

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2025

or

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

For the transition period from _____ to _____

Commission File Number 000-51470

AtriCure, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

34-1940305
(IRS Employer
Identification No.)

7555 Innovation Way
Mason, OH 45040
(Address of principal executive offices)

(513) 755-4100
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

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, \$.001 par value	ATRC	NASDAQ Global Market

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

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

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

Large Accelerated Filer Accelerated Filer Emerging growth company
Non-Accelerated Filer Smaller reporting company

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

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

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding at April 28, 2025</u>
Common Stock, \$.001 par value	49,504,851

Table of Contents

	Page
<u>PART I. FINANCIAL INFORMATION</u>	
Item 1.	3
Condensed Consolidated Financial Statements (Unaudited)	3
Condensed Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024	3
Condensed Consolidated Statements of Operations and Comprehensive Loss for the Three Months Ended March 31, 2025 and 2024	4
Condensed Consolidated Statements of Stockholders' Equity for the Three Months Ended March 31, 2025 and 2024	5
Condensed Consolidated Statements of Cash Flows for the Three Months Ended March 31, 2025 and 2024	6
Notes to Condensed Consolidated Financial Statements	7
Item 2.	16
Management's Discussion and Analysis of Financial Condition and Results of Operations	16
Item 3.	20
Quantitative and Qualitative Disclosures About Market Risk	20
Item 4.	20
Controls and Procedures	20
<u>PART II. OTHER INFORMATION</u>	
Item 1.	21
Legal Proceedings	21
Item 1A.	21
Risk Factors	21
Item 5.	21
Other Information	21
Item 6.	22
Exhibits	22
Signatures	23

PART I. FINANCIAL INFORMATION**Item 1. Financial Statements**

ATRICURE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In Thousands, Except Per Share Amounts)
(Unaudited)

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 99,885	\$ 122,721
Accounts receivable, less allowance for credit losses of \$550	63,323	60,339
Inventories	74,911	75,335
Prepaid and other current assets	13,365	9,431
Total current assets	251,484	267,826
Property and equipment, net	41,239	41,659
Operating lease right-of-use assets	6,968	5,727
Intangible assets, net	54,357	56,467
Goodwill	234,781	234,781
Other noncurrent assets	2,802	2,868
Total Assets	\$ 591,631	\$ 609,328
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 25,176	\$ 25,032
Accrued liabilities	33,205	45,587
Current lease liabilities	2,840	2,805
Total current liabilities	61,221	73,424
Long-term debt	61,865	61,865
Finance and operating lease liabilities	12,708	11,860
Other noncurrent liabilities	1,218	1,210
Total Liabilities	137,012	148,359
Commitments and contingencies (Note 8)		
Stockholders' Equity:		
Common stock, \$0.001 par value, 90,000 shares authorized and 49,493 and 48,869 issued and outstanding	49	49
Additional paid-in capital	863,302	863,710
Accumulated other comprehensive loss	(230)	(1,035)
Accumulated deficit	(408,502)	(401,755)
Total Stockholders' Equity	454,619	460,969
Total Liabilities and Stockholders' Equity	\$ 591,631	\$ 609,328

See accompanying notes to condensed consolidated financial statements.

ATRICURE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In Thousands, Except Per Share Amounts)
(Unaudited)

	Three Months Ended March 31,	
	2025	2024
Revenue	\$ 123,620	\$ 108,851
Cost of revenue	30,992	27,583
Gross profit	92,628	81,268
Operating expenses:		
Research and development expenses	22,528	19,845
Selling, general and administrative expenses	76,054	72,340
Total operating expenses	98,582	92,185
Loss from operations	(5,954)	(10,917)
Other income (expense):		
Interest expense	(1,416)	(1,677)
Interest income	1,042	952
Loss on debt extinguishment	—	(1,362)
Other expense	(180)	(82)
Loss before income tax expense	(6,508)	(13,086)
Income tax expense	239	183
Net loss	\$ (6,747)	\$ (13,269)
Basic and diluted net loss per share	\$ (0.14)	\$ (0.28)
Weighted average shares outstanding—basic and diluted	47,393	46,719
Comprehensive income (loss):		
Unrealized gain on investments	\$ —	\$ 539
Foreign currency translation adjustment	805	(243)
Other comprehensive income	805	296
Net loss	(6,747)	(13,269)
Comprehensive loss, net of tax	\$ (5,942)	\$ (12,973)

See accompanying notes to condensed consolidated financial statements.

ATRICURE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In Thousands)
(Unaudited)

	Three-Month Period Ended March 31, 2024					
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance—December 31, 2023	47,526	\$ 48	\$ 824,170	\$ (357,057)	\$ (993)	\$ 466,168
Impact of equity compensation plans	855	—	3,118	—	—	3,118
Other comprehensive income	—	—	—	—	296	296
Net loss	—	—	—	(13,269)	—	(13,269)
Balance—March 31, 2024	48,381	\$ 48	\$ 827,288	\$ (370,326)	\$ (697)	\$ 456,313

	Three-Month Period Ended March 31, 2025					
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balance—December 31, 2024	48,869	\$ 49	\$ 863,710	\$ (401,755)	\$ (1,035)	\$ 460,969
Impact of equity compensation plans	624	—	(408)	—	—	(408)
Other comprehensive income	—	—	—	—	805	805
Net loss	—	—	—	(6,747)	—	(6,747)
Balance—March 31, 2025	49,493	\$ 49	\$ 863,302	\$ (408,502)	\$ (230)	\$ 454,619

See accompanying notes to condensed consolidated financial statements.

ATRICURE, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)
(Unaudited)

	Three Months Ended March 31,	
	2025	2024
Cash flows from operating activities:		
Net loss	\$ (6,747)	\$ (13,269)
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	9,630	9,265
Depreciation	2,974	2,589
Amortization of intangible assets	2,110	1,863
Amortization of deferred financing costs	120	176
Amortization of investments	—	107
Loss on debt extinguishment	—	1,362
Other non-cash adjustments	495	190
Changes in operating assets and liabilities:		
Accounts receivable	(2,686)	(2,789)
Inventories	750	(4,145)
Other current assets	(3,885)	(3,458)
Accounts payable	(722)	2,093
Accrued liabilities	(12,561)	(14,888)
Other noncurrent assets and liabilities	(504)	(112)
Net cash used in operating activities	(11,026)	(21,016)
Cash flows from investing activities:		
Sales and maturities of available-for-sale securities	—	12,418
Purchases of property and equipment	(2,181)	(2,774)
Proceeds from capital grant	500	—
Net cash (used in) provided by investing activities	(1,681)	9,644
Cash flows from financing activities:		
Proceeds from revolving credit facility, net of financing costs	—	61,210
Payments on debt and leases	(287)	(62,065)
Payment of financing costs and bank fees	—	(860)
Proceeds from stock option exercises	134	390
Shares repurchased for payment of taxes on stock awards	(10,172)	(6,537)
Net cash used in financing activities	(10,325)	(7,862)
Effect of exchange rate changes on cash and cash equivalents	196	(109)
Net decrease in cash and cash equivalents	(22,836)	(19,343)
Cash and cash equivalents—beginning of period	122,721	84,310
Cash and cash equivalents—end of period	\$ 99,885	\$ 64,967
Supplemental cash flow information:		
Cash paid for interest	\$ 1,246	\$ 726
Cash paid for taxes, net of refunds	116	17
Non-cash investing and financing activities:		
Accrued purchases of property and equipment	1,156	860

See accompanying notes to condensed consolidated financial statements.

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

1. DESCRIPTION OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Business—The “Company” or “AtriCure” consists of AtriCure, Inc. and its wholly-owned subsidiaries. The Company is a leading innovator in surgical treatments and therapies for atrial fibrillation (Afib), left atrial appendage (LAA) management and post-operative pain management, and sells its products to medical centers globally through its direct sales force and distributors.

