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

Form 10-Q

(Mark One)

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

For the quarterly period ended: June 30, 2022

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: 001-37599

LivaNova PLC

(Exact name of registrant as specified in its charter)

England and Wales	**98-1268150**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*

20 Eastbourne Terrace, London, United Kingdom	**W2 6LG**
(Address of principal executive offices)	*(Zip Code)*

Registrant's telephone number, including area code: **(44) (0) 203 325-0660**

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares - £1.00 par value per share	LIVN	The NASDAQ Stock Market LLC

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, 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	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☑

Class	Outstanding at July 27, 2022
Ordinary Shares - £1.00 par value per share	53,545,733

LIVANOVA PLC

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In this Quarterly Report on Form 10-Q, "LivaNova," "the Company," "we," "us" and "our" refer to LivaNova PLC and its consolidated subsidiaries.

This report may contain references to our proprietary intellectual property, including among others:

- Trademarks for our Neuromodulation systems, the VNS Therapy™ System, the VITARIA™ System and our proprietary pulse generator products: Model 102 (Pulse™), Model 102R (Pulse Duo™), Model 103 (Demipulse™), Model 104 (Demipulse Duo™), Model 106 (AspireSR™), Model 1000 (SenTiva™), Model 1000-D (SenTiva™ Duo), Model 7103 (VITARIA™ and TitrationAssist™) and Model 8103 (Symmetry™).
- Trademarks for our Cardiopulmonary products and systems: Essenz™, S5™, S3™, S5 Pro™, B-Capta™, Inspire™, Heartlink™, XTRA™, 3T Heater-Cooler™, Connect™ and Revolution™.
- Trademarks for our advanced circulatory support systems: TandemLife™, TandemHeart™, TandemLung™, ProtekDuo™, LifeSPARC™, ALung™, Hemolung™, Respiratory Dialysis™ and ActivMix™.
- Trademarks for our obstructive sleep apnea system: ImThera™ and aura6000™.

These trademarks and trade names are the property of LivaNova or the property of our consolidated subsidiaries and are protected under applicable intellectual property laws. Solely for convenience, our trademarks and trade names referred to in this Quarterly Report on Form 10-Q may appear without the ™ symbol, but such references are not intended to indicate in any way that we will not assert, to the fullest extent under applicable law, our rights to these trademarks and trade names.

NOTE ABOUT FORWARD-LOOKING STATEMENTS

Certain statements in this Quarterly Report on Form 10-Q, other than purely historical information, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These statements include, but are not limited to, LivaNova's plans, objectives, strategies, financial performance and outlook, trends, the amount and timing of future cash distributions, prospects or future events and involve known and unknown risks that are difficult to predict. As a result, our actual financial results, performance, achievements or prospects may differ materially from those expressed or implied by these forward-looking statements. In some cases, you can identify forward-looking statements by the use of words such as "may," "could," "seek," "guidance," "predict," "potential," "likely," "believe," "will," "should," "expect," "anticipate," "estimate," "plan," "intend," "forecast," "foresee" or variations of these terms and similar expressions, or the negative of these terms or similar expressions. Such forward-looking statements are necessarily based on estimates and assumptions that, while considered reasonable by LivaNova and its management based on their knowledge and understanding of the business and industry, are inherently uncertain. These statements are not guarantees of future performance, and stockholders should not place undue reliance on forward-looking statements. There are a number of risks, uncertainties and other important factors, many of which are beyond our control, that could cause our actual results to differ materially from the forward-looking statements contained in this Quarterly Report on Form 10-Q, and include but are not limited to the risks and uncertainties summarized below:

- risks related to reductions, interruptions or increasing costs related to the supply of raw materials and components and the distribution of finished products, including as a result of inflation and war;
- volatility in the global market and worldwide economic conditions, including volatility caused by the invasion of Ukraine, inflation, changes to existing trade agreements and relationships between the U.S. and other countries including the implementation of sanctions;
- risks relating to the outbreak and spread of COVID-19 and its variants around the world, including market volatility, reductions in business operations and reduction in medical procedures;
- non-U.S. operational and economic risks and concerns including the effect of changes in foreign exchange rates on quarterly operating results;
- failure to retain key personnel, prevent labor shortages, or manage labor costs;
- changes in technology, including the development of superior or alternative technology or devices by competitors and/or competition from providers of alternative medical therapies;
- losses or costs from pending, or future lawsuits and governmental investigations, including any amount of liability or damages imposed by the Appeals Court or the Supreme Court of Italy with respect to SNIA S.p.A.;
- failure to develop and commercialize new products and the rate and degree of market acceptance of such products;
- failure to obtain approvals or maintain the current regulatory approvals for our products' approved indications;
- failure to comply with, or changes in, laws, regulations or administrative practices affecting government regulation of our products, including, but not limited to, U.S. Food and Drug Administration ("FDA") laws and regulations;
- changes in customer spending patterns;
- failure to establish, expand or maintain market acceptance of our products for the treatment of our approved indications;
- any legislative or administrative reform to the healthcare system, including the U.S. Medicare or Medicaid systems or international reimbursement systems, that significantly reduces reimbursement for our products or procedures or denies coverage for such products or procedures or enhances coverage for competitive products or procedures, as well as adverse decisions by administrators of such systems on coverage or reimbursement issues relating to our products;
- failure to obtain or maintain coverage and reimbursement for our products' approved indications and risks related to cost containment efforts of healthcare purchasing organizations;
- unfavorable results from clinical studies or failure to meet milestones;
- risks relating to our indebtedness under the exchangeable senior notes, our revolving credit facility and our 2022 Term Facilities, as defined herein;
- effectiveness of our internal controls over financial reporting;

- changes in our profitability and/or failure to manage costs and expenses;
- fluctuations in future quarterly operating results and/or variations in sales and operating expenses relative to estimates;
- cyber-attacks or other disruptions to our information technology systems;
- product liability, intellectual property, shareholder-related, environmental-related, income tax and other litigation, disputes, losses and costs;
- protection, expiration and validity of our intellectual property;
- failure to comply with applicable U.S. laws and regulations, including federal and state privacy and security laws and regulations, and applicable non-U.S. laws and regulations;
- harsh weather or natural disasters, including as a result of climate change, that interrupt our business operations or the business operations of our hospital-customers or failure to comply with evolving environmental laws;
- failure of new acquisitions to further our strategic objectives or strengthen our existing businesses;
- changes in tax laws and regulations, including exposure to additional income tax liabilities;
- changes in our common stock price; and
- activist investors causing disruptions to the business.

Other factors that could cause our actual results to differ from our projected results are described in (1) "Part II, Item 1A. Risk Factors" and elsewhere in this and our other Quarterly Reports on Form 10-Q, (2) our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 ("2021 Form 10-K"), (3) our reports and registration statements filed and furnished from time to time with the Securities and Exchange Commission ("SEC") and (4) other announcements we make from time to time.

Readers are cautioned not to place undue reliance on our forward-looking statements, which speak only as of the date hereof. We undertake no obligation to update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise. You should read the following discussion and analysis in conjunction with our unaudited condensed consolidated financial statements and related notes included elsewhere in this report. Operating results for the six months ended June 30, 2022 are not necessarily indicative of future results, including the full fiscal year. You should also refer to our "Annual Consolidated Financial Statements," "Notes" thereto, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors" contained in our 2021 Form 10-K and in our Quarterly Reports on Form 10-Q.

Financial Information and Currency of Financial Statements

All of the financial information included in this quarterly report has been prepared in accordance with generally accepted accounting principles in the United States of America ("U.S." and such principles, "U.S. GAAP"). The reporting currency of our condensed consolidated financial statements is U.S. dollars.

PART I. FINANCIAL INFORMATION

Item 1. ***Financial Statements***

LIVANOVA PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME (LOSS)
(UNAUDITED)
(In thousands, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	**2021 [1]**	**2022**	**2021 [1]**
Net sales	$ 254,151	$ 264,483	$ 494,326	$ 512,086
Cost of sales	69,801	92,204	141,533	176,399
Gross profit	184,350	172,279	352,793	335,687
Operating expenses:				
Selling, general and administrative	116,482	122,748	235,007	238,429
Research and development	34,229	52,557	75,147	97,182
Other operating expenses	1,883	33,236	1,378	42,036
Operating income (loss)	31,756	(36,262)	41,261	(41,960)
Interest expense	(14,388)	(16,515)	(22,228)	(32,451)
Foreign exchange and other income/(expense)	1,633	239	5,537	(6,204)
Income (loss) before tax	19,001	(52,538)	24,570	(80,615)
Income tax expense	2,515	3,908	5,052	6,552
Losses from equity method investments	(42)	(41)	(81)	(81)
Net income (loss)	$ 16,444	$ (56,487)	$ 19,437	$ (87,248)
Basic income (loss) per share	$ 0.31	$ (1.15)	$ 0.36	$ (1.79)
Diluted income (loss) per share	$ 0.30	$ (1.15)	$ 0.36	$ (1.79)
Shares used in computing basic income (loss) per share	53,506	48,928	53,420	48,833
Shares used in computing diluted income (loss) per share	54,080	48,928	54,144	48,833

(1) The condensed consolidated statements of income (loss) for the three and six months ended June 30, 2021 have been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

See accompanying notes to the condensed consolidated financial statements

LIVANOVA PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	**2021 [1]**	**2022**	**2021 [1]**
Net income (loss)	$ 16,444	$ (56,487)	$ 19,437	$ (87,248)
Other comprehensive (loss) income:				
Net change in unrealized loss on derivatives	(1,232)	(1,250)	(1,927)	(1,585)
Tax effect	—	42	—	381
Net of tax	(1,232)	(1,208)	(1,927)	(1,204)
Foreign currency translation adjustment	(37,506)	22,345	(45,766)	(3,530)
Total other comprehensive (loss) income	(38,738)	21,137	(47,693)	(4,734)
Total comprehensive loss	$ (22,294)	$ (35,350)	$ (28,256)	$ (91,982)

(1) The condensed consolidated statements of comprehensive income (loss) for the three and six months ended June 30, 2021 have been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

See accompanying notes to the condensed consolidated financial statements

LIVANOVA PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)
(In thousands, except share amounts)

	June 30, 2022	December 31, 2021
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 109,022	$ 207,992
Restricted cash	297,747	—
Accounts receivable, net of allowance of $13,109 at June 30, 2022 and $13,512 at December 31, 2021	176,949	185,354
Inventories	119,415	105,840
Prepaid and refundable taxes	30,917	37,621
Current derivative assets	2,520	106,629
Prepaid expenses and other current assets	35,357	35,745
Total Current Assets	771,927	679,181
Property, plant and equipment, net	143,312	150,066
Goodwill	898,070	899,525
Intangible assets, net	389,379	399,682
Operating lease assets	38,419	40,600
Investments	13,965	16,598
Deferred tax assets	2,422	2,197
Long-term derivative assets	61,608	—
Other assets	17,143	13,102
Total Assets	$ 2,336,245	$ 2,200,951
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Current debt obligations	$ 6,240	$ 229,673
Accounts payable	74,346	68,000
Accrued liabilities and other	83,952	88,937
Current derivative liabilities	3,232	183,109
Current litigation provision liability	30,960	32,845
Taxes payable	14,891	15,140
Accrued employee compensation and related benefits	50,272	79,266
Total Current Liabilities	263,893	696,970
Long-term debt obligations	459,792	9,849
Contingent consideration	91,840	86,830
Deferred tax liabilities	7,661	7,728
Long-term operating lease liabilities	31,857	35,919
Long-term employee compensation and related benefits	17,917	19,105
Long-term derivative liabilities	134,090	—
Other long-term liabilities	47,192	49,905
Total Liabilities	1,054,242	906,306
Commitments and contingencies (Note 8)		
Stockholders' Equity:		
Ordinary Shares, £1.00 par value: unlimited shares authorized; 53,810,418 shares issued and 53,506,408 shares outstanding at June 30, 2022; 53,761,510 shares issued and 53,263,297 shares outstanding at December 31, 2021	82,359	82,295
Additional paid-in capital	2,133,258	2,117,961
Accumulated other comprehensive loss	(54,870)	(7,177)
Accumulated deficit	(878,347)	(897,784)
Treasury stock at cost, 304,010 ordinary shares at June 30, 2022; 498,213 ordinary shares at December 31, 2021	(397)	(650)
Total Stockholders' Equity	1,282,003	1,294,645
Total Liabilities and Stockholders' Equity	$ 2,336,245	$ 2,200,951

See accompanying notes to the condensed consolidated financial statements

LIVANOVA PLC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(In thousands)

	Six Months Ended June 30,	
	2022	**2021 [1]**
Operating Activities:		
Net income (loss)	$ 19,437	$ (87,248)
Non-cash items included in net income (loss):		
Remeasurement of contingent consideration to fair value	(27,359)	10,746
Stock-based compensation	21,765	19,452
Amortization	12,917	13,353
Amortization of debt issuance costs	11,721	8,989
Depreciation	11,096	12,256
Remeasurement of derivative instruments	(5,098)	13,191
Amortization of operating lease assets	4,939	8,947
Remeasurement of Respicardia investment and loan	—	(4,640)
Deferred tax expense	645	913
Other	1,342	1,356
Changes in operating assets and liabilities:		
Accounts receivable, net	(875)	(4,664)
Inventories	(16,461)	3,897
Other current and non-current assets	2,846	18,786
Accounts payable and accrued current and non-current liabilities	(19,387)	3,558
Taxes payable	116	2,491
Litigation provision liability	(2,064)	23,728
Net cash provided by operating activities	15,580	45,111
Investing Activities:		
Purchases of property, plant and equipment	(11,342)	(14,622)
Acquisition, net of cash acquired	(8,857)	—
Purchase of investments	(781)	(2,097)
Proceeds from sale of Heart Valves, net of cash disposed	—	41,759
Proceeds from sale of Respicardia investment and loan	—	23,057
Other	(650)	(1,382)
Net cash (used in) provided by investing activities	(21,630)	46,715
Financing Activities:		
Proceeds from long-term debt obligations	218,342	—
Shares repurchased from employees for minimum tax withholding	(8,223)	(11,072)
Payment of debt issuance costs	(2,861)	(376)
Proceeds from share issuances under ESPP	1,788	1,750
Payment of contingent consideration	—	(4,387)
Repayment of long-term debt obligations	(784)	(1,287)
Other	295	1,285
Net cash provided by (used in) financing activities	208,557	(14,087)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(3,730)	(1,185)
Net increase in cash, cash equivalents and restricted cash	198,777	76,554
Cash, cash equivalents and restricted cash at beginning of period	207,992	252,832
Cash, cash equivalents and restricted cash at end of period	$ 406,769	$ 329,386

(1) The condensed consolidated statement of cash flows for the three and six months ended June 30, 2021 have been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

See accompanying notes to the condensed consolidated financial statements

Note 1. Unaudited Condensed Consolidated Financial Statements

Basis of Presentation

The accompanying condensed consolidated financial statements of LivaNova as of, and for the three and six months ended June 30, 2022 and 2021, have been prepared in accordance with U.S. GAAP for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. The accompanying condensed consolidated balance sheet of LivaNova at December 31, 2021 has been derived from audited financial statements contained in our 2021 Form 10-K, but does not include all of the information and footnotes required by U.S. GAAP for complete financial statements. In the opinion of management, the condensed consolidated financial statements reflect all adjustments considered necessary for a fair statement of the operating results of LivaNova and its subsidiaries, for the three and six months ended June 30, 2022, and are not necessarily indicative of the results that may be expected for the year ending December 31, 2022. The financial information presented herein should be read in conjunction with the audited consolidated financial statements and notes thereto accompanying our 2021 Form 10-K.

