protection and Affordable Care Act (as amended from time to time, the "ACA") or Section 105(h) of the Code or otherwise, Executive and the Company agree to work together in good faith, consistent with the requirements for compliance with or exemption from Section 409A of the Code, to restructure such benefit.

(b) Voluntary Termination; Termination for Cause. If Executive's employment with the Company terminates voluntarily by Executive (other than as described in subsection (d) below) or for Cause by the Company, then (i) all vesting of equity awards will immediately cease, (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (iii) Executive will only

be eligible for severance benefits, if any, in accordance with the Company's established policies as then in effect.

(c) Termination due to Death or Disability. If Executive's employment with the Company is terminated due to Executive's death or by the Company due to Executive's Disability, then (i) subject to Section 11, Executive's equity awards will vest as described in Section 7(a)(iii) or Section 7(d), as applicable, as if such termination was other than for Cause and (ii) all payments of compensation by the Company to Executive will terminate immediately (except as to amounts already earned). For purposes of this Agreement, "Disability" means that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months.

(d) Change of Control Benefits. If within three (3) months prior to or twenty-four (24) months following a "Change of Control" (as defined below) (i) Executive terminates Executive's employment with the Company for Good Reason after providing the Company with written notice within the ninety (90) days after the occurrence of an event constituting Good Reason and an opportunity for the Company to cure such occurrence of not less than thirty (30) days, or (ii) the Company or its successor terminates Executive's employment with the Company other than for Cause and other than due to his death or Disability (except as provided in Section 7(c) above), then Executive shall be entitled to receive the benefits provided for in subsection (a) above, except that (A) the amount of the cash payments provided for in (a)(i) above shall be replaced by a cash payment equal to two times (2.0x) the sum of (x) the greater of Executive's Base Salary as in effect immediately prior to the date of the Company's entering into an agreement providing for such Change of Control (or, if no such agreement is entered into, immediately prior to the Change of Control), or Executive's Base Salary as in effect at the time of Executive's termination after the date of the Change of Control, and (y) the greater of Executive's target Annual Bonus as most recently established by the Board or Compensation Committee prior to the date of the Company's entering into an agreement providing for such Change of Control (or, if no such agreement is entered into, prior to the date of the Change of Control), or Executive's target Annual Bonus as in effect at the time of Executive's termination after the date of the Change of Control; and (B)(1) any stock-based awards (including RSUs and any other time-based awards that are granted after the date hereof) that are eligible to vest solely based on Executive's continued service with the Company shall immediately become fully vested as of the date of termination; and (2) any stock-based awards or rights (including MSU, PSUs, and other forms of performance-based awards that are granted after the date hereof) that vest in whole or in part based on performance shall be deemed earned based on the greater of (y) actual achievement of the applicable performance goals, as provided in the applicable award agreement or this document, through the date of such termination and (z) 100% of target achievement of such performance goals, and shall immediately become vested without proration. Executive shall only be permitted to receive the benefits provided for in subsection (a) once and shall not be permitted to claim such benefits under both subsection (a) and (d) such that Executive would receive the benefits pursuant to subsection (a) or (d) twice.

8. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 8, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits under Section 4(a)(i) shall be either: (A) delivered in full, or (B) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable

under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 8 shall be made in writing by the Company's independent public accountants immediately prior to a Change of Control (the "**Accountants**"), whose determination shall be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 8, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code, and shall take into account the value of reasonable compensation and any restrictive covenants to which Executive is subject to the maximum extent permitted under Sections 280G and 4999 of the Code. The Company and Executive shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 8.

9. Definitions.

(a) Cause. For purposes of this Agreement, "**Cause**" shall mean (i) conviction or indictment of any crime of dishonesty, fraud, misrepresentation or other act of moral turpitude by Executive, (ii) Executive's conviction of a felony, (iii) a willful act by Executive which constitutes disloyalty or gross misconduct injurious to the Company, (iv) misrepresentation or concealment by Executive of any fact for the purpose of securing or maintaining this Agreement, or (v) continued violations by Executive of Executive's employment duties which are willful on Executive's part after Executive has been given written demand for performance from the Board which specifically sets forth the factual basis for the Board's belief that Executive has not substantially performed Executive's duties.