Basis of Presentation—The accompanying interim financial statements have been prepared in accordance with the rules and regulations of the Securities and Exchange Commission (SEC). All intercompany accounts and transactions have been eliminated in consolidation. The accompanying interim financial statements are unaudited, but in the opinion of the Company’s management, contain all normal, recurring adjustments considered necessary to present fairly the financial position, results of operations and cash flows for the periods presented in conformity with accounting principles generally accepted in the United States of America (GAAP) applicable to interim periods. Certain information and footnote disclosures included in annual financial statements prepared in accordance with GAAP have been omitted or condensed. The Company believes the disclosures herein are adequate to make the information presented not misleading. Results of operations are not necessarily indicative of the results expected for the full year or for any future period.

The accompanying interim financial statements should be read in conjunction with the Company’s audited financial statements included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 filed with the SEC. There have been no changes in the Company’s significant accounting policies for the three months ended March 31, 2025 as compared to the significant accounting policies described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024.

Use of Estimates—The preparation of the financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense. Actual results could differ from those estimates.

Segments—The Company evaluates reporting segments in accordance with the Financial Accounting Standards Board’s (FASB) Accounting Standards Codification (ASC) 280, “Segment Reporting”. The chief operating decision maker is its Chief Executive Officer. The Company has one business activity and operates as one operating segment: the development, manufacture and sale of devices used by cardiothoracic and thoracic surgeons in surgical procedures, designed primarily for the ablation of cardiac tissue, the exclusion of the left atrial appendage and the ablation of peripheral nerves. These devices are developed and marketed to a broad base of medical centers globally. Management considers all such sales to be part of the single operating segment. The Chief Executive Officer is regularly provided with consolidated expenses consistent with the presented consolidated statements of operations, accompanied by revenue information by product type and geographic area, for purposes of allocating resources and evaluating financial performance. Revenue by product type and geographic area is included at Note 9 – Revenue. The Company’s long-lived assets are located in the United States, except for \$5,670 as of March 31, 2025 and \$4,021 as of December 31, 2024 located primarily in Europe.

Earnings Per Share—Basic and diluted net loss per share are computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Since the Company has experienced net losses for all periods presented, net loss per share excludes the effect of 3,008 and 2,615 shares as of March 31, 2025 and 2024 because they are anti-dilutive. Therefore, the number of shares used for basic and diluted net loss per share are the same.

2. FAIR VALUE

Fair value is defined as the exchange price that would be received for an asset or paid to settle a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. To measure fair value of assets and liabilities, the Company uses the following fair value hierarchy based on three levels of inputs:

- Level 1—Observable inputs, such as quoted prices in active markets for identical assets or liabilities.
- Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table represents the Company’s fair value hierarchy for its financial assets measured at fair value on a recurring basis as of March 31, 2025:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds	\$ 83,368	\$ —	\$ —	\$ 83,368
Total assets	\$ 83,368	\$ —	\$ —	\$ 83,368

There were no changes in the levels or methodology of measurement of financial assets and liabilities during the three months ended March 31, 2025.

The following table represents the Company’s fair value hierarchy for its financial assets measured at fair value on a recurring basis as of December 31, 2024:

	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)	Total
Assets:				
Money market funds	\$ 101,147	\$ —	\$ —	\$ 101,147
Total assets	\$ 101,147	\$ —	\$ —	\$ 101,147

Contingent Consideration. The Company’s contingent consideration arrangements arising from the SentreHEART acquisition obligate the Company to pay certain defined amounts to former shareholders of SentreHEART if specified milestones are met related to the aMAZET™ IDE clinical trial, including PMA approval and reimbursement for the therapy involving SentreHEART’s devices. The PMA approval milestone expired December 31, 2023, while the achievement period for the reimbursement milestone expires on December 31, 2026. The Company assessed the projected probability of payment during the contractual achievement periods to be remote, resulting in no reported fair value as of March 31, 2025 and December 31, 2024.

3. INVENTORIES

Inventories consist of the following:

	March 31, 2025	December 31, 2024
Raw materials	\$ 37,410	\$ 37,703
Work in process	6,411	3,604
Finished goods	31,090	34,028
Total	\$ 74,911	\$ 75,335

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

4. INTANGIBLE ASSETS

The following table provides a summary of the Company's intangible assets:

	March 31, 2025		December 31, 2024	
	Cost	Accumulated Amortization	Cost	Accumulated Amortization
Technology	\$ 46,470	\$ 13,863	\$ 46,470	\$ 13,103
Patents	30,000	8,250	30,000	6,900
Total	\$ 76,470	\$ 22,113	\$ 76,470	\$ 20,003

The following table summarizes the allocation of amortization expense of intangible assets:

	Three Months Ended March 31,	
	2025	2024
Cost of revenues	\$ 1,350	\$ 1,125
Research and development expenses	760	738
Total	\$ 2,110	\$ 1,863

Future amortization expense is projected as follows:

2025 (excluding the three months ended March 31, 2025)	\$ 6,331
2026	9,535
2027	10,435
2028	6,535
2029	2,935
2030 and thereafter	18,586
Total	\$ 54,357

5. ACCRUED LIABILITIES

Accrued liabilities consist of the following:

	March 31, 2025	December 31, 2024
Accrued compensation and employee-related expenses	\$ 26,880	\$ 39,505
Sales returns and allowances	3,141	3,123
Other accrued liabilities	3,184	2,959
Total	\$ 33,205	\$ 45,587

6. INDEBTEDNESS

The Company has a credit agreement (Credit Agreement) with JPMorgan Chase Bank, N.A., as administrative agent, and JPMorgan Chase Bank, N.A., as bookrunner and lead arranger (JPMCB), and Silicon Valley Bank, a Division of First-Citizens Bank & Trust Company, as Joint Lead Arrangers and Joint Bookrunners, and the lenders party thereto (Lenders) effective January 5, 2024. The Credit Agreement provides for an asset based revolving credit facility (ABL Facility) in an amount of up to \$125,000. Borrowing availability under the ABL Facility is based on the lesser of \$125,000 or a borrowing base calculation as defined by the Credit Agreement. The Company may request an increase in the revolving commitment by up to \$40,000 (not to exceed a total of \$165,000). A portion of the ABL Facility, limited to \$5,000, is available for the issuance of letters of credit by JPMCB or other financial institutions. JPMCB in its sole discretion, may create swingline loans by advancing floating rate revolving loans requested. Any such swingline loans will reduce availability under the ABL Facility on a dollar-for-dollar basis.

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

The Credit Agreement has a three-year term, and all outstanding borrowings are due upon maturity of the Credit Agreement on January 5, 2027. Subject to customary exceptions and restrictions, the Company may voluntarily prepay outstanding amounts under the ABL Facility at any time thereafter without premium or penalty. Any voluntary prepayments made will not reduce commitments under the ABL Facility. The Credit Agreement contains mandatory prepayment provisions which require prepayment of amounts outstanding under the ABL Facility upon specified events or Availability shortfall.

As of March 31, 2025, the Company had borrowings of \$61,865 and had borrowing capacity of \$61,885 under the ABL facility. Future maturities of long-term debt are projected as follows:

2025 (excluding the three months ended March 31, 2025)	\$	—
2026		—
2027		61,865
2028		—
2029		—
Total long-term debt, of which \$61,865 is noncurrent	\$	<u>61,865</u>

The ABL Facility is subject to a facility fee of 0.37% per annum of the daily available revolving commitment and paid on a quarterly basis. Outstanding amounts under the Credit Agreement bear interest at a rate per annum equal to, at the Company's election: (i) an alternate base rate (ABR) plus an applicable margin or (ii) an adjusted term secured overnight financing rate (SOFR) plus an applicable margin. All swingline loans bear interest at a rate per annum equal to the ABR plus the applicable margin under the Credit Agreement. Alternate base rate is equal to the greater of Prime, the NYFRB Rate plus 0.50% or Adjusted Term SOFR Rate plus 1.00%. The applicable margin on borrowings will adjust ranging 1.50% to 1.75% per annum for ABR borrowings and from 2.50% to 2.75% per annum for SOFR term borrowings determined by the average historical excess availability. Participation and fronting fees are accrued and paid on a quarterly basis. As of March 31, 2025, the effective interest rate on the ABL Facility was 6.92%.