Global Developments

COVID-19

The COVID-19 pandemic ("COVID-19") and its effects on the economy, employment, patient behaviors and supply chain, among others, has caused and may continue to cause variable demand for our products. Throughout the pandemic, healthcare customers have diverted medical resources and priorities towards the treatment of COVID-19, and public health bodies have delayed elective procedures, which has negatively impacted the usage of our products. Further, some people have avoided seeking treatment for non-COVID-19 procedures, and hospitals and clinics have experienced staffing shortages, which has negatively impacted the demand for our products. While the recovery of global cardiopulmonary procedures has resulted in stronger demand for our Cardiopulmonary products, our Neuromodulation business continues to experience ongoing COVID-19 related headwinds as described above. Our Advanced Circulatory Support ("ACS") business has been similarly negatively impacted by a reduction in patients treated with extracorporeal membrane oxygenation ("ECMO") related to fewer severe COVID-19 cases and hospital staffing challenges. We are monitoring the potential for various strains of the virus to cause a resumption of high levels of infection and hospitalization that, in turn, may affect the demand for our products.

Moreover, although our RECOVER study and ANTHEM-HFrEF and OSPREY clinical trials continue to progress, there may be delays or closures of sites in the future should COVID-19 or variants thereof strengthen or reemerge.

Our net sales and profitability have been negatively affected by the unfavorable foreign currency exchange impact of the strengthened U.S. dollar against a number of currencies. Furthermore, we continue to experience supply chain delays and interruptions, labor shortages, inflationary pressures and logistical issues in the wake of COVID-19. Though, to date, our supply of raw materials and the production and distribution of finished products have not been materially affected, demand and low capacity worldwide have caused longer lead times and put price pressure on key raw materials. Moreover, freight and labor costs at our manufacturing facilities have increased substantially due to COVID-related disruptions and in the wake of inflation globally. The Company continues to respond to such challenges, and while we have business continuity plans in place, the impact of the ongoing challenges we are experiencing, along with their potential escalation, may adversely affect our business and the recoverability of our tangible and intangible assets. The future impact of pandemic-related developments remains uncertain.

Ukraine Invasion

In February 2022, Russia launched an invasion in Ukraine which caused us to assess our ability to sell in the market due to international sanctions, to consider the potential impact of raw material sourced from the region, and to determine whether we are able to transact in a compliant fashion. Although the region represented 1% of our total net sales for 2021, the Russian invasion of Ukraine has increased economic uncertainties, and a significant escalation or continuation of the conflict could have a material, global impact on our operating results. In addition, our Russian employees and local subsidiary are subject to evolving laws and regulations imposed by the Russian authorities in response to international sanctions.

Revision of Previously Issued Financial Statements

During the fourth quarter of 2021, the Company identified and corrected an error related to foreign currency exchange rates utilized to calculate inventory and cost of sales for the years ended December 31, 2017 through 2020 and the nine months ended September 30, 2021. Using the guidance in ASC Topic 250, *Accounting Changes and Error Corrections*, ASC Topic 250-S99-1, *Assessing Materiality*, and ASC Topic 250-S99-2, *Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements*, we evaluated whether our previously issued consolidated financial statements were materially misstated due to these errors. Based upon our evaluation of both quantitative and qualitative factors, we believe that the effects of these errors were not material individually or in the aggregate to any previously reported quarterly or annual period. Accordingly, we have revised our previously issued financial statements as shown below (in thousands):

Consolidated Statements of Income (Loss)

	Three Months Ended June 30, 2021			Six Months Ended June 30, 2021		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
Cost of sales	$ 90,803	$ 1,401	$ 92,204	$ 173,723	$ 2,676	$ 176,399
Operating loss	(34,861)	(1,401)	(36,262)	(39,284)	(2,676)	(41,960)
Loss before tax	(51,137)	(1,401)	(52,538)	(77,939)	(2,676)	(80,615)
Income tax expense	4,140	(232)	3,908	6,996	(444)	6,552
Net loss	(55,318)	(1,169)	(56,487)	(85,016)	(2,232)	(87,248)
Basic and diluted loss per share	$ (1.13)	$ (0.02)	$ (1.15)	$ (1.74)	$ (0.05)	$ (1.79)

Consolidated Statements of Comprehensive Income (Loss)

	Three Months Ended June 30, 2021			Six Months Ended June 30, 2021		
	As Previously Reported	Adjustments	As Revised	As Previously Reported	Adjustments	As Revised
Net loss	$ (55,318)	$ (1,169)	$ (56,487)	$ (85,016)	$ (2,232)	$ (87,248)
Total comprehensive loss	(34,181)	(1,169)	(35,350)	(89,750)	(2,232)	(91,982)

Consolidated Statements of Stockholders' Equity

	As Previously Reported		Adjustments		As Revised	
	Accumulated Deficit	Total Stockholders' Equity	Accumulated Deficit	Total Stockholders' Equity	Accumulated Deficit	Total Stockholders' Equity
June 30, 2021	$ (837,418)	$ 1,040,470	$ (11,796)	$ (11,796)	$ (849,214)	$ 1,028,674

Consolidated Statements of Cash Flows

	Six Months Ended June 30, 2021		
	As Previously Reported	Adjustments	As Revised
Net loss	$ (85,016)	$ (2,232)	$ (87,248)
Deferred tax expense (benefit)	1,357	(444)	913
Changes in operating assets and liabilities:			
Inventories	1,221	2,676	3,897
Net cash used in operating activities	45,111	—	45,111

Reclassifications

We have reclassified certain prior period amounts on the condensed consolidated statements of income (loss), the condensed consolidated balance sheets and the condensed consolidated statements of cash flows for comparative purposes. These reclassifications did not have a material effect on our financial condition, results of operations or cash flows.

Significant Accounting Policies

Our significant accounting policies are detailed below and in "Note 2. Basis of Presentation, Use of Accounting Estimates and Significant Accounting Policies" and "Note 3. Revenue Recognition" of our 2021 Form 10-K.

Restricted Cash

The Company classifies cash that is not available for use in its operations as restricted cash within current assets on the condensed consolidated balance sheet. As of June 30, 2022, our restricted cash balance totaled $297.7 million and was comprised of cash deposits with Barclays held as collateral for a first demand bank guarantee of €270.0 million (approximately $281.2 million as of June 30, 2022) to obtain the suspension of the Court of Appeal of Milan judgment for the payment of damages in connection with the SNIA litigation until review of such judgment by the Italian Supreme Court (the "SNIA Litigation Guarantee"). As security for the SNIA Litigation Guarantee, LivaNova is required to grant cash collateral to Barclays in US dollars in an amount equal to the USD equivalent of 105% of the amount of the SNIA Litigation Guarantee calibrated on a biweekly basis. For additional information regarding the SNIA litigation, please refer to "Note 8. Commitments and Contingencies."

Note 2. Business Combinations

As of December 31, 2021, LivaNova owned a 3% investment in ALung Technologies, Inc. ("ALung"), a privately held medical device company focused on creating advanced medical devices for treating respiratory failure. On May 2, 2022, we acquired the remaining 97% of equity interests in ALung for a purchase price of up to $110.0 million, consisting of $10.0 million paid at closing, subject to customary adjustments, and contingent consideration of up to $100.0 million payable upon achievement of certain sales-based milestones beginning in 2023 and ending in 2027.

The following table presents the acquisition date fair value of the consideration transferred and the fair value of our interest in ALung prior to the acquisition (in thousands):

Cash and other considerations	$	15,586
Contingent consideration		26,369
Fair value of consideration transferred	$	41,955

The following table presents the preliminary purchase price allocation at fair value for the ALung acquisition (in thousands):

		Purchase Price Allocation
Developed technology - 15-year life	$	13,950
Goodwill		25,893
Other assets and liabilities, net		2,112
Net assets acquired	$	41,955

Goodwill arising from the ALung acquisition, which is not deductible for tax purposes, primarily represents the synergies anticipated between ALung and our ACS business. The assets acquired, including goodwill, are recognized in our ACS segment.

We recognized ALung acquisition-related expenses of approximately $4.4 million during the three and six months ended June 30, 2022 within "Selling, general and administrative" expenses on our consolidated statement of income (loss).

The Company's consolidated financial statements include the operating results of ALung from the acquisition date. Separate post-acquisition operating results and pro forma financial information for this acquisition have not been presented as the effect was not material for disclosure purposes.

The contingent consideration payments are triggered upon the achievement of thresholds associated with sales of products covered by the purchase agreement and are estimated to occur during the years reflected in the table below. The sales-based earnout was valued using projected sales from our internal strategic plan and is a Level 3 fair value measurement, which includes the following significant unobservable inputs (in thousands):

ALung Acquisition	Fair value at May 2, 2022	Valuation Technique	Unobservable Input	Ranges		
Sales-based earnout	$ 26,369	Monte Carlo simulation	Risk-adjusted discount rate	9.7%	-	11.1%
			Credit risk discount rate	6.4%	-	8.0%
			Revenue volatility		38.5%	
			Projected years of earnout	2023	-	2027

For a reconciliation of the beginning and ending balance of contingent consideration liabilities refer to "Note 5. Fair Value Measurements."

Note 3. Divestiture of Heart Valve Business

On December 2, 2020, LivaNova entered into a Purchase Agreement with Mitral Holdco S.à r.l. ("Mitral"), a company incorporated under the laws of Luxembourg and wholly-owned and controlled by funds advised by Gyrus Capital S.A., a Swiss private equity firm. The Purchase Agreement provides for the divestiture of certain of LivaNova's subsidiaries as well as certain other assets and liabilities relating to the Company's Heart Valve business and site management operations conducted by the Company's subsidiary LivaNova Site Management ("LSM") at the Company's Saluggia campus for €60.0 million. On April 9, 2021, LivaNova and the Purchaser entered into an A&R Purchase Agreement which amends and restates the original Purchase Agreement to, among other things, defer the closing of the sale and purchase of LSM by up to two years and include or amend certain additional terms relating to such deferral, including certain amendments relating to the potential hazardous substances liabilities of LSM and the related expense reimbursement provisions.

The closing of the sale of the Heart Valve business occurred on June 1, 2021, and we received €34.8 million (approximately $42.5 million as of June 1, 2021), subject to customary trade working capital and net indebtedness adjustments, as set forth in the Purchase Agreement. We also received $3.0 million in December 2021 and the remaining deferred purchase price of €9.3 million in July 2022. In July 2022, we also made a €4.8 million payment to Mitral upon finalizing the trade working capital and net indebtedness adjustments. During the three and six months ended June 30, 2021, we recognized a (loss) gain from the sale of the Heart Valve business of $(0.1) million and $0.8 million, respectively, which is included within other operating expenses on the condensed consolidated statements of income (loss).

On July 29, 2022, we received a demand letter from Mitral for approximately €20.8 million ($21.2 million as of July 29, 2022) for breach of warranty claims under the A&R Purchase Agreement. Specifically, the claims allege failure to disclose certain information relating to a supplier, thereby allegedly impacting the profitability of Mitral's business in China and Japan. We are currently assessing the merits of Mitral's claims including whether Mitral has suffered a recoverable loss under the A&R Purchase Agreement, pursuant to which warranty claims of this type, subject to certain exceptions, are capped at €8 million, and the amount of any such loss. The Company has not recognized a liability related to this matter because any potential loss is not currently probable.

Note 4. Investments

Investments on the condensed consolidated balance sheets represent the carrying value of our investments in equity securities of non-consolidated affiliates without readily determinable fair values for which we do not exert significant influence over the investee. These equity investments are reported at cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or similar investment of the same issuer. As of June 30, 2022 and December 31, 2021, the carrying value of our investments was $14.0 million and $16.6 million, respectively.

As of December 31, 2021, LivaNova owned a 3% investment in ALung with a carrying value of $3.0 million, as well as held a note receivable due from ALung with a carrying value of $2.5 million. On May 2, 2022, we acquired the remaining 97% of equity interests in ALung. Please refer to "Note 2. Business Combinations" for further details.

In April 2021, Zoll Medical Corporation acquired Respicardia Inc., a privately funded U.S. company in which we had an equity investment and also to which we had a loan outstanding. As a result of the acquisition, we received proceeds of $23.1 million for both our investment and loan receivable, which had carrying values of $17.7 million and $0.8 million as of December 31, 2020, respectively. The Company recorded a gain of $4.6 million during the first quarter of 2021 to adjust the investment and loans receivable to fair value, which is included in "Foreign exchange and other income/(expense)" on the condensed consolidated statement of income (loss).