(b) Change of Control. For purposes of this Agreement, "**Change of Control**" of the Company is defined as:

(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company's then outstanding voting securities;

(ii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than forty percent (40%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) the stockholders of the Company approve a plan of complete liquidation of the Company;

(iv) the date of the consummation of the sale or disposition by the Company of all or substantially all the Company's assets; or

(v) a change in the composition of the Board occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors. "**Incumbent Directors**" means directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board

with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination.

(c) Good Reason. For purposes of this Agreement, “**Good Reason**” shall mean, without Executive’s express written consent, (i) the material reduction of Executive’s duties or responsibilities relative to Executive’s duties or responsibilities in effect immediately prior to such reduction; including a reduction in duties or responsibilities in connection with the Company being acquired and made part of a larger entity, following which Executive is not made the Chief Executive Officer of the acquiring corporation; (ii) a material reduction by the Company in Executive’s Base Salary, target Annual Bonus as in effect immediately prior to such reduction; (iii) a material reduction by the Company in the type or level of employee benefits to which Executive is entitled immediately prior to such reduction with the result that Executive’s overall benefits package is significantly reduced, other than changes to benefits that apply generally to Company employees; (iv) the relocation of Executive’s primary worksite to a facility or a location that increases Executive’s commute distance by more than 35 miles from Executive’s then primary worksite (disregarding for this purpose any temporary remote work arrangements); or (v) the failure of the Company to obtain the assumption of this Agreement by any successors contemplated in Section 12; provided, that, notwithstanding anything else contained herein, in the event of the occurrence of a Good Reason condition listed above, Executive must provide notice to the Company within ninety (90) days of the initial occurrence of such Good Reason condition and allow the Company thirty (30) days in which to cure such condition, and if the Company fails to cure the condition within the cure period provided, Executive must terminate employment with the Company within ninety (90) days of the end of the cure period in order to claim a Good Reason termination.

10. Confidential Information; Representation. Executive agrees to enter into the Company’s standard Confidential Information and Invention Assignment Agreement (the “**Confidential Information Agreement**”) upon commencing employment hereunder. Executive represents and warrants that all personal background information provided by him, or to be provided during the term of his employment, in response to background questions asked by the Company pertaining to Executive’s employment, is true and accurate, and does not and will not contain any material omissions, nor shall it omit any material information. Executive further represents and warrants that he has not committed any act as described in section 9(a)(i), (ii) or (iv) hereof.

11. Conditional Nature of Severance Payments.

(a) Non-Solicitation. Until the date that is twenty-four (24) months following the termination of Executive’s employment with the Company for any reason, Executive agrees not to, either directly or indirectly, solicit, or take away any employee or consultant of the Company or cause an employee or consultant of the Company to leave his or her employment or terminate his or her services, either for Executive or for any other entity or person. Additionally, Executive acknowledges that his right to receive the benefits set forth in Section 7, as determined by a court of competent jurisdiction, is contingent upon his continued compliance with this Section 11, and upon any breach of this section all payments made pursuant to Section 7 of this Agreement shall immediately cease and Executive shall immediately return a pro-rated amount of all cash paid to Executive pursuant to Section 7, with the prorated amount determined by multiplying the aggregate cash payments made to Executive pursuant to Section 7 by a fraction, of which the denominator is twenty-four (24) and the numerator is the number (not to be less than zero) equal to twenty-four (24) minus the number of months from the date of termination to the date of the breach as determined in good faith by the court of competent jurisdiction. Notwithstanding any provision herein nothing shall prohibit Executive or Executive’s subsequent employer from placing general advertisements for open positions in publications, online, with recruiters or conveying such opportunities to the market in general via any means and in the

ordinary course of business. that are not specifically targeted at any employee or consultant of the Company.