The ABL Facility is secured by the assets of the Company, consisting of personal, tangible or intangible property, including certain outstanding equity interests of the Company's direct subsidiaries, subject to limitations specified in the Credit Agreement. The Credit Agreement contains customary representations and warranties, events of default and financial, affirmative and negative covenants for facilities of this type, including but not limited to financial covenants relating to a fixed charge coverage ratio, a minimum liquidity requirement and a minimum excess availability requirement, and restrictions on indebtedness, liens, investments and acquisitions, asset dispositions, specified agreements, restricted payments and prepayment of certain indebtedness.

7. LEASES

The Company has operating and finance leases for office, manufacturing and warehouse facilities and automobiles. The Company's leases have remaining lease terms of less than one year to eleven years. Options to renew or extend leases beyond their initial term have been excluded from measurement of the right-of-use (ROU) assets and lease liabilities as exercise is not reasonably certain.

The weighted average remaining lease term and the discount rate for the reporting periods are as follows:

	March 31, 2025	December 31, 2024
Operating Leases		
Weighted average remaining lease term (years)	5.8	4.4
Weighted average discount rate	6.9 %	6.9 %
Finance Leases		
Weighted average remaining lease term (years)	5.4	5.7
Weighted average discount rate	7.0 %	7.0 %

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

A letter of credit for \$1,250 issued to the lessor of the Company's corporate headquarters building is renewed annually and remains outstanding as of March 31, 2025.

The components of lease expense are as follows:

	Three Months Ended March 31,	
	2025	2024
Operating lease cost	\$ 466	\$ 380
Finance lease cost:		
Amortization of right-of-use assets	262	255
Interest on lease liabilities	147	157
Total finance lease cost	\$ 409	\$ 412

Short-term lease expense was not significant for the three months ended March 31, 2025 and 2024.

Supplemental cash flow information related to leases is as follows:

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows for operating leases	\$ 538	\$ 393
Operating cash flows for finance leases	147	158
Financing cash flows for finance leases	287	264
Right-of-use assets and corresponding lease obligations related to new and modified lease agreements:		
Operating leases	1,558	235
Finance leases	—	—

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

Supplemental balance sheet information related to leases is as follows:

	March 31, 2025	December 31, 2024
Operating Leases		
Operating lease right-of-use assets	\$ 6,968	\$ 5,727
Current lease liabilities	\$ 1,625	\$ 1,619
Finance and operating lease liabilities	5,743	4,579
Total operating lease liabilities	<u>\$ 7,368</u>	<u>\$ 6,198</u>
Finance Leases		
Property and equipment, at cost	\$ 14,765	\$ 14,765
Accumulated depreciation	(9,137)	(8,875)
Property and equipment, net	<u>\$ 5,628</u>	<u>\$ 5,890</u>
Current lease liabilities	\$ 1,215	\$ 1,186
Finance and operating lease liabilities	6,965	7,281
Total finance lease liabilities	<u>\$ 8,180</u>	<u>\$ 8,467</u>

Future maturities of lease liabilities as of March 31, 2025 are as follows:

	Operating Leases	Finance Leases
2025 (excluding the three months ended March 31, 2025)	\$ 1,417	\$ 1,309
2026	1,699	1,775
2027	1,654	1,808
2028	1,237	1,842
2029	883	1,818
2030 and thereafter	2,193	1,339
Total payments	<u>\$ 9,083</u>	<u>\$ 9,891</u>
Less imputed interest	(1,715)	(1,711)
Total	<u>\$ 7,368</u>	<u>\$ 8,180</u>

8. COMMITMENTS AND CONTINGENCIES

Cooperation Agreement. The Company holds an exclusive licensing agreement (Cooperation Agreement) to co-develop and commercialize equipment incorporating pulsed field ablation (PFA) technology. The Cooperation Agreement requires the Company to pay contingent consideration, settled in cash, with a maximum payout of \$28,000 if all milestones are achieved successfully through the agreement term ending 2034. The contingent consideration will be expensed when each milestone is paid or becomes payable as a result of achievement. As of March 31, 2025, the milestones were not yet achieved and therefore, there is no financial impact during the period. The agreement also contains provisions requiring future royalty payments on devices incorporating co-developed technology upon commercialization.

Purchase Agreements. The Company enters into standard purchase agreements with suppliers in the ordinary course of business, generally with terms that allow cancellation. In 2022, the Company entered into a clinical trial management agreement for the LeAAPS clinical trial. The terms of the agreement require payments upon achievement of various enrollment and project milestones over the estimated ten-year term, yet the agreement may be terminated early for any reason. Furthermore, we incur additional variable costs, including pass through costs from clinical trial sites. Payments made under this agreement were \$4,112 and \$2,787 for the three months ended March 31, 2025 and 2024.

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

Legal. The Company may, from time to time, become a party to legal proceedings which are subject to many uncertainties. Litigation and administrative proceedings over patent and other intellectual property rights are common in our industry, as are requests for information related to interactions with medical professionals. Accordingly, the financial impact of ultimate resolutions from legal proceedings may not be known for extended periods of time and are not predictable with assurance. A liability is established once management determines a loss is probable and an amount can be reasonably estimated. The Company recognizes income from a favorable resolution of legal proceedings when the associated cash or assets are received.

On February 7, 2025, representatives for former securityholders of SentreHEART, Inc. filed a complaint in the Delaware Court of Chancery naming the Company as a defendant. The Company acquired SentreHEART, Inc. pursuant to a merger agreement dated August 11, 2019. The merger agreement provides for contingent consideration to be paid upon achievement of specified PMA and CPT reimbursement milestones by specified dates. The complaint alleges breach of contract and a related claim for breach of the implied covenant of good faith and fair dealing resulting from the Company's alleged failure to use commercially reasonable efforts to obtain premarket approval from FDA for the LARIAT System. The complaint seeks damages in the amount of the original PMA and CPT reimbursement milestones of up to \$260,000 plus interest. The Company intends to vigorously defend this claim. A liability has not been recognized related to this matter because any potential loss is not currently probable or reasonably estimable.

9. REVENUE

The Company develops, manufactures and sells devices designed for surgical ablation of cardiac tissue, exclusion of the left atrial appendage, and temporarily blocking pain by ablating peripheral nerves. These devices are marketed to a broad base of medical centers globally. The Company recognizes revenue when control of promised goods is transferred to customers in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods.

United States revenue by product type is as follows:

	Three Months Ended March 31,	
	2025	2024
Open ablation	\$ 33,308	\$ 29,300
Minimally invasive ablation	8,480	12,318
Pain management	17,270	12,739
Appendage management	42,091	35,892
Total United States	<u>\$ 101,149</u>	<u>\$ 90,249</u>

International revenue by product type is as follows:

	Three Months Ended March 31,	
	2025	2024
Open ablation	\$ 8,995	\$ 7,902
Minimally invasive ablation	2,013	2,114
Pain management	1,789	937
Appendage management	9,674	7,649
Total International	<u>\$ 22,471</u>	<u>\$ 18,602</u>

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

Revenue attributed to customer geographic locations is as follows:

	Three Months Ended March 31,	
	2025	2024
United States	\$ 101,149	\$ 90,249
Europe	14,198	11,348
Asia Pacific	6,784	6,281
Other International	1,489	973
Total International	22,471	18,602
Total Revenue	\$ 123,620	\$ 108,851

10. INCOME TAX PROVISION

The Company files federal, state and foreign income tax returns in jurisdictions with varying statutes of limitations. The Company uses the asset and liability method to determine its provision for income taxes. The Company's provision for income taxes in interim periods is computed by applying the discrete method and is based on financial results through the end of the interim period. The Company determined that using the discrete method is more appropriate than using the annual effective tax rate method. The Company is unable to estimate the annual effective tax rate with sufficient precision to use the effective tax rate method, which requires a full-year projection of income. The effective tax rate for the three months ended March 31, 2025 and 2024 was (3.7%) and (1.4%). The Company's worldwide effective tax rate differs from the US statutory rate of 21% primarily due to valuation allowances.