During the second quarter of 2021, the Company received a cash dividend from its investment in MD Start II of $3.1 million, which is included in "Foreign exchange and other income/(expense)" on the condensed consolidated statements of income (loss) for the three and six months ended June 30, 2021.

Note 5. Fair Value Measurements

We review the fair value hierarchy classification on a quarterly basis. Changes in the ability to observe valuation inputs may result in a reclassification of levels for certain securities within the fair value hierarchy. There were no transfers between Level 1, Level 2, or Level 3 during the six months ended June 30, 2022 and 2021.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

The following tables provide information by level for assets and liabilities that are measured at fair value on a recurring basis (in thousands):

	Fair Value as of June 30, 2022	Fair Value Measurements Using Inputs Considered as:		
		Level 1	Level 2	Level 3
Assets:				
Derivative assets - designated as cash flow hedges (foreign currency exchange rate "FX")	$ 585	$ —	$ 585	$ —
Derivative assets - freestanding instruments (FX)	2,092	—	2,092	—
Derivative assets - capped call derivatives	61,608	—	—	61,608
Convertible notes receivable	278	—	—	278
	$ 64,563	$ —	$ 2,677	$ 61,886
Liabilities:				
Derivative liabilities - designated as cash flow hedges (FX)	$ 3,386	$ —	$ 3,386	$ —
Derivative liabilities - freestanding instruments (FX)	3	—	3	—
Derivative liabilities - embedded exchange feature	134,090	—	—	134,090
Contingent consideration arrangements	97,392	—	—	97,392
	$ 234,871	$ —	$ 3,389	$ 231,482

	Fair Value as of December 31, 2021	Fair Value Measurements Using Inputs Considered as:		
		Level 1	Level 2	Level 3
Assets:				
Derivative assets - designated as cash flow hedges (foreign currency exchange rate "FX")	$ 243	$ —	$ 243	$ —
Derivative assets - freestanding instruments (FX)	61	—	61	—
Derivative assets - capped call derivatives	106,629	—	—	106,629
Convertible notes receivable	2,767	—	—	2,767
	$ 109,700	$ —	$ 304	$ 109,396
Liabilities:				
Derivative liabilities - designated as cash flow hedges (FX)	$ 1,286	$ —	$ 1,286	$ —
Derivative liabilities - freestanding instruments (FX)	427	—	427	—
Derivative liabilities - embedded exchange feature	181,700	—	—	181,700
Contingent consideration arrangements	98,382	—	—	98,382
	$ 281,795	$ —	$ 1,713	$ 280,082

The following table provides a reconciliation of the beginning and ending balances of our recurring fair value measurements, using significant unobservable inputs (Level 3) (in thousands):

	Capped Call Derivative Asset	Convertible Notes Receivable	Embedded Exchange Feature Derivative Liability	Contingent Consideration Liability Arrangements
As of December 31, 2021	$ 106,629	$ 2,767	$ 181,700	$ 98,382
Additions	—	—	—	26,369
Utilized as business combination consideration	—	(2,489)	—	—
Changes in fair value [1]	(45,021)	—	(47,610)	(27,359)
Total at June 30, 2022	61,608	278	134,090	97,392
Less current portion at June 30, 2022	—	—	—	5,552
Long-term portion at June 30, 2022	$ 61,608	$ 278	$ 134,090	$ 91,840

(1) The decrease in fair value associated with contingent consideration arrangements during the six months ended June 30, 2022 was primarily related to the change in discount rates due to increasing interest rates and the change in probability of the regulatory milestone-based payment associated with the acquisition of TandemLife.

Embedded Exchange Feature and Capped Call Derivatives

In June 2020, the Company issued $287.5 million in cash exchangeable senior notes and entered into related capped call transactions. The cash exchangeable senior notes include an embedded exchange feature that is bifurcated from the cash exchangeable senior notes. Please refer to "Note 6. Financing Arrangements" for further details. The embedded exchange feature derivative is measured at fair value using a binomial lattice model and discounted cash flows that utilize observable and unobservable market data. The capped call derivative is measured at fair value using the Black-Scholes model utilizing observable and unobservable market data, including stock price, remaining contractual term, expected volatility, risk-free interest rate and expected dividend yield, as applicable.

The embedded exchange feature and capped call derivatives are classified as Level 3 as the Company uses historical volatility and implied volatility from options traded to determine expected stock price volatility, an unobservable input that is significant to the valuation. In general, an increase in our stock price or stock price volatility would increase the fair value of the embedded exchange feature and capped call derivatives which would result in an increase in expense. As time to the expiration of the derivatives decreases, the fair value of the derivatives would decrease. The future impact on net income depends on how significant inputs such as stock price, stock price volatility and time to the expiration of the derivatives change in relation to

other inputs. Changes in the fair value of the embedded exchange feature derivative and capped call derivatives are recognized in "Foreign exchange and other income/(expense)" in the condensed consolidated statements of income (loss).

The fair value of the embedded exchange feature derivative liability and the capped call derivative assets were $134.1 million and $61.6 million, respectively, as of June 30, 2022 and the stock price volatility was 54%. As of June 30, 2022, a 10% lower volatility, holding other inputs constant, would result in approximate fair value for the embedded exchange feature derivative of $118.5 million and a 10% higher volatility, holding other inputs constant, would result in approximate fair value of $146.8 million. As of June 30, 2022, a 10% lower volatility, holding other inputs constant, would result in approximate fair value for the capped call derivatives of $65.0 million and a 10% higher volatility, holding other inputs constant, would result in approximate fair value of $57.4 million.

Contingent Consideration Arrangements

The following table provides the fair value of our Level 3 contingent consideration arrangements by acquisition (in thousands):

	June 30, 2022	December 31, 2021
ImThera	$ 70,283	$ 86,830
ALung	21,557	—
TandemLife	5,552	11,552
	$ 97,392	$ 98,382

The ImThera business combination involved contingent consideration arrangements composed of potential cash payments upon the achievement of a certain regulatory milestone and a sales-based earnout associated with sales of products. The sales-based earnouts are valued using projected sales from our internal strategic plan. These arrangements are Level 3 fair value measurements and include the following significant unobservable inputs as of June 30, 2022:

ImThera Acquisition	Valuation Technique	Unobservable Input	Inputs		
Regulatory milestone-based payment	Discounted cash flow	Discount rate		11.8%	
		Probability of payment		85%	
		Projected payment year		2024	
Sales-based earnout	Monte Carlo simulation	Risk-adjusted discount rate		14.4%	
		Credit risk discount rate	12.4%	-	13.4%
		Revenue volatility		32.5%	
		Probability of payment		85%	
		Projected years of earnout	2025	-	2028

The TandemLife business combination involved a contingent consideration arrangement composed of potential cash payments upon the achievement of certain regulatory milestones. The arrangement is a Level 3 fair value measurement and includes the following significant unobservable inputs as of June 30, 2022:

TandemLife Acquisition	Valuation Technique	Unobservable Input	Inputs
Regulatory milestone-based payment	Discounted cash flow	Discount rate	10.1%
		Probability of payment	45%
		Projected payment year	2023

The ALung business combination involved a contingent consideration arrangement composed of potential cash payments upon the achievement of certain sales-based thresholds associated with sales of products. The arrangement is a Level 3 fair value measurement and includes the following significant unobservable inputs as of June 30, 2022:

ALung Acquisition	Valuation Technique	Unobservable Input	Inputs		
Sales-based earnout	Monte Carlo simulation	Risk-adjusted discount rate	10.4%	-	11.2%
		Credit risk discount rate	11.0%	-	13.2%
		Revenue volatility		37.5%	
		Projected years of earnout	2023	-	2027

Note 6. Financing Arrangements

The outstanding principal amount of our long-term debt as of June 30, 2022 and December 31, 2021 was as follows (in thousands, except interest rates):

	June 30, 2022	December 31, 2021	Maturity	Interest Rate		
2020 Cash Exchangeable Senior Notes	$ 232,081	$ 225,140	December 2025	3.00%		
Bridge Loan Facility	220,000	—	N/A	5.83%		
Bank of America Merrill Lynch Banco Múltiplo S.A.	6,499	6,113	July 2023	11.46%		
Mediocredito Italiano	2,332	3,379	December 2023	0.50%	-	2.74%
Bank of America, U.S.	1,500	1,500	January 2023	5.45%		
Other	585	663				
Total long-term facilities	462,997	236,795				
Less current portion of long-term debt	3,205	226,946				
Total long-term debt	$ 459,792	$ 9,849				

Revolving Credit

The outstanding principal amount of our short-term unsecured revolving credit agreements and other agreements with various banks was $3.0 million and $2.7 million at June 30, 2022 and December 31, 2021, respectively, with interest rates ranging from 3.14% to 11.63% and loan terms ranging from overnight to 364 days, as of June 30, 2022.

On August 13, 2021, LivaNova PLC and its wholly-owned subsidiary, LivaNova USA, Inc. (the "Borrower") entered into a First Lien Credit Agreement with the lenders and issuing banks party thereto and Goldman Sachs Bank USA, as First Lien Administrative Agent and First Lien Collateral Agent, relating to a $125 million senior secured multi-currency revolving credit facility to be made available to the Borrower (the "2021 First Lien Credit Agreement"). The 2021 First Lien Credit Agreement, as amended from time to time, expires on August 13, 2026 and bears interest at a rate equal to, for U.S. dollar-denominated loans, an adjusted Secured Overnight Financing Rate ("SOFR") with a floor of 0.00%, or a Base Rate, plus, in each case, a variable margin based on the Company's senior secured net leverage ratio. Interest is paid monthly or quarterly, as selected by the Borrower, with any outstanding principal due at maturity. The First Lien Credit Agreement also contemplates the payment of commitment fees on the unused portion of the commitments, at a variable percentage based on the Company's senior secured net leverage ratio. The 2021 First Lien Credit Agreement is available for working capital and other general corporate purposes and, if drawn, can be repaid at any time without premium or penalty. As of June 30, 2022, we were in compliance with the financial covenants contained in our 2021 First Lien Credit Agreement.

There were no outstanding borrowings under the 2021 First Lien Credit Agreement as of June 30, 2022 and December 31, 2021.

Bridge Loan Facility

On February 24, 2022, LivaNova PLC and its wholly-owned subsidiary, LivaNova USA, Inc., entered into an Incremental Facility Amendment No. 1 to the 2021 First Lien Credit Agreement, relating to a €200 million bridge loan facility (the "Bridge Loan Facility"). On March 16, 2022, LivaNova entered into Amendment No. 2 to the 2021 First Lien Credit Agreement, which converted the available borrowings under the Bridge Loan Facility from €200 million to $220.0 million and converted the EURIBOR rate in the 2021 First Lien Credit Agreement to SOFR. LivaNova delivered a borrowing notice for $220.0 million in connection with the Bridge Loan Facility, which was funded on March 17, 2022. On March 18, 2022, LivaNova PLC, acting through its Italian branch, entered into an Indemnity Letter and an Account Pledge Agreement with Barclays, further to which

Barclays issued the SNIA Litigation Guarantee. As security for the SNIA Litigation Guarantee, LivaNova is required to grant cash collateral to Barclays in US dollars in an amount equal to the USD equivalent of 105% of the amount of the SNIA Litigation Guarantee calibrated on a biweekly basis. The proceeds of the Bridge Loan Facility were used by LivaNova to post a portion of the cash collateral supporting the SNIA Litigation Guarantee. The cash held as collateral supporting the SNIA Litigation Guarantee of $297.7 million was classified as restricted cash on the condensed consolidated balance sheet as of June 30, 2022. The Bridge Loan Facility bears interest at an adjusted term SOFR, with a floor of 0.5%, plus 3.5% increasing by 0.25% 15 days after drawing and by an additional 0.5% 90 days after drawing and every 90 days thereafter, with a maximum margin of 5.25% over adjusted SOFR. The effective interest rate of the Bridge Loan Facility at June 30, 2022 was 11.04%. For additional information regarding the SNIA litigation, please refer to "Note 8. Commitments and Contingencies."

Debt discounts and issuance costs related to the Bridge Loan Facility were approximately $4.5 million. Amortization of debt discount and issuance costs for the Bridge Loan Facility was $3.6 million and $4.5 million for the three and six months ended June 30, 2022, respectively, and is included in interest expense on the consolidated statement of income (loss).

Outstanding borrowings under the Bridge Loan Facility were $220.0 million as of June 30, 2022. The Bridge Loan Facility was repaid in full on July 6, 2022. Please refer to "Note 15. Subsequent Event" for additional information.

2020 Cash Exchangeable Senior Notes

On June 17, 2020, our wholly-owned subsidiary, LivaNova USA, Inc., issued $287.5 million aggregate principal amount of 3.00% Notes (the "Notes") by private placement to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended. The sale of the Notes resulted in approximately $278.0 million in net proceeds to the Company after deducting issuance costs. Interest is payable semiannually in arrears on June 15 and December 15 of each year. The effective interest rate of the Notes at June 30, 2022 was 9.95%. The Notes mature on December 15, 2025 unless earlier exchanged, repurchased, or redeemed.

Debt discounts and issuance costs related to the Notes were approximately $82.0 million and included $75.0 million of discount attributable to the embedded exchange feature, discussed below, and $7.0 million of allocated issuance costs to the Notes related to legal, bank and accounting fees. Amortization of debt discount and issuance costs for the Notes was $3.5 million and $6.9 million for the three and six months ended June 30, 2022, respectively, and is included in interest expense on the consolidated statement of income (loss). The unamortized discount related to the Notes as of June 30, 2022 and December 31, 2021 was $55.4 million and $62.4 million, respectively.