(b) Understanding of Covenant. Executive represents that Executive (i) is familiar with the foregoing covenant not to solicit, and (ii) is fully aware of Executive's obligations hereunder, including, without limitation, the reasonableness of the length of time, scope and geographic coverage of this covenant.

(c) Release of Claims. Executive agrees and acknowledges that Executive's right to receive the severance payments pursuant to Section 7 (to the extent Executive is otherwise entitled to such payments) is conditioned upon Executive executing a release of claims in favor of the Company and its officers and directors (except for claims to rights set forth herein or to which Executive is otherwise legally entitled under any of the Company's benefit, equity or other similar plans). If Executive does not sign, or signs but then timely revokes his acceptance (as determined by reference to the U.S. Age Discrimination in Employment Act, as amended), of a standard release of claims with the Company, then Executive shall immediately return all sums paid to him and all property received by him pursuant to subsection 7.

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

13. Notices. All notices, requests, demands and other communications called for hereunder shall be in writing and shall be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well-established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing:

If to the Company:

Natus Medical Incorporated  
6701 Koll Center Parkway, Suite 120  
Pleasanton, CA 94566  
*Attn. Chairman of the Board*

If to Executive:

at the last residential address known by the Company.

14. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.

15. Arbitration.

(a) General. In consideration of Executive's service to the Company, its promise to arbitrate all employment related disputes and Executive's receipt of the compensation, pay raises and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the 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 Executive's service to the Company under this Agreement or otherwise or the termination of Executive's service with the Company, including any breach of this Agreement, shall be subject to binding arbitration under Delaware law. Disputes which Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, claims of harassment, discrimination or wrongful termination and any statutory claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(b) Procedure. Executive agrees that any arbitration will be administered by the American Arbitration Association ("AAA") and that a neutral arbitrator will be selected in a manner consistent with its National Rules for the Resolution of Employment Disputes. The arbitration proceedings will allow for discovery according to the rules set forth in the *National Rules for the Resolution of Employment Disputes* or *California Code of Civil Procedure*. Executive 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, prior to any arbitration hearing. Executive agrees that the arbitrator shall issue a written decision on the merits. Executive also agrees that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. Executive understands the Company will pay for any administrative or hearing fees charged by the arbitrator or AAA except that Executive shall pay the first \$200.00 of any filing fees associated with any arbitration Executive initiates. Executive agrees that the arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules and that to the extent that the AAA's National Rules for the Resolution of Employment Disputes conflict with the Rules, the Rules shall take precedence.

(c) Remedy. Except as provided by the Rules, arbitration shall be the sole, exclusive and final remedy for any dispute between Executive and the Company. Accordingly, except as provided for by the Rules, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law that the Company has not adopted.

(d) Availability of Injunctive Relief. In addition to the right under the Rules to petition the court for provisional relief, Executive agrees that any party may also petition the court for injunctive relief where either party alleges or claims a violation of this Agreement or the Confidentiality Agreement or any other agreement regarding trade secrets, confidential information, non-solicitation or Labor Code §2870. In the event either party seeks injunctive relief, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

(e) Administrative Relief. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the workers' compensation board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim.

(f) Voluntary Nature of Agreement. Executive acknowledges and agrees that Executive is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Executive further acknowledges and agrees that Executive has carefully read this Agreement and that Executive has asked any questions needed for Executive to understand the terms, consequences and binding effect of this Agreement and fully understand it, including that Executive is waiving Executive's right to a jury trial. Finally, Executive agrees that Executive has been provided an opportunity to seek the advice of an attorney of Executive's choice before signing this Agreement.