The Company's federal, state, local and foreign tax returns are routinely subject to review by various taxing authorities. The Company has not accrued any interest and penalties related to unrecognized income tax benefits as a result of offsetting net operating losses. However, if required, the Company will recognize interest and penalties within income tax expense and within the related tax liability.

11. EQUITY COMPENSATION PLANS

The Company has two share-based incentive plans: the 2023 Stock Incentive Plan (2023 Plan) and the 2018 Employee Stock Purchase Plan (ESPP).

Stock Incentive Plan

Under the 2023 Plan, the Board of Directors may grant restricted stock awards or restricted stock units (collectively RSAs), nonstatutory stock options, performance share awards, performance share units or stock appreciation rights to Company employees, directors and consultants, and may grant incentive stock options to Company employees. The Compensation Committee of the Board of Directors, as the administrator of the 2023 Plan, has the authority to determine the terms of any awards, including the number of shares subject to each award, the exercisability of the awards and the form of consideration. As of March 31, 2025, 4,087 shares of common stock have been reserved for issuance under the 2023 Plan, and 1,486 shares were available for future grants. The Company issues registered shares of common stock for stock option exercises, restricted stock grants and performance share award payments.

Employee Stock Purchase Plan

Under the ESPP, shares of the Company's common stock may be purchased at a discount (15%) to the lesser of the closing price of the Company's common stock on the first or last trading day of the offering period. The offering period (currently six months) and the offering price are subject to change. Participants may not purchase more than \$25 of the Company's common stock in a calendar year or more than 3 shares during an offering period. As of March 31, 2025, there were 519 shares available for future issuance under the ESPP.

ATRICURE, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands, except per share amounts)
(Unaudited)

Share-Based Compensation Expense Information

The following table summarizes the allocation of share-based compensation expense:

	Three Months Ended March 31,	
	2025	2024
Cost of revenue	\$ 669	\$ 530
Research and development expenses	1,852	1,619
Selling, general and administrative expenses	7,109	7,116
Total	\$ 9,630	\$ 9,265

12. COMPREHENSIVE LOSS AND ACCUMULATED OTHER COMPREHENSIVE LOSS

In addition to net losses, comprehensive loss includes foreign currency translation adjustments and unrealized gains (losses) on investments.

Accumulated other comprehensive loss consisted of the following, net of tax:

	Three Months Ended March 31,	
	2025	2024
Total accumulated other comprehensive loss at beginning of period	\$ (1,035)	\$ (993)
<u>Unrealized Gains (Losses) on Investments</u>		
Balance at beginning of period	\$ —	\$ (800)
Other comprehensive income before reclassifications	—	539
Balance at end of period	\$ —	\$ (261)
<u>Foreign Currency Translation Adjustment</u>		
Balance at beginning of period	\$ (1,035)	\$ (193)
Other comprehensive income (loss) before reclassifications	717	(262)
Amounts reclassified to other income	88	19
Balance at end of period	\$ (230)	\$ (436)
Total accumulated other comprehensive loss at end of period	\$ (230)	\$ (697)

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

(Dollar amounts referenced in this Item 2 are in thousands, except per share amounts.)

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the accompanying Condensed Consolidated Financial Statements and notes thereto contained in Item 1 of Part I of this Form 10-Q and our audited financial statements and notes thereto as of and for the year ended December 31, 2024 included in our Form 10-K filed with the Securities and Exchange Commission (SEC) to provide an understanding of our results of operations, financial condition and cash flows. This discussion and analysis contains forward-looking statements that involve risks, uncertainties and assumptions. The actual results may differ from those anticipated in these forward-looking statements as a result of many factors, including but not limited to those set forth under Item 1A “Risk Factors,” the cautionary statement regarding forward-looking statements below and elsewhere in this Form 10-Q.

Forward-Looking Statements

This Form 10-Q, including the sections titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, “Quantitative and Qualitative Disclosures about Market Risk” and “Risk Factors,” contains forward-looking statements regarding our future performance. All forward-looking information is inherently uncertain and actual results may differ materially from assumptions, estimates or expectations reflected or contained in the forward-looking statements as a result of various factors, including those set forth under “Risk Factors” and elsewhere in this quarterly report on Form 10-Q, and in our annual report on Form 10-K for the year ended December 31, 2024. There may be additional risks of which we are not presently aware or that we currently believe are immaterial which could have an adverse impact on our business. Forward-looking statements often address our expected future business, financial performance, financial condition and results of operations, and often contain words such as “intends,” “estimates,” “anticipates,” “hopes,” “projects,” “plans,” “expects,” “drives,” “seek,” “believes,” “see,” “focus,” “should,” “will,” “would,” “opportunity,” “outlook,” “could,” “can,” “may,” “future,” “predicts,” “target,” “potential,” “forecast,” “trend,” “might” and similar expressions and the negative versions of those words, and may be identified by the context in which they are used. However, the absence of these words does not mean that a statement is not forward-looking. Forward-looking statements include, without limitation, statements that address activities, events, circumstances or developments that AtriCure expects, believes or anticipates will or may occur in the future, such as earnings estimates (including projections and guidance), other predictions of financial performance, launches by AtriCure of new products, developments with competitors and market acceptance of AtriCure's products. Such statements are based largely upon current expectations of AtriCure. Reliance should not be placed on forward-looking statements because they involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements to differ materially from those expressed or implied. Forward-looking statements are based on AtriCure’s expectations, experience and perception of current conditions, trends, expected future developments and other factors it believes are appropriate under the circumstances and are subject to numerous risks and uncertainties, many of which are beyond AtriCure’s control. In other words, these statements are not guarantees of future performance and inherently involve a wide range of risks and uncertainties that are difficult to predict. With respect to the forward-looking statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995. These forward-looking statements speak only as of the date of this Form 10-Q. We undertake no obligation to publicly update or revise any forward-looking statements to reflect new information or future events or otherwise unless required by law.

Overview

We are a leading innovator in treatments for atrial fibrillation (Afib), left atrial appendage (LAA) management and post-operative pain management. Our ablation and left atrial appendage management (LAAM) products are used by physicians during both open-heart and minimally invasive procedures. In open-heart procedures, the physician is performing heart surgery for other conditions and our products are used in conjunction with (or “concomitant” to) such a procedure. Minimally invasive procedures are performed on a standalone basis, and often include multi-disciplinary or “hybrid” approaches, combining surgical procedures using AtriCure ablation and LAAM products with catheter ablation procedures performed by electrophysiologists. Our pain management devices are used by physicians to freeze nerves during cardiothoracic or thoracic surgical procedures. We anticipate that substantially all of our revenue for the foreseeable future will relate to products we currently sell or are in the process of developing.

We sell our products to medical centers through our direct sales force in the United States, Germany, France, the United Kingdom, the Benelux region, Australia and Canada. We also sell our products through distributors who in turn sell our products to medical centers in other markets. Our business is primarily transacted in U.S. Dollars; direct sales transactions outside the United States are transacted in Euros, British Pounds, Australian Dollars or Canadian Dollars.

Recent Developments

During the first quarter of 2025, we realized strong growth across many of our key franchises and geographies, resulting from our continued strategic initiatives of product innovation, clinical science and physician education and training to expand awareness and adoption. Our worldwide revenue for the three months ended March 31, 2025 was \$123,620, representing an increase of \$14,769, or 13.6% (14.1% on a constant currency basis), over the first three months of 2024, highlighted by accelerated adoption in our open-chest appendage management and pain management product lines, where recent product launches contributed to growth. Historically there have been limited competitors in our key markets. However, new entrants are developing competing products, procedures, and/or clinical solutions that may cause variability in our results.

Highlights of the strategic and operational advancements include:

PRODUCT INNOVATION. We continue to invest in research and development of new products and pursue regulatory approvals to market and sell globally across all franchises.