Holders of the Notes are entitled to exchange the Notes at any time during specified periods, at their option. This includes the right to exchange the Notes during any calendar quarter, if the last reported sale price of LivaNova's ordinary shares, with a nominal value of £1.00 per share, is greater than or equal to 130% of the exchange price, or $79.27 per share for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter. The exchange condition was not satisfied during the quarterly period ending June 30, 2022. As a result, we have included our obligations from the Notes and the associated embedded exchange feature derivative as a long-term liability on the consolidated balance sheet as of June 30, 2022. The Notes are exchangeable solely into cash and are not exchangeable into ordinary shares of LivaNova or any other security under any circumstances. The initial exchange rate for the Notes is 16.3980 ordinary shares per $1,000 principal amount of Notes (equivalent to an initial exchange price of approximately $60.98 per share). The exchange rate is subject to adjustment in certain circumstances, as set forth in the indenture governing the Notes.

The Company may redeem the Notes at its option, on or after June 20, 2023 and prior to the 51st scheduled trading day immediately preceding the maturity date, in whole or in part, if the last reported sale price per ordinary share has been at least 130% of the exchange price then in effect for at least 20 trading days (whether or not consecutive), including the trading day immediately preceding the date on which the Company provides notice of redemption, during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. Additionally, the Company may redeem the Notes at its option, prior to their stated maturity, in whole but not in part, in connection with certain tax-related events.

Embedded Exchange Feature

The embedded exchange feature of the Notes requires bifurcation from the Notes and is accounted for as a derivative liability. The fair value of the Notes' embedded exchange feature derivative at the time of issuance was $75.0 million and was recorded as debt discount on the Notes. This discount is amortized as interest expense using the effective interest method over the term of the Notes. The Notes' embedded exchange feature derivative is carried on the condensed consolidated balance sheets at its estimated fair value and is adjusted at the end of each reporting period, with the unrealized gain or loss reflected within "Foreign exchange and other income/(expense)" in the condensed consolidated statements of income (loss). The fair value of the embedded exchange feature derivative liability was $134.1 million as of June 30, 2022.

Capped Call Transactions

In connection with the pricing of the Notes, the Company entered into privately negotiated capped call transactions with certain of the initial purchasers of the Notes or their respective affiliates. The capped call transactions cover, subject to anti-dilution adjustments substantially similar to those applicable to the Notes, the number of LivaNova's ordinary shares underlying the Notes and are expected generally to offset any cash payments the Company is required to make upon exchange of the Notes in excess of the principal amount thereof in the event that the market value per ordinary share, as measured under the capped call transactions, is greater than the strike price of the capped call transactions, with such offset being subject to an initial cap price of $100.00 per share. The capped call transactions expire on December 15, 2025 and must be settled in cash. If the capped call transactions are converted or redeemed early, settlement occurs at their termination value, which is equal to their fair value at the time of the redemption. The capped call transactions are carried on the condensed consolidated balance sheets as a derivative asset at their estimated fair value and are adjusted at the end of each reporting period, with unrealized gain or loss reflected within "Foreign exchange and other income/(expense)" in the condensed consolidated statements of income (loss). The fair value of the capped call derivative assets was $61.6 million as of June 30, 2022. As of June 30, 2022, the capped call derivative assets are classified as long-term.

Note 7. Derivatives and Risk Management

Due to the global nature of our operations, we are exposed to foreign currency exchange rate fluctuations. We enter into FX derivative contracts to reduce the impact of foreign currency exchange rate fluctuations on earnings and cash flow. We are also exposed to equity price risk in connection with our Notes, including exchange and settlement provisions based on the price of our ordinary shares at exchange or maturity of the Notes. In addition, the capped call transactions associated with the Notes also include settlement provisions that are based on the price of our ordinary shares, subject to a capped price per share. We do not enter into derivative contracts for speculative purposes.

We measure all outstanding derivatives each period end at fair value and report the fair value as either financial assets or liabilities on the condensed consolidated balance sheets. At inception of the contract, the derivative is designated as either a freestanding derivative or a hedge. Derivatives that are not designated as hedging instruments are referred to as freestanding derivatives with changes in fair value included in earnings.

If the derivative qualifies for hedge accounting, changes in the fair value of the derivative will be recorded in accumulated other comprehensive income ("AOCI") until the hedged item is recognized in earnings upon settlement/termination. FX derivative gains and losses in AOCI are reclassified to our condensed consolidated statements of income (loss) as shown in the tables below. We evaluate hedge effectiveness at inception. Cash flows from derivative contracts are reported as operating activities on our condensed consolidated statements of cash flows.

Freestanding FX Derivative Contracts

The gross notional amount of FX derivative contracts not designated as hedging instruments outstanding at June 30, 2022 and December 31, 2021 was $117.2 million and $136.7 million, respectively. These derivative contracts are designed to offset the FX effects in earnings of various intercompany loans and trade receivables. We recorded net gains (losses) for these freestanding derivatives of $4.0 million and $(1.7) million for the three months ended June 30, 2022 and 2021, respectively, and $5.0 million and $5.9 million for the six months ended June 30, 2022 and 2021, respectively. These gains are included in "Foreign exchange and other income/(expense)" in the condensed consolidated statements of income (loss).

Counterparty Credit Risk

We are exposed to credit risk in the event of non-performance by the counterparties to our derivatives.

The two counterparties to the capped call transactions are financial institutions. To limit our credit risk, we selected financial institutions with a minimum long-term investment grade credit rating. Our exposure to the credit risk of the counterparties is not

secured by any collateral. If a counterparty becomes subject to insolvency proceedings, we will become an unsecured creditor in those proceedings, with a claim equal to our exposure at that time under the capped call transactions with that counterparty.

To manage credit risk with respect to our other derivatives, the Company selects and periodically reviews counterparties based on credit ratings, limits its exposure with respect to each counterparty, and monitors the market positions. However, if one or more of these counterparties were in a liability position to the Company and were unable to meet their obligations, any transactions with the counterparty could be subject to early termination, which could result in substantial losses for the Company.

Cash Flow Hedges

We utilize FX derivative contracts, designed as cash flow hedges, to hedge the variability of cash flows associated with our 12-month U.S. dollar forecasts of revenues and costs denominated in British Pound, Japanese Yen and the Euro. We transfer to earnings from AOCI the gain or loss realized on the FX derivative contracts at the time of invoicing.

The gross notional amounts of open derivative contracts designated as cash flow hedges at June 30, 2022 and December 31, 2021 were as follows (in thousands):

Description of Derivative Contract	June 30, 2022	December 31, 2021
FX derivative contracts to be exchanged for British Pounds	$ 5,416	$ 11,160
FX derivative contracts to be exchanged for Japanese Yen	3,334	6,648
FX derivative contracts to be exchanged for Euros	29,110	58,224
	$ 37,860	$ 76,032

After-tax net gain associated with derivatives designated as cash flow hedges recorded in the ending balance of AOCI and the amount expected to be reclassified to earnings in the next 12 months are as follows (in thousands):

Description of Derivative Contract	After-Tax Net Loss in AOCI as of June 30, 2022	After-Tax Net Loss in AOCI as of June 30, 2022 Expected to be Reclassified to Earnings in Next 12 Months
FX derivative contracts	$ (2,869)	$ (2,869)

Pre-tax gains (losses) for derivative contracts designated as cash flow hedges recognized in other comprehensive income (loss) ("OCI") and the amount reclassified to earnings from AOCI were as follows (in thousands):

		Three Months Ended June 30,			
		2022		2021	
Description of Derivative Contract	Location in Earnings of Reclassified Gain or Loss	Losses Recognized in OCI	Gains (Losses) Reclassified from AOCI to Earnings	Losses Recognized in OCI	(Losses) Gains Reclassified from AOCI to Earnings
FX derivative contracts	Foreign exchange and other income/(expense)	$ (1,116)	$ 1,238	$ (621)	$ (1,306)
FX derivative contracts	SG&A	—	(1,122)	—	858
		$ (1,116)	$ 116	$ (621)	$ (448)

		Six Months Ended June 30,			
		2022		2021	
Description of Derivative Contract	Location in Earnings of Reclassified Gain or Loss	Losses Recognized in OCI	(Losses) Gains Reclassified from AOCI to Earnings	Losses Recognized in OCI	Losses Reclassified from AOCI to Earnings
FX derivative contracts	Foreign exchange and other gains (losses)	$ (1,758)	$ 1,679	$ (2,844)	$ (2,802)
FX derivative contracts	SG&A	—	(1,510)	—	1,543
		$ (1,758)	$ 169	$ (2,844)	$ (1,259)

We offset fair value amounts associated with our derivative instruments on our condensed consolidated balance sheets that are executed with the same counterparty under master netting arrangements. Our netting arrangements include a right to set off or net together purchases and sales of similar products in the settlement process.

The following tables present the fair value and the location of derivative contracts reported on the condensed consolidated balance sheets (in thousands):

June 30, 2022	Asset Derivatives		Liability Derivatives	
Derivatives Designated as Hedging Instruments	**Balance Sheet Location**	**Fair Value [1]**	**Balance Sheet Location**	**Fair Value [1]**
FX derivative contracts	Current derivative assets	$ 585	Current derivative liabilities	$ 3,386
Total derivatives designated as hedging instruments		585		3,386
Derivatives Not Designated as Hedging Instruments				
FX derivative contracts	Current derivative assets	1,935	Current derivative liabilities	3
FX derivative contracts	Current derivative liabilities	157		
Capped call derivatives	Long-term derivative assets	61,608		
Embedded exchange feature			Long-term derivative liabilities	134,090
Total derivatives not designated as hedging instruments		63,700		134,093
Total derivatives		$ 64,285		$ 137,479

December 31, 2021	Asset Derivatives		Liability Derivatives	
Derivatives Designated as Hedging Instruments	**Balance Sheet Location**	**Fair Value [1]**	**Balance Sheet Location**	**Fair Value [1]**
FX derivative contracts	Current derivative liabilities	$ 243	Current derivative liabilities	$ 1,286
Total derivatives designated as hedging instruments		243		1,286
Derivatives Not Designated as Hedging Instruments				
FX derivative contracts	Current derivative liabilities	61	Current derivative liabilities	427
Capped call derivatives	Current derivative assets	106,629		
Embedded exchange feature			Current derivative liabilities	181,700
Total derivatives not designated as hedging instruments		106,690		182,127
Total derivatives		$ 106,933		$ 183,413

(1) For the classification of inputs used to evaluate the fair value of our derivatives, refer to "Note 5. Fair Value Measurements."

Note 8. Commitments and Contingencies

FDA Warning Letter

On December 29, 2015, the FDA issued a Warning Letter alleging certain violations of FDA regulations applicable to medical device manufacturers at our Munich, Germany and Arvada, Colorado facilities.

The FDA inspected the Munich facility from August 24, 2015 to August 27, 2015 and the Arvada facility from August 24, 2015 to September 1, 2015. On August 27, 2015, the FDA issued a Form 483 identifying two observed non-conformities with certain regulatory requirements at the Munich facility. We did not receive a Form 483 in connection with the FDA's inspection of the Arvada facility. Following receipt of the Form 483, we provided written responses to the FDA describing corrective and preventive actions that were underway or to be taken to address the FDA's observations at the Munich facility. The Warning Letter responded in part to our responses and identified other alleged violations related to the manufacture of our 3T Heater-Cooler device that were not previously included in the Form 483.

The Warning Letter further stated that our 3T devices and other devices we manufactured at our Munich facility were subject to refusal of admission into the U.S. until resolution of the issues set forth by the FDA in the Warning Letter. The FDA had

informed us that the import alert was limited to the 3T devices, but that the agency reserved the right to expand the scope of the import alert if future circumstances warranted such action. The Warning Letter did not request that existing users cease using the 3T device, and manufacturing and shipment of all of our products other than the 3T device were unaffected by the import limitation. To help clarify these issues for current customers, we issued an informational Customer Letter in January 2016 and that same month agreed with the FDA on a process for shipping 3T devices to existing U.S. users pursuant to a certificate of medical necessity program.

Finally, the Warning Letter stated that premarket approval applications for Class III devices to which certain Quality System regulation deviations identified in the Warning Letter were reasonably related would not be approved until the violations had been corrected; however, this restriction applied only to the Munich and Arvada facilities, which do not manufacture or design devices subject to Class III premarket approval.

On February 25, 2020, LivaNova received clearance for K191402, a 510(k) for the 3T devices that addressed issues contained in the 2015 Warning Letter along with design changes that further mitigate the potential risk of aerosolization. Concurrent with this clearance, (1) 3T devices manufactured in accordance with K191402 will not be subjected to the import alert and (2) LivaNova initiated a correction to distribute the updated Operating Instructions cleared under K191402. With this 510(k) clearance, all actions to remediate the FDA's inspectional observations in the Warning Letter were complete, and LivaNova awaited the FDA's close-out inspection.

On April 28, 2022, the FDA completed its close-out inspection of the Munich, Germany facility and, at the conclusion of the inspection, issued a Form 483 which contained three inspectional observations in the areas of design validation, process validation and complaint investigations. We submitted a detailed response including our proposed corrective and preventative actions to address the FDA's observations and a subsequent follow-up to the FDA commenting on the Form 483 observations in the context of our previous actions and remediation efforts to the 2015 Warning Letter, including the January 2016 informational Customer Letter; shipment of products pursuant to our certificate of medical necessity program; and the activities that we conducted to obtain clearance of K191402 for the modified 3T device. While our responses were designed to resolve the outstanding issues raised by the FDA, whether the FDA will accept our responses is uncertain. Refer to "Part II, Item 1A, Risk Factors" in this Form 10-Q for additional information regarding the risks surrounding receipt of the Form 483.

CDC and FDA Safety Communications and Company Field Safety Notice

On October 13, 2016, the Center for Disease Control (the "CDC") and the FDA separately released safety notifications regarding the 3T devices. The CDC's Morbidity and Mortality Weekly Report ("MMWR") and Health Advisory Notice ("HAN") reported that tests conducted by the CDC and its affiliates indicate that there appears to be genetic similarity between both patient and 3T device strains of the non-tuberculous mycobacterium ("NTM") bacteria M. chimaera isolated in hospitals in Iowa and Pennsylvania. Citing the geographic separation between the two hospitals referenced in the investigation, the report asserts that 3T devices manufactured prior to August 18, 2014 could have been contaminated during the manufacturing process. The CDC's HAN and FDA's Safety Communication, issued contemporaneously with the MMWR report, each assess certain risks associated with 3T devices and provide guidance for providers and patients. The CDC notification states that the decision to use the 3T device during a surgical operation is to be taken by the surgeon based on a risk approach and on patient need. Both the CDC's and FDA's communications confirm that 3T devices are critical medical devices and enable doctors to perform life-saving cardiac surgery procedures.