(g) Expenses of Enforcement. In the event of a dispute relating to this Agreement arising during the term of Executive's employment with the Company or within three (3) years following the termination of this Agreement, the Company will reimburse Executive's fees and expenses as incurred quarterly, including reasonable attorneys' fees and expenses, in connection with such dispute, provided that (i) Executive provides the Company with written documentation substantiating the amount of such fees and expenses, and (ii) Executive prevails on at least one material issue in such dispute or an arbitrator does not determine that Executive's legal positions were frivolous or without legal foundation. The Company will make such reimbursement payments quarterly based on the written substantiation documentation submitted by Executive to the Company during the prior quarter; in no event will any reimbursement be made later than the end of the calendar year next following the calendar year in which the expense was incurred by Executive; Executive must provide such written substantiation in time for the Company to make such reimbursement by such deadline. In the event Executive does not so prevail or in the event of a determination by the arbitrator that Executive's legal positions were frivolous or without legal foundation (in either case, a "**Resolution**"), Executive will repay to the Company any amounts previously reimbursed by it and Executive will reimburse the Company for its fees and expenses, including reasonable attorneys' fees, incurred in connection with the dispute, both within a reasonable period of time not to exceed sixty (60) days following the date of the Resolution. The amount of expenses eligible for reimbursement under this Section 15(g) during a calendar year will not affect the amount of expenses eligible for reimbursement under this Section 15(g) in another calendar year, and the right to such reimbursement is not subject to liquidation or exchange for another benefit from the Company.

16. Integration. This Agreement, together with any agreement that the Company has entered into with Executive for the award of stock options, restricted stock, PSUs, MSUs or any other stock-based awards (collectively, "**Equity Award Agreements**"), including any equity plans maintained by the Company pursuant to which any such awards have been made, and the Confidential Information Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless it is in writing and specifically mentions this Section 16 and it is signed by duly authorized representatives of the parties hereto. To the extent that the provisions of Section 7 of this Agreement provide for vesting of equity awards under any Equity Award Agreement that differs from the terms of such Equity Award Agreement, Section 7 of this Agreement shall control.

17. Waiver of Breach. The waiver of a breach of any term or provision of this Agreement, which must be in writing, shall not operate as or be construed to be a waiver of any other previous or subsequent breach of this Agreement.

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

19. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

20. Governing Law. This Agreement will be governed by the laws of the State of New Jersey (with the exception of its conflict of laws provisions).

21. Acknowledgment. Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

**COMPANY:**

**NATUS MEDICAL INCORPORATED**

By: \_\_\_\_\_  
**Joshua H. Levine**  
Title: Chairperson

**EXECUTIVE:**

\_\_\_\_\_  
**Thomas J. Sullivan**



## **Natus Medical Announces Executive Transition**

### **Thomas J. Sullivan Appointed President & Chief Executive Officer No Change To 4th Quarter Guidance**

**PLEASANTON, Calif. (December 17, 2021) - Natus Medical Incorporated (NASDAQ:NTUS)** (the “Company” or “Natus”), a leading provider of medical device solutions focused on the diagnosis and treatment of central nervous and sensory system disorders for patients of all ages, today announced the appointment of Thomas J. Sullivan as President & Chief Executive Officer effective December 27, 2021 and a focus on long-term growth.

Earlier this year, the Board of Directors engaged a strategic consulting firm to assist it in developing a strategy to build upon Natus’ market leading positions. Following the review, the Board retained Egon Zehnder to conduct a succession planning process which reviewed a talented slate of internal and external candidates to lead Natus. In appointing Mr. Sullivan, the Board has selected a 20+ year medical device veteran with extensive global executive experience and diverse expertise in strategic planning, operational excellence, organizational development, business transformation, M&A, and public company leadership.

“We are thrilled to have Tom assume the leadership of Natus at this exciting time for our Company. He is a proven business leader with a long track record of success at creating shareholder value. As a Natus Independent Director these past three years, he has shown his strategic insight and drive for Natus’ potential for market leadership through holistic business model execution,” said Joshua H. Levine, Chairman of the Board of Directors. Mr. Levine added, “the Board would like to thank Jonathan Kennedy for successfully positioning the Company for its next phase of innovation and growth.”