- During the first quarter of 2025, FDA granted 510(k) clearance for the AtriClip® PRO-Mini™ LAA Exclusion System. The device is built on the existing AtriClip platform, preloaded with the smallest surgical LAA management implant available in the market. The size reduction provides surgeons with enhanced visualization for precise, secure exclusion of the LAA during minimally invasive procedures. We expect to launch the AtriClip PRO-Mini device later in 2025.
- In April 2025, FDA granted 510(k) clearance for the cryoICE® cryoXT™ probe, a cryoablation device designed specifically for Cryo Nerve Block therapy to alleviate pain in amputation patients. This device temporarily blocks pain by freezing target peripheral nerves, blocking the conduction pathway at the site of amputation. We expect to launch the cryoXT probe later in 2025.

CLINICAL SCIENCE. We invest in studies to expand labeling claims, support various indications for our products and gather and publish clinical data for therapies and procedures involving our products.

LeAAPS. The Left Atrial Appendage Exclusion for Prophylactic Stroke Reduction (LeAAPS) IDE clinical trial is designed to evaluate the effectiveness of prophylactic LAA exclusion using the AtriClip LAA Exclusion System for the prevention of ischemic stroke or systemic arterial embolism in cardiac surgery patients without pre-operative AF diagnosis who are at risk for these events. This prospective, multicenter, randomized trial evaluates safety at 30 days post-procedure to demonstrate no increased risk with LAA exclusion during cardiac surgery, and efficacy over a minimum follow-up of five years post procedure. The trial provides for enrollment of up to 6,500 subjects at up to 250 sites worldwide. The first patient was enrolled in the trial in January 2023, and we ended the first quarter of 2025 with over 5,100 patients enrolled. Trial enrollment is expected to be completed in the second half of 2025.

BoxX-NoAF. The EnCompass clamp and the AtriClip in Box Lesion and Left Atrial Appendage EXclusion Procedure for the Prevention of New Onset of Atrial Fibrillation (BoxX-NoAF) IDE trial will evaluate the impact of concomitant ablation and LAA exclusion in non-AF patients for the reduction of post-operative AF (POAF) and Clinical AF. This prospective, multi-center, multi-national randomized trial evaluates safety at 30 days post-procedure for POAF and secondary effectiveness for Clinical AF through three years. The trial provides enrollment of up to 960 subjects. FDA approved the trial protocol during the fourth quarter of 2024, and we expect site initiation to begin later this year.

TRAINING. Our professional education team conducts a variety of in-person and virtual training programs for physicians and other healthcare professionals. These training methods ensure access to continuing education and awareness of our products and related procedures. During 2025, we launched new and innovative training methods for physicians that include virtual proctoring and observerships as well as the ability to review case-in-a-box on a peer-to-peer basis. We have also extended our courses for Advanced Practice Providers, incorporating new content and workshops. We also recently launched our first electronic manual created by physicians for physicians that provides an outline for best practices in developing and growing a Hybrid Ablation Program. These new training events along with our traditional on-demand, local and national training courses allow for collaborative, hands-on engagement with our physician partners and other healthcare professionals. Additionally, our professional education courses continue to be enhanced by the use of simulation models or synthetic cadavers, known as CADets. These reusable CADets provide a sustainable alternative to the use of cadaver specimens, in addition to increasing the efficiencies of education and more cost effective training alternatives.

Results of Operations

Three months ended March 31, 2025 compared to three months ended March 31, 2024

The following table sets forth, for the periods indicated, our results of operations expressed as dollar amounts and as percentages of revenue:

	Three Months Ended March 31,			
	2025		2024	
	Amount	% of Revenues	Amount	% of Revenues
Revenue	\$ 123,620	100.0 %	\$ 108,851	100.0 %
Cost of revenue	30,992	25.1	27,583	25.3
Gross profit	92,628	74.9	81,268	74.7
Operating expenses:				
Research and development expenses	22,528	18.2	19,845	18.2
Selling, general and administrative expenses	76,054	61.5	72,340	66.5
Total operating expenses	98,582	79.7	92,185	84.7
Loss from operations	(5,954)	(4.8)	(10,917)	(10.0)
Other expense, net:	(554)	(0.4)	(2,169)	(2.0)
Loss before income tax expense	(6,508)	(5.3)	(13,086)	(12.0)
Income tax expense	239	0.2	183	0.2
Net loss	\$ (6,747)	(5.5) %	\$ (13,269)	(12.2) %

Revenue. The following table sets forth, for the periods indicated, our revenue by product type and geography expressed as dollar amounts and the corresponding change in such revenues between periods, in both dollars and percentages:

	Three Months Ended March 31,		Change	
	2025	2024	Amount	%
	Open ablation	\$ 33,308	\$ 29,300	\$ 4,008
Minimally invasive ablation	8,480	12,318	(3,838)	(31.2)
Pain management	17,270	12,739	4,531	35.6
Appendage management	42,091	35,892	6,199	17.3
Total United States	\$ 101,149	\$ 90,249	\$ 10,900	12.1
Total International	22,471	18,602	3,869	20.8
Total revenue	\$ 123,620	\$ 108,851	\$ 14,769	13.6 %

Worldwide revenue increased 13.6% (14.1% on a constant currency basis). In the United States, sales grew in most product lines with strong contribution from our EnCompass® clamp in open ablation, AtriClip® FLEX-Mini™ for appendage management and our cryoSPHERE MAX™ probe for post-operative pain management. Minimally invasive ablation and minimally invasive appendage management sales declined during the quarter as customers referred fewer patients for Hybrid procedures. International sales increased 20.8% (23.9% on a constant currency basis), with growth in major geographic markets driven by appendage management, open ablation and pain management franchises.

Revenue reported on a constant currency basis is a non-GAAP measure calculated by applying previous period foreign currency exchange rates, which are determined by the average daily exchange rate, to each of the comparable periods. Revenue is analyzed on a constant currency basis to better measure the comparability of results between periods. Because changes in foreign currency exchange rates have a non-operating impact on revenue, we believe that evaluating growth in revenue on a constant currency basis provides an additional and meaningful assessment of revenue to both management and investors.

Cost of revenue and gross margin. Cost of revenue increased \$3,409 primarily reflecting higher sales volumes. Gross margin increased 27 basis points, driven by favorable product mix.

Research and development expenses. Research and development expenses increased \$2,683 or 13.5%. Clinical trial expenses increased \$2,025 driven by LeAAPS clinical trial patient enrollment and follow up activities. Expansion of product development, clinical and regulatory teams resulted in \$1,661 increase in personnel costs including share-based compensation. These increases were partially offset by a \$692 reduction in regulatory filing and submission costs as a result of the timing of product development initiatives.

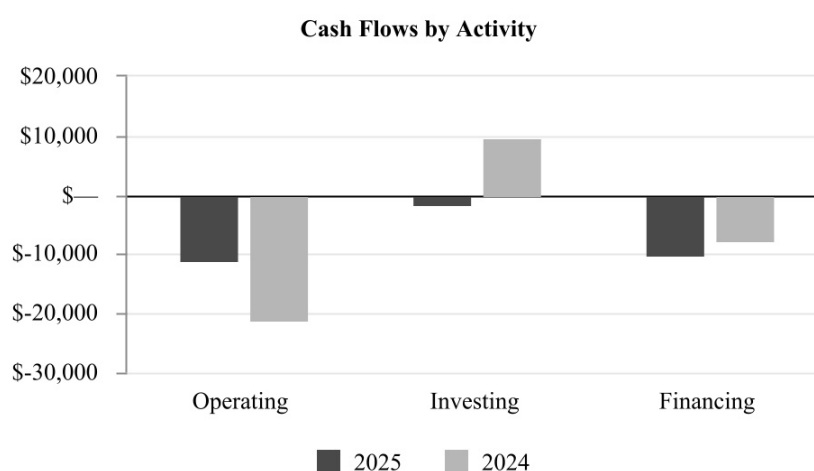
Selling, general and administrative expenses. Selling, general and administrative expenses increased \$3,714, or 5.1%, driven by a \$4,238 increase in personnel costs, primarily reflecting headcount growth. These increases were partially offset by a \$542 decrease in travel costs.