Also on October 13, 2016, concurrent with the CDC's HAN and FDA's Safety Communication, we issued a Field Safety Notice Update for U.S. users of 3T devices to proactively and voluntarily contact facilities to aid in implementation of the CDC and FDA recommendations. In the fourth quarter of 2016, we initiated a program to provide existing 3T device users with a new loaner 3T device at no charge pending regulatory approval and implementation of additional risk mitigation strategies worldwide, including a vacuum canister and internal sealing upgrade program and a deep disinfection service. In April 2017, we obtained CE Mark in Europe for the design change of the 3T device, and in October 2018, the FDA concluded that we could commence the vacuum canister and internal sealing upgrade program in the U.S. On February 25, 2020, LivaNova received clearance for K191402, a 510(k) for the 3T devices that addressed issues contained in the 2015 Warning Letter along with design changes that further mitigate the potential risk of aerosolization. We are in the process of completing and closing out all recall activities with the FDA. While our vacuum canister and internal sealing upgrade program and deep cleaning service in the U.S. are substantially complete, these services will continue as a servicing option outside of the U.S.

On December 31, 2016, we recognized a liability for our product remediation plan related to our 3T device. We concluded that it was probable that a liability had been incurred upon management's approval of the plan and the commitments made by management to various regulatory authorities globally during the fourth quarter of 2016, and furthermore, the cost associated with the plan was reasonably estimable. At June 30, 2022, the product remediation liability was $0.7 million.

Saluggia Site Hazardous Substances

LivaNova Site Management S.r.l. ("LSM"), formerly a subsidiary of Sorin, one of the companies that merged into LivaNova PLC in 2015, manages site services for the campus in Saluggia, Italy. In addition to a LivaNova manufacturing facility, the Saluggia campus is also the location of manufacturing facilities of third parties, a cafeteria for workers, and storage facilities for hazardous substances and equipment previously used in a nuclear research center, later turned nuclear medicine business, between the 1960s and the late 1990s. Pursuant to authorization from the Italian government, LSM has, and continues to, perform ordinary maintenance, secure the facilities, monitor air and water quality and file applicable reports with the competent environmental authorities.

During 2020, LSM received correspondence from ISIN (a sub-body of the Italian Ministry of Economic Development) requesting that within five years, LSM demonstrate the financial capacity to meet its obligations under Italian law to clean and dismantle any contaminated buildings and equipment as well as to deliver hazardous substances to a national repository. This repository will be built by the Italian government at a location and time yet to be determined. ISIN subsequently published Technical Guide n. 30, which identifies the technical criteria, and general safety and protection requirements for the design, construction, operation and dismantling of temporary storage facilities for the hazardous substances. In January 2021, a list of 67 potential sites for the national repository was published.

Although there is no legal obligation to begin any work or deliver the hazardous substances, as the performance of these obligations is contingent on the construction of the as-yet unbuilt national repository, based on the aforementioned factors, the Company concluded its obligation to clean, dismantle, and deliver any hazardous substances to a national repository is probable and reasonably estimable. The estimated liability as of June 30, 2022 was $35.9 million, which represented the low end of the estimated range of loss of $35.9 million to $45.6 million. The estimated liability as of December 31, 2021 was $39.3 million. The decrease in the liability from December 31, 2021 was primarily due to the effects of foreign currency changes during the six months ended June 30, 2022.

Litigation

Product Liability

The Company is currently involved in litigation involving our 3T device. The litigation includes federal multi-district litigation in the U.S. District Court for the Middle District of Pennsylvania, various U.S. state court cases and cases in jurisdictions outside the U.S. A class action, filed in February 2016 in the U.S. District Court for the Middle District of Pennsylvania, consisting of all Pennsylvania residents who underwent open heart surgery at WellSpan York Hospital and Penn State Milton S. Hershey Medical Center between 2011 and 2015 and who currently are asymptomatic for NTM infection, was dismissed on July 16, 2021.

On March 29, 2019, we announced a settlement framework that provides for a comprehensive resolution of the personal injury cases pending in the multi-district litigation in U.S. federal court, the related class action in federal court, as well as certain cases in state courts across the United States. The agreement, which makes no admission of liability, is subject to certain conditions, including acceptance of the settlement by individual claimants and provides for a total payment of up to $225 million to resolve the claims covered by the settlement. Per the agreed-upon terms, the first payment of $135 million was paid into a qualified settlement fund in July 2019 and the second payment of $90 million was paid in January 2020. Cases covered by the settlement are being dismissed as amounts are disbursed to individual plaintiffs from the qualified settlement fund.

Cases in state courts in the U.S. and in jurisdictions outside the U.S. continue to progress. As of August 3, 2022, including the cases encompassed in the settlement framework described above that have not yet been dismissed, we were aware of approximately 90 filed and unfiled claims worldwide, with the majority of the claims in various federal or state courts throughout the United States. This number includes six cases that have settled but have not yet been dismissed. The complaints generally seek damages and other relief based on theories of strict liability, negligence, breach of express and implied warranties, failure to warn, design and manufacturing defect, fraudulent and negligent misrepresentation or concealment, unjust enrichment, and violations of various state consumer protection statutes.

At June 30, 2022, the provision for these matters was $36.9 million. While the amount accrued represents our best estimate for those filed and unfiled claims that we believe are both probable and estimable at this time, and which are a subset of the filed and unfiled claims worldwide of which we are currently aware, the actual liability for resolution of these matters may vary from our estimate. The remaining claims for which a provision has not been recorded are remote or the potential loss is not estimable at this time.

Changes in the carrying amount of the litigation provision liability are as follows (in thousands):

Total litigation provision liability at December 31, 2021	$	39,470
Payments		(2,773)
Adjustments [1]		709
FX and other		(517)
Total litigation provision liability at June 30, 2022		36,889
Less current portion of litigation provision liability at June 30, 2022		30,960
Long-term portion of litigation provision liability at June 30, 2022 [2]	$	5,929

(1) Adjustments to the litigation provision are included within other operating expenses on the condensed consolidated statements of income (loss).

(2) Included within other long-term liabilities on the condensed consolidated balance sheet.

Environmental Liability

Sorin was created as a result of a spin-off (the "Sorin spin-off") from SNIA in January 2004, and in October 2015, Sorin was merged into LivaNova. SNIA subsequently became insolvent, and the Italian Ministry of the Environment and the Protection of Land and Sea (the "Italian Ministry of the Environment"), sought compensation from SNIA in an aggregate amount of approximately $4 billion for remediation costs relating to the environmental damage at chemical sites previously operated by SNIA's other subsidiaries.

There are proceedings relating to the SNIA bankruptcy to which we are not a party in the Bankruptcy Court of Udine and the Bankruptcy Court of Milan. In September 2011, the Bankruptcy Court of Udine held that the Italian Ministry of the Environment and other Italian government agencies (the "Public Administrations") were not creditors of either SNIA or its subsidiaries in connection with their claims in the Italian insolvency proceedings. The Public Administrations appealed. In January 2016, the Court of Udine rejected the appeal, and the Public Administrations appealed to the Supreme Court. Similarly, in July 2014, the Bankruptcy Court of Milan held that the Public Administrations were not creditors of either SNIA or its subsidiaries. The Public Administrations appealed. In April 2022, Bankruptcy Court of Milan declared the Public Administrations to be a non-privileged creditor of SNIA for up to €454 million, and the Public Administrations appealed to the Supreme Court.

In January 2012, SNIA filed a civil action against Sorin in the Civil Court of Milan asserting joint liability of a parent and a spun-off company; the Public Administrations entered voluntarily into the proceeding, asking Sorin, as jointly liable with SNIA, to pay compensation for SNIA's environmental damages. On April 1, 2016, the Court of Milan dismissed all legal actions of SNIA and of the Public Administrations further requiring the Public Administrations to pay Sorin approximately €292,000 (approximately $304,103 as of June 30, 2022) for legal fees. The Public Administrations appealed the 2016 decision to the Court of Appeal of Milan ("Court of Appeal"). On March 5, 2019, the Court of Appeal issued a partial decision on the merits declaring Sorin/LivaNova jointly liable with SNIA for SNIA's environmental liabilities in an amount up to the fair value of the net worth received by Sorin because of the Sorin spin-off, an estimated €572.1 million (approximately $595.8 million as of June 30, 2022). We appealed the partial decision on liability to the Italian Supreme Court in August 2019.

In November 2021, the Court of Appeal delivered the remainder of its decision, ordering LivaNova to pay damages of approximately €453.6 million (approximately $472.4 million as of June 30, 2022). We appealed the decision on damages in December 2021. The Italian Supreme Court scheduled a hearing for October 5, 2022 to address the appeals of liability and damages.

On February 21, 2022, the Court of Appeal notified the Company that it granted the Company a suspension with respect to the payment of damages until a decision has been reached on the appeal to the Italian Supreme Court. This suspension was subject to our providing a first demand bank guarantee of €270.0 million (approximately $281.2 million as of June 30, 2022) within 30 calendar days, and on March 21, 2022, LivaNova delivered the guarantee, thereby satisfying the condition. Refer to "Note 6. Financing Arrangements" for information on the financing of the guarantee.

In 2011, Caffaro, a SNIA subsidiary, sold its Brescia chemical business to Caffaro Brescia, a third party belonging to the Todisco group, and as part of the acquisition, Caffaro Brescia agreed to secure hydraulic barriers at the site and maintain existing environmental security measures. In September 2020, Caffaro Brescia declared it was withdrawing from its agreement to maintain the environmental measures. In January 2021, we (in addition to Caffaro Brescia, and other non-LivaNova entities) received an administrative order ("Order") from the Italian Ministry of the Environment requiring us to ensure the maintenance of the environmental measures and to guarantee that such works remain fully operational, the annual management and maintenance for which is estimated at approximately €1 million per year. LivaNova's receipt of the Order appears to be based

on the aforementioned Court of Appeal decision regarding our alleged joint liability with SNIA for SNIA's environmental liabilities. Our response, dated February 16, 2021, disputes the grounds upon which the Order is based. We also appealed the Order in the Administrative Court in Brescia.

We have not recognized a liability in connection with these related matters because any potential loss is not currently probable.

Contract Litigation / Claims

On November 25, 2019, LivaNova received notice of a lawsuit initiated by former members of Caisson Interventional, LLC ("Caisson"), a subsidiary of the Company acquired in 2017. The lawsuit, Todd J. Mortier, as Member Representative of the former Members of Caisson Interventional, LLC v. LivaNova USA, Inc., was filed in the United States District Court for the District of Minnesota. The complaint alleged (i) breach of contract, (ii) breach of the covenant of good faith and fair dealing and (iii) unjust enrichment in connection with the Company's operation of Caisson's Transcatheter Mitral Valve Replacement ("TMVR") program and the Company's November 20, 2019 announcement that it was ending the TMVR program at the end of 2019. The lawsuit sought damages arising out of the 2017 acquisition agreement, including various regulatory milestone payments. In May 2022, the District Court granted LivaNova's motion for summary judgment; in response, Caisson subsequently filed a notice of appeal to the Eighth Circuit Court of Appeal. We intend to vigorously defend this claim. The Company has not recognized a liability related to this matter because any potential loss is not currently probable or reasonably estimable.

Please refer to "Note 3. Divestiture of Heart Valve Business" for information regarding a demand letter received by the Company from Mitral on July 29, 2022. The Company has not recognized a liability related to this matter because any potential loss is not currently probable.

Other Matters

Additionally, we are the subject of various pending or threatened legal actions and proceedings that arise in the ordinary course of our business. These matters are subject to many uncertainties and outcomes that are not predictable and that may not be known for extended periods of time. Since the outcome of these matters cannot be predicted with certainty, the costs associated with them could have a material adverse effect on our consolidated net income, financial position or liquidity.