“I am excited at the opportunity to join the Natus leadership team to help realize the great promise of the Company. As a Board Member, I have admired the passionate commitment of our Natus Teammates to the patients that our products impact and am humbled by the opportunity to join them in their mission. Together we will build upon the Natus heritage of innovation and market leadership to drive growth while advancing the standard of care for healthcare professionals in the diagnosis, monitoring, and treatment of impairments of the central nervous and sensory systems,” said Mr. Sullivan.

Prior to joining Natus, Mr. Sullivan was the President & Chief Executive Officer of Spectrum Plastics Group, an industry leading medical device global contract manufacturer. In earlier roles, he led multiple public and privately owned medical device companies including A&E Medical, Symmetry Surgical, and Symmetry Medical. In addition, Mr. Sullivan held numerous executive roles at Johnson & Johnson from 1990 to 2011 including President of J&J Medical Products Canada and the billion-dollar U.S. Orthopedics division. Mr. Sullivan graduated as a Palmer Scholar from The Wharton School at the University of Pennsylvania in 1991 where he earned an MBA in Strategic Management and Information Technology. He also holds a Bachelor of Science magna cum laude in Applied Mathematics and Computer Science from the University of Pittsburgh. He is active in local New Jersey charities as well as the National Multiple Sclerosis Society. Mr. Sullivan has earned the National Association of Corporate Directors (NACD) Directorship Certification®.

The Natus Nominating & Governance Committee of the Board of Directors has been conducting a search process that will ensure the Board's composition is best positioned for company success and regulatory compliance. The Board expects to fill the newly open Independent Director role through this process.

### **About Natus Medical Incorporated**

Natus is a leading provider of medical device solutions focused on the diagnosis and treatment of central nervous and sensory system disorders for patients of all ages. Additional information about Natus Medical can be found at [www.natus.com](http://www.natus.com).

### **Forward-Looking Statements**

This press release contains forward-looking statements, which are generally statements that are not historical facts. Forward-looking statements can be identified by the words “expects”, “anticipates”, “believes”, “intends”, “estimates”, “plans”, “will”, “outlook” and similar expressions. Forward-looking statements are based on management's current plans, estimates, assumptions and projections, and speak only as of the date they are made. These statements relate to current estimates and assumptions of our management as of the date of this press release and involve known and unknown risks, uncertainties and other factors that may cause actual results, levels of activity, performance, or achievements to differ materially from those expressed or implied by the forward-looking statements. Forward-looking statements are only predictions and the actual events or results may differ materially. Natus cannot provide any assurance that its future results or the results implied by the forward-looking statements will meet expectations. The Company's future results could differ materially due to a number of factors, including supply chain delays and constraints, the business, social and economic impact of the COVID-19 pandemic on the Company's business and results of operations, the ability of the Company to realize the anticipated benefits from its new structure or from its consolidation strategy, effects of competition, the Company's ability to successfully integrate and achieve its profitability goals from recent acquisitions, the demand for Natus products and services, the impact of adverse global economic conditions and changing governmental regulations, including foreign exchange rate changes, on the Company's target markets, the Company's ability to expand its sales in international markets, the Company's ability to maintain current sales levels in a mature domestic market, the Company's ability to control costs, risks associated with bringing new products to market, and the Company's ability to fulfill product orders on a timely basis, as well as those factors identified under the heading Item 1A “Risk Factors” in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2020. Natus disclaims any obligation to update information contained in any forward looking statement, except as required by law.

Natus Medical Incorporated  
B. Drew Davies  
Executive Vice President and Chief Financial Officer  
(925) 223-6700  
[InvestorRelations@Natus.com](mailto:InvestorRelations@Natus.com)