Other income (expense). Other income and expense consists primarily of net interest expense and net foreign currency transaction gains or losses.

Liquidity and Capital Resources

As of March 31, 2025, we had cash and cash equivalents of \$99,885 and outstanding debt of \$61,865. We had unused borrowing capacity of \$61,885 (see Note 6 – Indebtedness for related discussion). All cash equivalents and most of our operating cash is held in United States financial institutions. A small portion of our cash is held in foreign banks to support our international operations. We had net working capital of \$190,263 and an accumulated deficit of \$408,502 as of March 31, 2025.

Consolidated Cash Flows - For the three months ended March 31, 2025 and 2024



Cash flows used in operating activities. Net cash used in operating activities decreased \$9,990 from 2024 to 2025, reflecting the improvement in operating results of \$6,522, driven by higher sales and improvements to operating margin. In addition, cash used for working capital and other assets and liabilities decreased \$3,691 primarily due to moderating investments in inventory.

Cash flows used in investing activities. Net cash used in investing activities increased by \$11,325 in 2025 compared to 2024, due a \$12,418 decrease in sales and maturities of available-for-sale securities offset by a \$500 increase in capital grant proceeds and \$593 decrease of purchases of property and equipment.

Cash flows used in financing activities. Net cash used in financing activities increased by \$2,463 in 2025. This increase was a result a \$3,635 increase in shares repurchased for payment of taxes on stock awards, offset by a \$1,428 reduction of payments for extinguishment of debt and financing fees from 2024.

Credit facility. The Company has a credit agreement (Credit Agreement) with JPMorgan Chase Bank, N.A. as Administrative Agent, JPMorgan Chase Bank, N.A. and Silicon Valley Bank, a division of First-Citizens Bank and Trust Company, as Joint Lead Arrangers and Joint Bookrunners effective January 5, 2024. The Credit Agreement provides for a \$125,000 asset-based revolving credit facility (ABL Facility), with an option to increase the revolving commitment by an additional \$40,000. A portion of the ABL Facility, limited to \$5,000, is available for the issuance of letters of credit. The Credit

Agreement has a three-year term and expires January 5, 2027. Amounts available to be drawn from time to time under the ABL Facility are determined by calculating the applicable borrowing base, which is based upon applicable percentages of the values of eligible accounts receivable, eligible inventory, eligible liquid assets, less reserves as determined by the Administrative Agent, all as specified in the Credit Agreement. The borrowings bear interest at a rate per annum equal to, at the Company's election: (i) an alternate base rate (ABR) plus an applicable margin or (ii) an adjusted term secured overnight financing rate (SOFR) plus an applicable margin. As of March 31, 2025, the Company has borrowed \$61,865, classified as noncurrent and had unused borrowing availability of \$61,885.

Our corporate headquarters lease agreement requires a \$1,250 letter of credit which we renew annually and remains outstanding as of March 31, 2025.

For additional information on the terms and conditions, as well as applicable interest and fee payments, see Note 6 – Indebtedness.

Uses of liquidity and capital resources. Our executive officers and Board of Directors review our funding sources and future capital requirements in connection with our annual operating plan and periodic updates to the plan. Our principal cash requirements include costs of operations, capital expenditures, debt service costs and other contractual obligations. Our future capital requirements depend on a number of factors, including, without limitation: market acceptance of our current and future products; costs to develop and support our products, including professional training; costs to expand and support our sales and marketing efforts; operating and filing costs relating to changes in regulatory policies or laws; costs for clinical trials and to secure regulatory approval for new products; costs to prosecute, defend and enforce our intellectual property rights; costs to defend against and/or resolve litigation or claims against us; maintenance and enhancements to our information systems and security; and possible acquisitions and joint ventures, including potential business integration costs. We continue to evaluate additional measures to maintain financial flexibility, and we will continue to closely monitor macroeconomic conditions including, but not limited to, inflationary pressures, rising interest rates, tariffs, and fluctuations in currency exchange rates that may impact our liquidity and access to capital resources.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations is based upon our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The preparation of financial statements requires management to make estimates and judgments that affect the reported amounts of assets and liabilities, revenue and expenses and disclosures of contingent assets and liabilities at the date of the financial statements. On a periodic basis, we evaluate our estimates, including those related to sales returns and allowances, inventories, share-based compensation and income taxes. We use authoritative pronouncements, historical experience and other assumptions as the basis for making estimates. Actual results could differ from those estimates under different assumptions or conditions. Our Annual Report on Form 10-K for the fiscal year ended December 31, 2024 includes additional information about the Company, our operations, our financial position and our critical accounting policies and estimates and should be read in conjunction with this Quarterly Report on Form 10-Q.

Recent Accounting Pronouncements

As of March 31, 2025, there were no material changes to the information provided regarding recent accounting pronouncements in Note 1, “Description of the Business and Summary of Significant Accounting Policies” in the Company’s Form 10-K for the fiscal year ended December 31, 2024.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As of March 31, 2025, there were no material changes to the information provided under Item 7A, “Quantitative and Qualitative Disclosures About Market Risk” in the Company’s Form 10-K for the year ended December 31, 2024.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company’s management, with the participation of the President and Chief Executive Officer (the Principal Executive Officer) and Chief Financial Officer (the Principal Accounting and Financial Officer), has evaluated the effectiveness of the Company’s disclosure controls and procedures, as defined in Rules 13(a) -15(e) and 15(d) -15(e) of the Securities Exchange Act of 1934 as amended (Exchange Act), as of the end of the period covered by this report. Based on this evaluation, we concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective in

providing reasonable assurance that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's forms and rules, and the material information relating to the Company is accumulated and communicated to management, including the President and Chief Executive Officer and the Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures.

Control systems, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that control objectives are met. Because of inherent limitations in all control systems, no evaluation of controls can provide assurance that all control issues and instances of fraud, if any, within a company will be detected. Additionally, controls can be circumvented by individuals, by collusion of two or more people or by management override. Over time, controls can become inadequate because of changes in conditions or the degree of compliance may deteriorate. Further, the design of any system of controls is based in part upon assumptions about the likelihood of future events. There can be no assurance that any design will succeed in achieving its stated goals under all future conditions. Because of the inherent limitations in any cost-effective control system, misstatements due to errors or fraud may occur and not be detected.

Changes in Internal Control Over Financial Reporting

In the ordinary course of business, we routinely enhance our information systems by either upgrading current systems or implementing new ones. There were no changes in our internal control over financial reporting that occurred during the three months ended March 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Information with respect to legal proceedings can be found under the heading "Legal" in Note 8 – Commitments and Contingencies to the Condensed Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q, and is incorporated herein by reference.

Item 1A. Risk Factors

In addition to the other information set forth in this report, careful consideration should be given to the factors discussed in Item 1A, "Risk Factors" in our Form 10-K for the year ended December 31, 2024, which could materially affect our business, financial condition or future results. The risks described therein are not the only risks facing us. Additional risks and uncertainties not currently known to us, or that we currently deem to be immaterial, also may adversely affect our business, financial condition and/or operating results. There have been no material changes with respect to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024, which are incorporated herein by reference, except for the addition of the following:

Changes in United States and international trade policies may adversely impact our business and operating results.

The United States government has made statements and taken certain actions that may lead to potential changes to United States and international trade policies, including imposing tariffs or taxes. Our products are manufactured in the United States, and a significant portion of our revenues are domestic. Because some of our direct and downstream suppliers of components for our products are located in foreign countries, we are exposed to potential supply chain disruptions or delays and increasing costs in the event of changes in policies, laws, rules and regulations of the United States or foreign governments. Due to the global nature of our business, international results could be impacted. Implementation of tariffs or other restrictive trade measures by the United States government and reciprocal measures potentially enacted by other countries subject to such tariffs remain highly uncertain and may cause material short-term or long-term fluctuations in our results. These actions are unpredictable and could have a material adverse impact on our business, financial condition and results of operations.