Note 9. Stockholders' Equity

The tables below present the condensed consolidated statements of stockholders' equity as of and for the three and six months ended June 30, 2022 and 2021 (in thousands):

	Ordinary Shares	Ordinary Shares - Amount	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit [1]	Total Stockholders' Equity [1]
March 31, 2022	53,764	$ 82,298	$ 2,121,098	$ (619)	$ (16,132)	$ (894,791)	$ 1,291,854
Stock-based compensation plans	46	61	12,160	222	—	—	12,443
Net income	—	—	—	—	—	16,444	16,444
Other comprehensive loss	—	—	—	—	(38,738)	—	(38,738)
June 30, 2022	53,810	$ 82,359	$ 2,133,258	$ (397)	$ (54,870)	$ (878,347)	$ 1,282,003
March 31, 2021	49,455	$ 76,310	$ 1,770,407	$ (798)	$ 1,938	$ (792,727)	$ 1,055,130
Stock-based compensation plans	68	95	8,706	93	—	—	8,894
Net loss	—	—	—	—	—	(56,487)	(56,487)
Other comprehensive income	—	—	—	—	21,137	—	21,137
June 30, 2021	49,523	$ 76,405	$ 1,779,113	$ (705)	$ 23,075	$ (849,214)	$ 1,028,674

	Ordinary Shares	Ordinary Shares - Amount	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive (Loss) Income	Accumulated Deficit [1]	Total Stockholders' Equity [1]
December 31, 2021	53,762	$ 82,295	$ 2,117,961	$ (650)	$ (7,177)	$ (897,784)	$ 1,294,645
Stock-based compensation plans	48	64	15,297	253	—	—	15,614
Net income	—	—	—	—	—	19,437	19,437
Other comprehensive loss	—	—	—	—	(47,693)	—	(47,693)
June 30, 2022	53,810	$ 82,359	$ 2,133,258	$ (397)	$ (54,870)	$ (878,347)	$ 1,282,003
December 30, 2020	49,447	$ 76,300	$ 1,768,156	$ (1,034)	$ 27,809	$ (761,966)	$ 1,109,265
Stock-based compensation plans	76	105	10,957	329	—	—	11,391
Net loss	—	—	—	—	—	(87,248)	(87,248)
Other comprehensive loss	—	—	—	—	(4,734)	—	(4,734)
June 30, 2021	49,523	$ 76,405	$ 1,779,113	$ (705)	$ 23,075	$ (849,214)	$ 1,028,674

(1) Accumulated deficit and total stockholders' equity as of June 30, 2021 and net loss for the three and six months ended June 30, 2021 have been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

The table below presents the change in each component of AOCI, net of tax, and the reclassifications out of AOCI into net income for the six months ended June 30, 2022 and 2021 (in thousands):

	Change in Unrealized Gain (Loss) on Derivatives	Foreign Currency Translation Adjustments Gain (Loss) [1]	Total
December 31, 2021	$ (945)	$ (6,232)	$ (7,177)
Other comprehensive loss before reclassifications, before tax	(1,758)	(45,766)	(47,524)
Tax benefit	—	—	—
Other comprehensive loss before reclassifications, net of tax	(1,758)	(45,766)	(47,524)
Reclassification of gain from accumulated other comprehensive loss, before tax	(169)	—	(169)
Reclassification of tax benefit	—	—	—
Reclassification of gain from accumulated other comprehensive loss, after tax	(169)	—	(169)
Net current-period other comprehensive loss, net of tax	(1,927)	(45,766)	(47,693)
June 30, 2022	$ (2,872)	$ (51,998)	$ (54,870)
December 31, 2020	$ 2,319	$ 25,490	$ 27,809
Other comprehensive loss before reclassifications, before tax	(2,844)	(3,530)	(6,374)
Tax benefit	683	—	683
Other comprehensive loss before reclassifications, net of tax	(2,161)	(3,530)	(5,691)
Reclassification of loss from accumulated other comprehensive income, before tax	1,259	—	1,259
Reclassification of tax benefit	(302)	—	(302)
Reclassification of loss from accumulated other comprehensive income, after tax	957	—	957
Net current-period other comprehensive loss, net of tax	(1,204)	(3,530)	(4,734)
June 30, 2021	$ 1,115	$ 21,960	$ 23,075

(1) Taxes are not provided for foreign currency translation adjustments as translation adjustments are related to earnings that are intended to be reinvested in the countries where earned.

Note 10. Stock-Based Incentive Plans

Stock-based incentive plans compensation expense is as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Service-based restricted stock units ("RSUs")	$ 5,882	$ 5,205	$ 11,226	$ 10,047
Service-based stock appreciation rights ("SARs")	3,720	3,064	6,658	6,386
Market performance-based restricted stock units	1,003	898	1,854	1,661
Operating performance-based restricted stock units	611	239	1,396	506
Employee share purchase plan	293	510	631	852
Total stock-based compensation expense	$ 11,509	$ 9,916	$ 21,765	$ 19,452

Stock-based awards may be granted under the 2015 Incentive Award Plan (the "2015 Plan") and the 2022 Incentive Award Plan (the "2022 Plan") in the form of stock options, SARs, RSUs and other stock-based and cash-based awards. As of June 30, 2022, there were 56,428 shares available for future grants to our Non-Executive Directors under the 2015 Plan and 1,900,000 shares pursuant to Options or Stock Appreciation Rights and 1,173,352 shares pursuant to other types of awards available for future grants to our employees under the 2022 Plan.

During the six months ended June 30, 2022, we issued stock-based compensatory awards with terms approved by the Compensation Committee of our Board of Directors. The awards with service conditions generally vest ratably from two to four

years and are subject to forfeiture unless service conditions are met. The market performance-based awards that were issued cliff vest after three years subject to the rank of our total shareholder return for the three-year period ending December 31, 2024 relative to the total shareholder returns for a peer group of companies. The adjusted free cash flow and return on invested capital operating performance-based awards that were issued cliff vest after three years subject to the achievement of certain thresholds of cumulative results for the three-year period ending December 31, 2024. Compensation expense related to awards granted during 2022 for the six months ended June 30, 2022 was $3.0 million.

Stock-based compensation agreements issued during the six months ended June 30, 2022, representing potential shares and their weighted average grant date fair values by type follows (shares in thousands, fair value in dollars):

	Six Months Ended June 30, 2022	
	Shares	Weighted Average Grant Date Fair Value
Service-based SARs	553,050	$ 34.13
Service-based RSUs	291,330	$ 79.04
Market performance-based RSUs	44,180	$ 103.02
Operating performance-based RSUs	44,174	$ 82.04

Note 11. Income Taxes

Our effective income tax rate for the three and six months ended June 30, 2022 was 13.2% and 20.6%, respectively, compared with (7.4)% and (8.1)%, respectively, for the three and six months ended June 30, 2021. Our effective income tax rate fluctuates based on, among other factors, changes in pretax income in countries with varying statutory tax rates, valuation allowances, tax credits and incentives, and unrecognized tax benefits associated with uncertain tax positions.

We continually assess the realizability of our worldwide deferred tax asset and valuation allowance positions, and when the need arises, we establish or release valuation allowances accordingly.

Compared with the three months ended June 30, 2021, the change in the effective tax rate for the three months ended June 30, 2022 was primarily attributable to discrete items and changes in income before tax in countries with varying statutory tax rates as compared to the discrete tax impact of the sale of the Heart Valve business during the three months ended June 30, 2021.

Compared with the six months ended June 30, 2021, the change in the effective tax rate for the six months ended June 30, 2022 was primarily attributable to discrete items and changes in income before tax in countries with varying statutory tax rates as compared to discrete items and the discrete tax impact of the sale of the Heart Valve business during the six months ended June 30, 2021.

We operate in multiple jurisdictions throughout the world, and our tax returns are periodically audited or subjected to review by tax authorities. As a result, there is an uncertainty in income taxes recognized in our financial statements. Tax benefits totaling $1.6 million and $1.7 million were unrecognized as of June 30, 2022 and December 31, 2021, respectively. It is reasonably possible that, within the next twelve months, due to the settlement of uncertain tax positions with various tax authorities and the expiration of statutes of limitations, unrecognized tax benefits could decrease by up to approximately $1.0 million.

Note 12. Earnings Per Share

Reconciliation of the shares used in the basic and diluted earnings per share computations for the three and six months ended June 30, 2022 and 2021 are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Basic weighted average shares outstanding	53,506	48,928	53,420	48,833
Add effects of share-based compensation instruments [1]	574	—	724	—
Diluted weighted average shares outstanding	54,080	48,928	54,144	48,833

(1) Excluded from the computation of diluted earnings per share were stock options, SARs and restricted share units totaling 2.2 million and 3.9 million for the three months ended June 30, 2022 and 2021, respectively, and 2.2 and 4.1 million for the six months ended June 30, 2022 and 2021, respectively, because to include them would have been anti-dilutive under the treasury stock method.

Note 13. Geographic and Segment Information

We identify operating segments based on the way we manage, evaluate and internally report our business activities for purposes of allocating resources, developing and executing our strategy, and assessing performance. We have three reportable segments: Cardiopulmonary, Neuromodulation and ACS.

Our Cardiopulmonary segment is engaged in the development, production and sale of cardiopulmonary products, including oxygenators, heart-lung machines, autotransfusion systems, perfusion tubing systems, cannulae and other related accessories.

Our Neuromodulation segment is engaged in the design, development and marketing of devices that deliver neuromodulation therapy for treating drug-resistant epilepsy ("DRE") and difficult-to-treat depression ("DTD"). Neuromodulation products include the VNS Therapy System, which consists of an implantable pulse generator, a lead that connects the generator to the vagus nerve, and other accessories. It also includes the development and management of clinical testing of our aura6000 System for treating obstructive sleep apnea ("OSA"). This device stimulates the hypoglossal nerve, which in turn, engages certain muscles in the tongue in order to open the airway while a patient is sleeping. Our Neuromodulation segment also includes the VITARIA System for treating heart failure by stimulating the right vagus nerve.

Our Advanced Circulatory Support segment is engaged in the development, production and sale of leading-edge temporary life support products. Our ACS products, which comprise the LifeSPARC platform, simplify temporary extracorporeal cardiopulmonary life support solutions for critically ill patients. The LifeSPARC platform includes a common compact console and pump that provides temporary support for emergent rescue patients in a variety of settings. Our ACS segment also includes the Hemolung Respiratory Assist System ("Hemolung RAS"), which was acquired in May 2022 as part of the acquisition of ALung.

"Other" includes corporate shared service expenses for finance, legal, human resources, information technology and corporate business development. For 2021, other also includes the results of our Heart Valves business, which was disposed of on June 1, 2021.

Net sales of our reportable segments includes revenues from the sale of products that each reportable segment develops and manufactures or distributes. We define segment income as operating income before merger and integration, restructuring and amortization of intangibles.

We operate under three geographic regions: U.S., Europe, and Rest of World. The table below presents net sales by operating segment and geographic region (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Cardiopulmonary				
United States	$ 37,865	$ 37,388	$ 75,961	$ 73,147
Europe	33,159	35,133	65,226	65,759
Rest of World	54,796	45,355	101,708	87,689
	125,820	117,876	242,895	226,595
Neuromodulation				
United States	91,431	91,779	178,641	174,079
Europe	13,710	14,604	26,166	26,283
Rest of World	12,654	11,253	23,215	20,973
	117,795	117,636	228,022	221,335
Advanced Circulatory Support				
United States	8,790	12,964	19,753	25,524
Europe	503	178	1,106	406
Rest of World	59	133	176	337
	9,352	13,275	21,035	26,267
Other [(1)]				
United States	—	2,212	—	4,929
Europe	—	6,123	—	14,407
Rest of World	1,184	7,361	2,374	18,553
	1,184	15,696	2,374	37,889
Totals				
United States	138,086	144,343	274,355	277,679
Europe [(2)]	47,372	56,038	92,498	106,855
Rest of World	68,693	64,102	127,473	127,552
Total [(3)]	$ 254,151	$ 264,483	$ 494,326	$ 512,086

(1) For 2021, other primarily includes the net sales of the Company's Heart Valves business, which was disposed of on June 1, 2021.

(2) Europe includes those countries in which we have a direct sales presence, whereas European countries in which we sell through distributors are included in Rest of World.

(3) No single customer represented over 10% of our consolidated net sales. No country's net sales exceeded 10% of our consolidated sales except for the U.S.

The table below presents a reconciliation of segment income (loss) to consolidated income (loss) before tax (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021 [1]	2022	2021 [1]
Cardiopulmonary	$ 3,644	$ (25,099)	$ 10,539	$ (23,657)
Neuromodulation	51,360	38,156	88,838	72,239
Advanced Circulatory Support	3,485	(1,311)	(1,953)	1,082
Other [2]	(19,450)	(37,634)	(42,532)	(67,829)
Total reportable segment income (loss)	39,039	(25,888)	54,892	(18,165)
Other expenses [3]	7,283	10,374	13,631	23,795
Operating income (loss)	31,756	(36,262)	41,261	(41,960)
Interest expense	(14,388)	(16,515)	(22,228)	(32,451)
Foreign exchange and other income/(expense)	1,633	239	5,537	(6,204)
Income (loss) before tax	$ 19,001	$ (52,538)	$ 24,570	$ (80,615)

(1) Segment income for the three and six months ended June 30, 2021 has been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

(2) Other includes corporate shared service expenses for finance, legal, human resources, information technology and corporate business development. For 2021, other also includes the results of the Company's Heart Valves business, which was disposed of on June 1, 2021.

(3) Other expenses primarily consist of amortization of intangible assets, merger and integration expense and restructuring expense.

Assets by segment are as follows (in thousands):

	June 30, 2022	December 31, 2021
Cardiopulmonary	$ 860,410	$ 921,481
Neuromodulation	651,085	646,394
Advanced Circulatory Support	259,515	231,846
Other	565,235	401,230
Total	$ 2,336,245	$ 2,200,951

Capital expenditures by segment are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Cardiopulmonary	$ 3,213	$ 2,671	$ 5,042	$ 5,720
Neuromodulation	46	51	130	91
Advanced Circulatory Support	—	528	684	1,084
Other	2,604	2,882	5,587	4,351
Total	$ 5,863	$ 6,132	$ 11,443	$ 11,246

The changes in the carrying amount of goodwill by segment for the six months ended June 30, 2022 were as follows (in thousands):

	Cardiopulmonary	Neuromodulation	Advanced Circulatory Support	Total
December 31, 2021	$ 398,245	$ 398,754	$ 102,526	$ 899,525
Goodwill as a result of acquisition	—	—	25,893	25,893
Foreign currency adjustments	(27,348)	—	—	(27,348)
June 30, 2022	$ 370,897	$ 398,754	$ 128,419	$ 898,070

Property, plant and equipment, net by geography are as follows (in thousands):

	June 30, 2022	December 31, 2021
United States	$ 62,704	$ 60,852
Europe	76,309	85,313
Rest of World	4,299	3,901
Total	$ 143,312	$ 150,066

Note 14. Supplemental Financial Information

Inventories consisted of the following (in thousands):

	June 30, 2022	December 31, 2021
Raw materials	$ 53,019	$ 43,958
Work-in-process	18,227	14,161
Finished goods	48,169	47,721
	$ 119,415	$ 105,840

As of June 30, 2022 and December 31, 2021, inventories included adjustments totaling $9.0 million and $8.9 million, respectively, to record balances at lower of cost or net realizable value.

Accrued liabilities and other consisted of the following (in thousands):

	June 30, 2022	December 31, 2021
Operating lease liabilities	$ 10,245	$ 11,261
Contract liabilities	9,097	8,419
Amount payable to Gyrus Capital S.A.	8,767	11,418
Legal and other administrative costs	8,524	8,948
Research and development costs	6,065	5,329
Contingent consideration [1]	5,552	11,552
Provisions for agents, returns and other	1,700	2,535
Other accrued expenses	34,002	29,475
	$ 83,952	$ 88,937

(1) Refer to “Note 5. Fair Value Measurements”

As of June 30, 2022 and December 31, 2021, contract liabilities totaling $11.8 million and $9.8 million, respectively, were included within accrued liabilities and other long-term liabilities on the condensed consolidated balance sheets.