Item 5. Other Information

During the three months ended March 31, 2025, none of our executive officers or directors adopted, terminated or modified a "Rule 10b5-1(c) trading arrangement" or a "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408 of Regulation S-K), except as described below.

On March 11, 2025, Karl Dahlquist, our Chief Legal Officer, adopted a trading plan intended to satisfy the affirmative defense conditions of Rule 10b5-1(c). Mr. Dahlquist's plan covers the sale of up to 24,271 shares of our common stock between June 10, 2025 and June 30, 2026. Transactions under the plan were based upon pre-established dates and stock price thresholds.

Item 6. Exhibits

Exhibit No.	Description
10.1#	Form of Performance Share Award Agreement for Awards Granted in 2025.
31.1	Rule 13a-14(a) Certification of Principal Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Rule 13a-14(a) Certification of Principal Accounting and Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification pursuant to 18 U.S.C. Section 1350 by the Principal Executive Officer, as adopted, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification pursuant to 18 U.S.C. Section 1350 by the Principal Accounting and Financial Officer, as adopted, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

Compensatory plan or arrangement.

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.

AtriCure, Inc.
(REGISTRANT)

Date: April 30, 2025

/s/ Michael H. Carrel

Michael H. Carrel
President and Chief Executive Officer
(Principal Executive Officer)

Date: April 30, 2025

/s/ Angela L. Wirick

Angela L. Wirick
Chief Financial Officer
(Principal Accounting and Financial Officer)

ATRICURE, INC.
2023 STOCK INCENTIVE PLAN

PERFORMANCE SHARE AWARD AGREEMENT

Summary of Performance Share Award Grant

AtriCure, Inc., a Delaware corporation (the “Company”), grants to the Grantee named below, in accordance with the terms of the 2023 Stock Incentive Plan (as amended and restated from time to time, the “Plan”), and this Performance Share Award Agreement (the “Agreement”), Performance Shares as follows:

Name of Grantee: _____
Grant Number: _____
Grant Date: _____
Performance Goals: As set forth on Exhibit A
Performance Period: As set forth on Exhibit A

Terms of Agreement

1. Grant of Performance Shares. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company grants to the Grantee as of the Grant Date, this Performance Share Award consisting of the maximum number of shares of Common Stock of the Company (“Performance Shares”) as provided in Exhibit A, upon the terms and conditions of this Agreement.

2. Eligibility. The Grantee shall hold a position within the Company or any Subsidiary that is recommended by the Company’s Chief Executive Officer and/or the award contemplated hereby shall be approved by the Compensation Committee of the Company (“Committee”).

3. Vesting and Earning of Performance Shares.

(a) The period during which the Performance Goals are measured shall be a three-year period, beginning in the year of the Grant Date and ending on December 31 of the third year (the “Performance Period”).

(b) The number of Performance Shares earned by the Grantee will be determined at the end of the Performance Period based on the Performance Goals set forth on Exhibit A. Except as provided in Section 4 or Exhibit A, Performance Shares will vest and become nonforfeitable, if at all, on the last day of the Performance Period, provided that the Grantee has remained continuously employed by

the Company or any Subsidiary from the Grant Date through the last day of the Performance Period (the “Vesting Date”).

(c) If the Grantee is hired by the Company or promoted within the Company prior to October 1 of any fiscal year within the Performance Period and is thereby granted Performance Shares under this Agreement, the Performance Shares shall be earned on a pro-rata basis beginning on the effective date of this Agreement until the end of the Performance Period as set forth on Exhibit A.

(d) Following the completion of the Performance Period and no later than 90 days following the end of the Performance Period, the Committee shall determine in writing the extent, if any, that the Performance Goals have been satisfied and shall determine the number of Performance Shares that Grantee shall earn, if any, subject to this Agreement. The Company shall deliver to the Grantee any and all Performance Shares earned by Grantee not later than 90 days after the completion of the Performance Period. The Committee may, in its sole discretion, modify the Performance Goals, in whole or in part, as the Committee deems appropriate and equitable to reflect a change in the business (including, without limitation, the Company’s acquisition of another business or company), operations, corporate structure or capital structure of the Company or its Subsidiaries, the manner in which it conducts its business, or other events or circumstances.

4. Termination of Continuous Employment.

(a) Except as otherwise provided in Sections 4(b),4(c), or 4(d), if the Grantee’s continuous employment with the Company or a Subsidiary is terminated prior to the Vesting Date, the Grantee’s unvested Performance Shares shall be automatically forfeited upon such termination of continuous employment and neither the Company nor any Subsidiary shall have any further obligations under this Agreement.

(b) If the Grantee’s continuous employment with the Company or any Subsidiary terminates due to Disability (as defined in the Plan), the Grantee’s employment with the Company or any Subsidiary shall, for all purposes under this Agreement, be deemed to continue. If Grantee dies while suffering a Disability, Grantee’s estate shall have the rights to Shares underlying Performance Shares on the terms set forth in Section 4(c).

(c) If a “Change in Control” (as defined in Section 2(f) of the Plan) occurs while the Grantee is employed by the Company or any Subsidiary or if the Grantee dies, in either case at any time prior to the end of the Performance Period, then the Grantee shall be deemed to have earned the number of Performance Shares equal to the greater of (A) the Target Number of Performance Shares identified on Exhibit A to this Agreement or (B) the number of Performance Shares which would have vested based on the actual performance of the Company had the Performance Period ended on the date of the last fiscal quarter immediately prior to the date that the Company executes a definitive agreement (“CIC Date”) pursuant to which a Change in Control occurs. Upon such Change in Control or death of the Grantee, as the case may be, the Company shall deliver to Grantee (or Grantee’s estate in the case of death) the shares underlying all Performance Shares earned in accordance with this Section 4(c). The Committee shall have the authority to determine the extent to which Performance Goals with respect to the Performance Period (as shortened to end on the CIC Date) have been met based on such audited or unaudited financial information or other information, such as the Company’s stock price or the performance of the Nasdaq Health Care Index constituents, then available that the Committee deems relevant so that the vesting contemplated by this Section 4(c) reflects the actual performance of the Company achieved immediately prior to the CIC Date. For purposes of determining the actual performance of the Company as of the CIC Date with respect to the Adjusted EBITDA Component described in Exhibit A, the Committee shall base its determination on Adjusted EBITDA compound annual growth rate achieved.

(d) Notwithstanding anything contained in this Agreement to the contrary, the Committee may, in its sole discretion, accelerate the time at which the shares underlying any Performance Shares become vested and nonforfeitable on such terms and conditions as it deems appropriate upon a Change in Control or the death or Disability of Grantee.

5. Transferability. The Performance Shares may not be transferred and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation of the provisions of this Section 5 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in such Performance Shares.

6. Dividend, Voting and Other Rights. Neither the Grantee nor any person claiming under or through the Grantee has any of the rights or privileges of a shareholder of the Company in respect of shares of Common Stock that may become deliverable hereunder unless and until certificates representing such shares of Common Stock have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered in certificate or book entry form to the Grantee or any person claiming under or through the Grantee.

7. Continuous Employment. For purposes of this Agreement, the continuous employment of the Grantee with the Company and its Subsidiaries shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company and its Subsidiaries, by reason of the transfer of his employment among the Company and its Subsidiaries.

8. No Employment Contract. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

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

10. Taxes and Withholding. To the extent that the Company or any Subsidiary is required to withhold any federal, state, local, foreign or other tax in connection with the Performance Shares pursuant to this Agreement, it shall be a condition to earning the award that the Grantee make arrangements satisfactory to the Company or such Subsidiary for payment of such taxes required to be withheld. The Committee may, in its sole discretion, require the Grantee to satisfy such required withholding obligation by surrendering to the Company a portion of the shares earned by the Grantee under this Agreement, and the shares so surrendered by the Grantee shall be credited against any such withholding obligation at the Fair Market Value of such shares on the date of surrender.

11. Section 280G. If any payment or benefit due under this Agreement, together with all other payments and benefits that the Grantee is entitled to receive from the Company or any of its Affiliates, would (if paid) constitute an “excess parachute payment” (as defined in Code Section 280G(b)(1)), the amounts otherwise payable under this Agreement may, at the discretion of the Committee, be limited to the minimum extent necessary to ensure that no portion thereof will fail to be tax-deductible to the Company (or a related entity) by reason of Code Section 280G or result in an excise tax payable pursuant to Code Section 4999. The determination of whether any payment or benefit would (if paid or provided) constitute an “excess parachute payment” will be made by the Committee.

12. Adjustments. The number and kind of shares deliverable pursuant to the Performance Shares are subject to adjustment as provided in the Plan.

13. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and listing requirements with respect to the Performance Shares; provided, however, notwithstanding any other provision of this Agreement, the Company shall

not be obligated to deliver any shares pursuant to this Agreement if the delivery of this Agreement would result in a violation of any such law or listing requirement.

14. Amendments. Subject to the terms of the Plan, the Committee may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable to this Agreement. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect the rights of the Grantee under this Agreement without the Grantee's consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A of the Code, or as otherwise may be provided in the Plan.

15. Compliance with Section 409A of the Code. It is intended that this Agreement shall either be exempt from the application of, or comply with, the requirements of Section 409A of the Code. This Agreement shall be construed, administered, and governed in a manner that effects such intent, and the Committee shall not take any action that would be inconsistent with such intent. Without limiting the foregoing, the Performance Shares shall not be deferred, accelerated, extended, paid out, settled, adjusted, substituted, exchanged or modified in a manner that would cause the award to fail to satisfy the conditions of an applicable exception from the requirements of Section 409A of the Code or otherwise would subject the Grantee to the additional tax imposed under Section 409A of the Code. The amounts payable pursuant to this Agreement are intended to be separate payments that qualify for the "short-term deferral" exception to Section 409A of the Code to the maximum extent possible.

16. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions of this Agreement, and the remaining provisions of this Agreement shall continue to be valid and fully enforceable.

17. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. This Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations with respect to this Agreement. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. Capitalized terms used of this Agreement without definition shall have the meanings assigned to them in the Plan. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise of this Agreement, have the right to determine any questions which arise in connection with the grant of the Performance Shares.

18. Successors and Assigns. Without limiting Section 5, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

19. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws of this Agreement.

20. Electronic Delivery. The Grantee consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Chief Financial Officer of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge.

The Grantee consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

21. Clawback. The Performance Share Award subject to this Agreement shall be subject to the Company's Incentive Compensation Recoupment Policy.

The Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has also executed this Agreement, as of the Grant Date.

ATRICURE, INC.

By: _____
Name: Michael H. Carrel
Title: President & Chief Executive Officer

By: _____
Name: Angela L. Wirick
Title: Chief Financial Officer

The undersigned acknowledges that a copy of the Plan, Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") are available for viewing on the Company's internet site at www.atricure.com. The Grantee consents to receiving this Prospectus Information electronically, or, in the alternative, agrees to contact the Company's Chief Financial Officer at (513) 755-4100 to request a paper copy of the Prospectus Information at no charge. The Grantee represents that he or she is familiar with the terms and provisions of the Prospectus Information and accepts the award of Performance Shares on the terms and conditions set forth in this Agreement and in the Plan.

GRANTEE

Name:

EXHIBIT A

PERFORMANCE GOALS AND PERFORMANCE PERIOD

Performance will be measured 50% on revenue growth (Revenue CAGR), 20% on relative total shareholder return (TSR), and 30% on Adjusted EBITDA (excludes PFA co-development agreement upfront and milestone payments), as described further below.

- Performance on each metric will be measured over a three-year (2025-2027) period
- Performance for the Revenue CAGR and Adjusted EBITDA goals are relative to fiscal year 2024 (Base Year)
- The Revenue CAGR, TSR and Adjusted EBITDA component payouts (in shares) will be determined independently and then added together for the total payout for the three-year performance period, subject to the maximum defined in the payout range below

Possible Payout as a Percentage of Target Award	
	2025-2027
Payout Range*	0% - 200%
Scheduled Vest Date**	December 31, 2027
*Payout as a percentage of target number of Performance Shares subject to this award.	
** Subject to Section 3 of the Agreement, Scheduled Vest Date is later of date indicated or the date the Committee determines whether and the extent to which the performance criteria have been satisfied and the number of Performance Shares earned, if any.	

Revenue CAGR Component (50%)			
• Revenue compound annual growth rate (CAGR)			
• Acquisitions and other business developments may result in adjustments pursuant to Section 12 of the Agreement			
Revenue CAGR			
	2025-2027	Payout*	Number of Performance Shares
Stretch	20%	200%	
Target	13%	100%	
Threshold	10%	50%	
Below Threshold	<10%	0%	0
*Payout as a percentage of target number of Performance Shares subject to this award; linear interpolation between goals			

Relative Total Shareholder Return (TSR) Component (20%)			
•TSR measured against the Nasdaq Health Care Index constituents			
•TSR will be measured as the 20-trading-day average stock price prior to the end of the performance period over the 20-trading-day average stock price prior to the beginning of the performance period			
•Payout under this component will be capped at target if AtriCure's TSR is negative			
Relative TSR (expressed in percentiles)			
	2025-2027	Payout*	Number of Performance Shares
Stretch	75th	200%	
Target	55th	100%	
Threshold	30th	50%	
Below Threshold	<30th	0%	0
*Payout as a percentage of target number of Performance Shares subject to this award; linear interpolation between goals			

Adjusted EBITDA Component (30%)			
•Adjusted EBITDA is calculated as net income/loss before other income/expense (including interest), income tax expense, depreciation and amortization expense, share-based compensation expense, and non-recurring charges that are not reflective of the operational results of the Company's core business and may affect comparability of results period-over-period. Adjusted EBITDA specifically excludes PFA co-development upfront and milestone payments.			
Adjusted EBITDA (expressed in percentage increase over Base Year)			
	2025-2027	Payout*	Number of Performance Shares
Stretch	250%	200%	
Target	150%	100%	
Threshold	100%	50%	
Below Threshold	<100%	0%	0
*Payout as a percentage of target number of Performance Shares subject to this award; linear interpolation between goals			

The maximum number of Performance Shares in which the Grantee can vest on the basis of the actual level of Performance Goal attainment shall in no event exceed in the aggregate 200% of the number of Performance Shares set forth above.

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO
SECTION 13(a) OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael H. Carrel, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AtriCure, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Michael H. Carrel
Michael H. Carrel
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION OF PRINCIPAL ACCOUNTING AND FINANCIAL OFFICER
PURSUANT TO
SECTION 13(a) OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Angela L. Wirick, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AtriCure, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 30, 2025

By: /s/ Angela L. Wirick
Angela L. Wirick
Chief Financial Officer
(Principal Accounting and Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of AtriCure, Inc. (Company) on Form 10-Q for the quarter ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (Report), I, Michael H. Carrel, President and Chief Executive Officer and Principal Executive Officer of the Company, certify, pursuant to Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Michael H. Carrel
Michael H. Carrel
President and Chief Executive Officer
(Principal Executive Officer)

A signed original of this written statement or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to AtriCure, Inc. and will be retained by AtriCure, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the report or as a separate disclosure document.

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the quarterly report of AtriCure, Inc. (Company) on Form 10-Q for the quarter ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (Report), I, Angela L. Wirick, Chief Financial Officer and Principal Accounting and Financial Officer of the Company, certify, pursuant to Rule 13a-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 30, 2025

By: /s/ Angela L. Wirick
Angela L. Wirick
Chief Financial Officer
(Principal Accounting and Financial Officer)

A signed original of this written statement or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to AtriCure, Inc. and will be retained by AtriCure, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and is not being filed as part of the report or as a separate disclosure document.