The table below presents the items included within "Foreign exchange and other income/(expense)" on the condensed consolidated statements of income (loss) (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021	2022	2021
Exchangeable Notes fair value adjustment [1]	$ 36,570	$ (26,048)	$ 47,610	$ (52,384)
Capped call fair value adjustment [1]	(35,109)	19,408	(45,021)	31,957
Investment revaluation [2]	—	—	—	4,640
Dividend Income [2]	—	3,133	—	3,133
Other derivative liabilities fair value adjustment	—	923	—	4,090
Foreign exchange rate fluctuations	341	1,544	3,132	1,134
Interest income	57	189	77	115
Other	(226)	1,090	(261)	1,111
Foreign exchange and other income/(expense)	$ 1,633	$ 239	$ 5,537	$ (6,204)

(1) Refer to "Note 5. Fair Value Measurements"

(2) Refer to "Note 4. Investments"

The table below presents a reconciliation of cash, cash equivalents and restricted cash reported on the condensed consolidated balance sheets that sum to the total of the amounts shown on the condensed consolidated statement of cash flows (in thousands):

	June 30, 2022	December 31, 2021
Cash and cash equivalents	$ 109,022	$ 207,992
Restricted cash [1]	297,747	—
Cash, cash equivalents and restricted cash	$ 406,769	$ 207,992

(1) Restricted cash represents funds held as collateral for the SNIA Litigation Guarantee. Refer to "Note 8. Commitments and Contingencies."

Note 15. Subsequent Event

On July 6, 2022, LivaNova and its wholly-owned subsidiary, LivaNova USA, Inc. ("LivaNova USA"), entered into a new incremental facility amendment (the "Incremental Amendment No. 2") to its 2021 First Lien Credit Agreement. The Incremental Amendment No. 2 provides for LivaNova USA to, among other things, obtain commitments for term loan facilities from a syndicate of lenders in an aggregate principal amount of $350 million consisting of (i) an initial term loan facility in an aggregate principal amount of $300 million (the "Initial Term Facility") and (ii) a delayed draw term loan facility in an additional aggregate principal amount of $50 million, which are available in one single drawing on or after July 6 until the date that is nine months after such date (the "Delayed Draw Term Facility" and, together with the Initial Term Facility, the "Term Facilities").

Proceeds of the Initial Term Facility were used to repay in full the Bridge Loan Facility on July 6, 2022, with the remainder to be used for general corporate purposes of the Company. The Term Facilities have a maturity of the earlier of (i) five years or (ii) 91 days prior to December 15, 2025, the maturity date of the Notes, unless by that date LivaNova USA will have either redeemed or refinanced the Notes, or set aside an amount of cash equal to the then-outstanding principal amount of the Notes. The Term Facilities bear interest at a rate equal to an adjusted term SOFR (or, alternatively, the Alternate Base Rate) plus a variable margin based on the Company's consolidated Total Net Leverage Ratio. As of the date of effectiveness of the Incremental Amendment No. 2, the applicable margin over Adjusted SOFR was equal to 3.50% per annum. The Term Facilities are subject to an original issue discount of 1.5% of their principal amount. The Delayed Draw Term Facility also contemplates the payment of commitment fees at a variable percentage based on the Company's Total Net Leverage Ratio. As of the date of effectiveness of the Incremental Amendment No. 2, the applicable commitment fee percentage was equal to 0.50% per annum. The Term Facilities are subject to quarterly amortization, based on the following amortization schedule: (i) year one: 2.5%; (ii) year two: 5.0%; (ii) year three: 5.00%; (iv) year four: 7.5%; and (v) year five: 10.0%, with the remainder to be paid at maturity.

The 2021 First Lien Credit Agreement, as amended, contains customary representations, warranties and covenants, including the requirement to maintain a Senior Secured First Lien Net Leverage Ratio, calculated as the ratio of Consolidated Senior Secured Indebtedness to Consolidated EBITDA, as defined in the credit agreement, for the period of four consecutive fiscal quarters ended on the calculation date, of less than 3.50 to 1.00 and an interest coverage ratio of not less than 3.00 to 1.00.

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

The following discussion and analysis should be read in conjunction with our condensed consolidated financial statements and related notes, which appear elsewhere in this document, and with our 2021 Form 10-K. Our discussion and analysis may contain forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, including those set forth under "Risk Factors" in Part I, Item 1A. of our 2021 Form 10-K, as updated and supplemented by our Quarterly Reports on Form 10-Q, including in Part II, Item 1A. and elsewhere in this Quarterly Report on Form 10-Q.

The capitalized terms used below have been defined in the notes to our condensed consolidated financial statements. In the following text, the terms "LivaNova," "the Company," "we," "us" and "our" refer to LivaNova PLC and its consolidated subsidiaries.

Global Developments

COVID-19

COVID-19 and its effects on the economy, employment, patient behaviors and supply chain, among others, has caused and may continue to cause variable demand for our products. Throughout the pandemic, healthcare customers have diverted medical resources and priorities towards the treatment of COVID-19, and public health bodies have delayed elective procedures, which has negatively impacted the usage of our products. Further, some people have avoided seeking treatment for non-COVID-19 procedures, and hospitals and clinics have experienced staffing shortages, which has negatively impacted the demand for our products. While the recovery of global cardiopulmonary procedures has resulted in stronger demand for our Cardiopulmonary products, our Neuromodulation business continues to experience ongoing COVID-19 related headwinds as described above. Our ACS business has been similarly negatively impacted by a reduction in patients treated with ECMO related to fewer severe COVID-19 cases and hospital staffing challenges. We are monitoring the potential for various strains of the virus to cause a resumption of high levels of infection and hospitalization that, in turn, may affect the demand for our products.

Moreover, although our RECOVER study and ANTHEM-HFrEF and OSPREY clinical trials continue to progress, there may be delays or closures of sites in the future should COVID-19 or variants thereof strengthen or reemerge.

Our net sales and profitability have been negatively affected by the unfavorable foreign currency exchange impact of the strengthened U.S. dollar against a number of currencies. Furthermore, we continue to experience supply chain delays and interruptions, labor shortages, inflationary pressures and logistical issues in the wake of COVID-19. Though, to date, our supply of raw materials and the production and distribution of finished products have not been materially affected, demand and low capacity worldwide have caused longer lead times and put price pressure on key raw materials. Moreover, freight and labor costs at our manufacturing facilities have increased substantially due to COVID-related disruptions and in the wake of inflation globally. The Company continues to respond to such challenges, and while we have business continuity plans in place, the impact of the ongoing challenges we are experiencing, along with their potential escalation, may adversely affect our business and the recoverability of our tangible and intangible assets. The future impact of pandemic-related developments remains uncertain.

Importantly, we continue to take actions in managing the health and safety of our employees throughout the pandemic. Though there has been no Company-wide mandate to return to the office, employees are encouraged to return for purposeful collaboration. We continue to maintain enhanced safety protocols and encourage our employees to seek vaccination. We have incurred additional expenses in connection with our response to the COVID-19 pandemic, including manufacturing inefficiencies and costs related to enabling our employees to support our customers while working remotely.

Ukraine Invasion

In February 2022, Russia launched an invasion in Ukraine which caused us to assess our ability to sell in the market due to international sanctions, to consider the potential impact of raw material sourced from the region, and to determine whether we are able to transact in a compliant fashion. Although the region represented 1% of our total net sales for 2021, the Russian invasion of Ukraine has increased economic uncertainties, and a significant escalation or continuation of the conflict could have a material, global impact on our operating results. In addition, our Russian employees and local subsidiary are subject to evolving laws and regulations imposed by the Russian authorities in response to international sanctions.

Business Overview

We are a public limited company organized under the laws of England and Wales and headquartered in London, England. We are a global medical device company focused on the development and delivery of important products and therapies for the benefit of patients, healthcare professionals and healthcare systems throughout the world. We design, develop, manufacture and sell innovative products and therapies that are consistent with our mission to provide hope to patients through innovative technologies, delivering life-changing improvements for both the Head and Heart.

LivaNova is comprised of three reportable segments: Cardiopulmonary, Neuromodulation and ACS, corresponding to our primary business units. Other includes corporate shared service expenses for finance, legal, human resources, information technology and corporate business development. For 2021, other also includes the results of our Heart Valves business, which was disposed of on June 1, 2021.

For further information regarding our business segments, historical financial information and our methodology for the presentation of financial results, please refer to the condensed consolidated financial statements and accompanying notes of this Quarterly Report on Form 10-Q.

Cardiopulmonary

Our Cardiopulmonary segment is engaged in the development, production and sale of cardiopulmonary products, including oxygenators, heart-lung machines, autotransfusion systems, perfusion tubing systems, cannulae and other related accessories.

Information on Cardiopulmonary that could potentially impact our condensed consolidated financial statements and related disclosures is incorporated by reference to Part I. Note 8. Commitments and Contingencies: FDA Warning Letter, and Part I. Note 8. Commitments and Contingencies: Product Liability.

Neuromodulation

Our Neuromodulation segment is engaged in the design, development and marketing of devices that deliver neuromodulation therapy for treating DRE, and DTD. Neuromodulation products include the VNS Therapy System, which consists of an implantable pulse generator, a lead that connects the generator to the vagus nerve, and other accessories. It also includes the development and management of clinical testing of our aura6000 System for treating OSA. This device stimulates the hypoglossal nerve, which in turn, engages certain muscles in the tongue in order to open the airway while a patient is sleeping. Our Neuromodulation segment also includes the VITARIA System for treating heart failure by stimulating the right vagus nerve.

In March 2022, LivaNova announced the 250th unipolar depression patient was implanted in the DTD RECOVER study. This key milestone preceded conducting the first interim analysis. The study was designed with frequent interim analyses to be conducted by an independent Statistical Analysis Committee. The interim analyses will assess if predictive probability of success has been reached for the unipolar cohort of the study. If any analysis reveals that the predictive probability of success has been reached, the results will be shared with the U.S. Centers for Medicare & Medicaid Services (“CMS”) with the intent that randomized controlled trial enrollment for that patient population will cease and future patients will be enrolled into the prospective, open-label longitudinal study. The study is currently under way as part of a Coverage with Evidence Development framework per the CMS National Coverage Determination process. The trial, if successful, will be used to support a peer-reviewed article and reconsideration of reimbursement for VNS Therapy by CMS for the treatment of depression that is difficult to treat.

Advanced Circulatory Support

Our ACS segment is engaged in the development, production and sale of leading-edge temporary life support products. Our ACS products, which comprise the LifeSPARC platform, simplify temporary extracorporeal cardiopulmonary life support solutions for critically ill patients. The LifeSPARC platform includes a common compact console and pump that provides temporary support for emergent rescue patients in a variety of settings. Designed for ease of use, the system offers power and versatility for multi-disciplinary programs to support more patients in more places. The platform is accompanied by four specialized and ready-to-deploy kits, each designed to support diverse cannulation strategies. Our ACS segment also includes the Hemolung RAS. The Hemolung RAS is the only FDA-cleared platform designed specifically for low-flow extracorporeal carbon dioxide removal for acute respiratory failure. The Hemolung RAS was acquired in May 2022 as part of the acquisition of ALung. In August 2022, CMS approved a New Technology Add-on Payment (“NTAP”) for our Hemolung RAS for in-patient care. The NTAP designation is awarded to novel medical technologies and services supported by clinical evidence that are expected to substantially improve the diagnosis or treatment of Medicare beneficiaries and will go into effect October 1, 2022.

On May 2, 2022, we acquired the remaining 97% of equity interests in ALung, a privately held medical device company focused on creating advanced medical devices for treating respiratory failure, for a purchase price of up to $110.0 million, consisting of $10.0 million paid at closing, subject to customary adjustments, and contingent considerations of up to $100.0 million payable upon achievement of certain sales-based milestones beginning in 2023 and ending in 2027. Due to synergies anticipated between ALung and our existing ACS business, the assets acquired, including goodwill, are recognized in our ACS segment. The fair value of the contingent consideration liability as of May 2, 2022, the acquisition date, and June 30, 2022 was $26.4 million and $21.6 million, respectively.

Critical Accounting Estimates

For a discussion of our critical accounting estimates, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" that is included in the 2021 Form 10-K.

The accompanying unaudited condensed consolidated financial statements of LivaNova and its consolidated subsidiaries have been prepared in accordance with U.S. GAAP on an interim basis.

Results of Operations

The following table summarizes our condensed consolidated results of operations (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2022	2021 [1]	2022	2021 [1]
Net sales	$ 254,151	$ 264,483	$ 494,326	$ 512,086
Cost of sales	69,801	92,204	141,533	176,399
Gross profit	184,350	172,279	352,793	335,687
Operating expenses:				
Selling, general and administrative	116,482	122,748	235,007	238,429
Research and development	34,229	52,557	75,147	97,182
Other operating expenses	1,883	33,236	1,378	42,036
Operating income (loss)	31,756	(36,262)	41,261	(41,960)
Interest expense	(14,388)	(16,515)	(22,228)	(32,451)
Foreign exchange and other income/(expense)	1,633	239	5,537	(6,204)
Income (loss) before tax	19,001	(52,538)	24,570	(80,615)
Income tax expense	2,515	3,908	5,052	6,552
Losses from equity method investments	(42)	(41)	(81)	(81)
Net income (loss)	$ 16,444	$ (56,487)	$ 19,437	$ (87,248)

(1) The condensed consolidated results for the three and six months ended June 30, 2021 have been revised. For further details refer to “Note 1. Unaudited Condensed Consolidated Financial Statements.”

Net Sales

The table below presents net sales by operating segment and geographic region (in thousands, except for percentages):

	Three Months Ended June 30,			Six Months Ended June 30,		
	2022	2021	% Change	2022	2021	% Change
Cardiopulmonary						
United States	$ 37,865	$ 37,388	1.3 %	$ 75,961	$ 73,147	3.8 %
Europe	33,159	35,133	(5.6)%	65,226	65,759	(0.8)%
Rest of World	54,796	45,355	20.8 %	101,708	87,689	16.0 %
	125,820	117,876	6.7 %	242,895	226,595	7.2 %
Neuromodulation						
United States	91,431	91,779	(0.4)%	178,641	174,079	2.6 %
Europe	13,710	14,604	(6.1)%	26,166	26,283	(0.4)%
Rest of World	12,654	11,253	12.5 %	23,215	20,973	10.7 %
	117,795	117,636	0.1 %	228,022	221,335	3.0 %
Advanced Circulatory Support						
United States	8,790	12,964	(32.2)%	19,753	25,524	(22.6)%
Europe	503	178	182.6 %	1,106	406	172.4 %
Rest of World	59	133	(55.6)%	176	337	(47.8)%
	9,352	13,275	(29.6)%	21,035	26,267	(19.9)%
Other [1]						
United States	—	2,212	(100.0)%	—	4,929	(100.0)%
Europe	—	6,123	(100.0)%	—	14,407	(100.0)%
Rest of World	1,184	7,361	(83.9)%	2,374	18,553	(87.2)%
	1,184	15,696	(92.5)%	2,374	37,889	(93.7)%
Totals						
United States	138,086	144,343	(4.3)%	274,355	277,679	(1.2)%
Europe [2]	47,372	56,038	(15.5)%	92,498	106,855	(13.4)%
Rest of World	68,693	64,102	7.2 %	127,473	127,552	(0.1)%
Total	$ 254,151	$ 264,483	(3.9)%	$ 494,326	$ 512,086	(3.5)%

(1) For 2021, other primarily includes the net sales of the Company's Heart Valves business, which was disposed of on June 1, 2021.

(2) Europe sales include those countries in which we have a direct sales presence, whereas European countries in which we sell through distributors are included in "Rest of World."

The table below presents segment income (in thousands, except for percentages):

	Three Months Ended June 30,			Six Months Ended June 30,		
	2022	2021 [1]	% Change	2022	2021 [1]	% Change
Cardiopulmonary	$ 3,644	$ (25,099)	(114.5)%	$ 10,539	$ (23,657)	(144.5)%
Neuromodulation	51,360	38,156	34.6 %	88,838	72,239	23.0 %
Advanced Circulatory Support	3,485	(1,311)	(365.8)%	(1,953)	1,082	(280.5)%
Other [2]	(19,450)	(37,634)	(48.3)%	(42,532)	(67,829)	(37.3)%
Total reportable segment income (loss) [3]	$ 39,039	$ (25,888)	(250.8)%	$ 54,892	$ (18,165)	(402.2)%

(1) Segment income for the three and six months ended June 30, 2021 has been revised. For further details refer to "Note 1. Unaudited Condensed Consolidated Financial Statements."

(2) Other includes corporate shared service expenses for finance, legal, human resources, information technology and corporate business development. For 2021, other also includes the results of the Company's Heart Valves business, which was disposed of on June 1, 2021.

(3) For a reconciliation of segment income (loss) to income (loss) before tax refer to "Note 13. Geographic and Segment Information" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Cardiopulmonary

Cardiopulmonary net sales for the three and six months ended June 30, 2022 increased 6.7% to $125.8 million and 7.2% to $242.9 million, respectively, compared to the three and six months ended June 30, 2021, respectively. These increases were primarily driven by oxygenator sales due to an increase in cardiac surgery procedures and strength in heart-lung machine sales in the Rest of World and U.S. regions. These favorable impacts were partially offset for the three and six-month comparative periods by unfavorable foreign currency fluctuations of approximately $8.9 million and $14.1 million, respectively.

Cardiopulmonary segment income for the three and six months ended June 30, 2022 was $3.6 million and $10.5 million, respectively, as compared to losses of $(25.1) million and $(23.7) million for the three and six months ended June 30, 2021, respectively. These increases in segment income were primarily due to increases in net sales, as discussed above, as well as a decrease in the litigation provision related to our 3T Heater-Cooler device for the three and six-month comparative periods of $28.3 million and $31.7 million, respectively, and related legal costs.

Neuromodulation

Neuromodulation net sales for the three and six months ended June 30, 2022 increased 0.1% to $117.8 million and 3.0% to $228.0 million, respectively, compared to the three and six months ended June 30, 2021, respectively. These increases were primarily driven by the Europe and Rest of World regions and by favorable pricing in the U.S., partially offset by lower implant volumes. Additionally, these increases in net sales were adversely impacted by unfavorable foreign currency fluctuations of approximately $2.6 million and $3.9 million versus the three and six-month comparative periods, respectively.

Neuromodulation segment income for the three and six months ended June 30, 2022 was $51.4 million and $88.8 million, respectively, as compared to $38.2 million and $72.2 million for the three and six months ended June 30, 2021, respectively. These increases in segment income were primarily due to the net impact of the change in fair value of the sales-based and milestone-based contingent consideration arrangement associated with the acquisition of ImThera of $20.7 million and $24.2 million, for the three and six-month comparative periods, respectively, as well as an increase in net sales of $6.7 million for the six-month comparative period, as discussed above. These increases were partially offset by increases in R&D expenses for the three and six months ended June 30, 2022 compared to the three and six months ended June 30, 2021 totaling $3.5 million and $6.7 million, respectively, associated with the Company's RECOVER study and ANTHEM-HFrEF and OSPREY clinical trials.

Advanced Circulatory Support

ACS net sales for the three and six months ended June 30, 2022 decreased 29.6% to $9.4 million and 19.9% to $21.0 million, respectively, compared to the three and six months ended June 30, 2021, respectively, primarily due to a reduction in patients treated with extracorporeal membrane oxygenation (ECMO) related to fewer severe COVID-19 cases and hospital staffing challenges, partially offset by growth in non-COVID-19 cases.

ACS segment income for the three months ended June 30, 2022 was $3.5 million and segment loss was $2.0 million for the six months ended June 30, 2022, as compared to segment loss of $1.3 million for the three months ended June 30, 2021 and segment income of $1.1 million for the six months ended June 30, 2021. Segment income/(loss) was positively impacted for the

three and six month comparative periods by the change in fair value of the TandemLife contingent consideration arrangement of $8.4 million and $8.8 million, respectively, primarily due to the change in the probability of the regulatory milestone-based payment associated with the TandemLife acquisition. This was partially offset for the three-month comparative periods and more than offset for the six-month comparative periods due to the decline in net sales, as discussed above, and an increase in general and administrative expenses largely associated with the acquisition of ALung. For additional information, please refer to "Note 2. Business Combinations" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q. Additionally, we incurred an increase in sales and marketing expenses during the three and six months ended June 30, 2022 compared to the three and six months ended June 30, 2021. Sales and marketing expenses in 2021 were reduced as a result of lower commercial related and discretionary spending due to COVID-19.

Cost of Sales and Expenses

The table below presents our comparative cost of sales and significant expenses as a percentage of sales:

	Three Months Ended June 30,			Six Months Ended June 30,		
	2022	2021	Change	2022	2021	Change
Cost of sales	27.5 %	34.9 %	(7.4)%	28.6 %	34.4 %	(5.8)%
Selling, general and administrative	45.8 %	46.4 %	(0.6)%	47.5 %	46.6 %	0.9 %
Research and development	13.5 %	19.9 %	(6.4)%	15.2 %	19.0 %	(3.8)%
Other operating expenses	0.7 %	12.6 %	(11.9)%	0.3 %	8.2 %	(7.9)%

Cost of Sales

Cost of sales consists primarily of direct labor, allocated manufacturing overhead, the acquisition cost of raw materials and components.

Cost of sales as a percentage of net sales was 27.5% and 28.6% for the three and six months ended June 30, 2022, respectively, a decrease of 7.4% and 5.8% compared to the three and six months ended June 30, 2021, respectively. These decreases were primarily due to favorable product mix for the six-month comparative period, partially resulting from the sale of the Company's Heart Valves business during the second quarter of 2021, as well as the net impact of the change in fair value of a sales-based contingent consideration arrangements of $17.4 million and $19.2 million for the three and six months ended June 30, 2022 compared to the three and six months ended June 30, 2021, respectively. These decreases were partially offset by increased costs driven by supply chain delays and interruptions, labor shortages, inflationary pressures and logistical issues in the wake of COVID-19.

Selling, General and Administrative ("SG&A") Expenses

SG&A expenses are comprised of sales, marketing, and general and administrative activities.

SG&A expenses as a percentage of net sales was 47.5% for the six months ended June 30, 2022, an increase of 0.9% compared to the six months ended June 30, 2021. The increase was primarily due to business development expenses related to the acquisition of ALung. For additional information, please refer to "Note 2. Business Combinations" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Research and Development ("R&D") Expenses

R&D expenses consist of product design and development efforts, clinical study programs and regulatory activities, which are essential to our strategic portfolio initiatives, including DTD, OSA and heart failure.

R&D expenses as a percentage of net sales were 13.5% and 15.2% for the three and six months ended June 30, 2022, respectively, reflecting decreases of 6.4% and 3.8% compared to the three and six months ended June 30, 2021, respectively. These decreases were primarily due to a decline in R&D expenses resulting from changes in the fair value of milestone-based contingent consideration arrangements of $16.5 million and $18.9 million for the three and six months ended June 30, 2022, respectively, compared to the respective prior year periods. Additionally, R&D expenses for the three and six months ended June 30, 2022 decreased by $2.4 million and $5.9 million, respectively, compared to the respective prior year periods as a result of the sale of the Company's Heart Valve business on June 1, 2021. The decreases in R&D expenses due to the changes in fair value of contingent consideration arrangements and the sale of the Company's Heart Valve business were partially offset by increases associated with the Company's RECOVER study and ANTHEM-HFrEF and OSPREY clinical trials totaling $3.5 million and $6.7 million for the three and six months ended June 30, 2022, respectively, compared to the respective prior year periods.

Other Operating Expenses

Other operating expenses primarily consists of the provision for litigation involving our 3T Heater-Cooler device, restructuring expense, and merger and integration expense.

Other operating expenses as a percentage of net sales was 0.7% and 0.3% for the three and six months ended June 30, 2022, respectively, reflecting decreases of 11.9% and 7.9% compared to the three and six months ended June 30, 2021, respectively. These favorable variances were primarily impacted by adjustments in the litigation provision related to our 3T Heater-Cooler device of $29.4 million and $32.4 million, for the three and six month periods ended June 30, 2021, respectively. For additional information, please refer to "Note 8. Commitments and Contingencies" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q. Additionally, other operating expenses as a percentage of net sales decreased due to a decline in restructuring expenses of $3.0 million and $9.2 million for the three and six months ended June 30, 2022, respectively, compared to the respective prior year periods.

Interest Expense

Interest expense for the three and six months ended June 30, 2022 declined to $14.4 million and $22.2 million, respectively, compared to $16.5 million and $32.5 million for the three and six months ended June 30, 2021, respectively, primarily due to the repayment of the Company's 2020 senior secured term loan during the third quarter of 2021, partially offset by interest expense associated with the February 2022 Bridge Loan Facility. For further details, refer to "Note 6. Financing Arrangements" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Foreign Exchange and Other Income/(Expense)

Foreign exchange and other income/(expense) consist primarily of gains and losses arising from transactions denominated in a currency different from an entity's functional currency, foreign currency exchange rate derivative gains and losses and changes in the fair value of embedded and capped call derivatives.

Foreign exchange and other income/(expense) resulted in income of $1.6 million and $5.5 million for the three and six months ended June 30, 2022, respectively, compared to income/(expense) of $0.2 million and $(6.2) million for the three and six months ended June 30, 2021, respectively. For further details, refer to "Note 14. Supplemental Financial Information" in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Income Taxes

LivaNova PLC is resident in the UK for tax purposes. Our subsidiaries conduct operations and earn income in numerous countries and are subject to the laws of taxing jurisdictions within those countries, and the income tax rates imposed in the tax jurisdictions in which our subsidiaries conduct operations vary. Our effective income tax rate fluctuates based on, among other factors, changes in pretax income in countries with varying statutory tax rates, valuation allowances, tax credits and incentives, and unrecognized tax benefits associated with uncertain tax positions.

Our effective income tax rate for the three and six months ended June 30, 2022 was 13.2% and 20.6%, respectively, compared with (7.4)% and (8.1)% for the three and six months ended June 30, 2021, respectively. Compared with the three months ended June 30, 2021, the change in the effective tax rate for the three months ended June 30, 2022 was primarily attributable to discrete items and changes in income before tax in countries with varying statutory tax rates as compared to the discrete tax impact of the sale of the Heart Valve business during the three months ended June 30, 2021. Compared with the six months ended June 30, 2021, the change in the effective tax rate for the six months ended June 30, 2022 was primarily attributable to discrete items and changes in income before tax in countries with varying statutory tax rates as compared to changes in valuation allowances and other discrete items and the discrete tax impact of the sale of the Heart Valve business during the six months ended June 30, 2021.

Liquidity and Capital Resources

Based on our current business plan, we believe that our sources of liquidity, which primarily consist of cash and cash equivalents, future cash generated from operations and available borrowings under our current debt facilities, will be sufficient to fund our uses of liquidity, primarily consisting of purchase obligations for expected operating, working capital, capital expenditures, acquisitions, and debt service requirements over the twelve-month period beginning from the issuance date of these condensed consolidated financial statements. From time to time, we may decide to access debt and/or equity markets to optimize our capital structure, raise additional capital or increase liquidity as necessary. Our liquidity could be adversely impacted by the factors affecting future operating results, including those referred to in "Part I, Item 1A. Risk Factors" in the 2021 Form 10-K as supplemented by the factors referred to in "Part II, Item 1A. Risk Factors" in this Quarterly Reports on

Form 10-Q as well as “Note 8. Commitments and Contingencies” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Our operating and working capital obligations primarily consist of liabilities arising from the normal course of business including inventory supply contracts, the future settlement of derivative instruments, and future payments of operating leases, as well as contingent consideration arrangements resulting from acquisitions, and obligations associated with legal and other accruals. The following table presents selected financial information related to our liquidity as of June 30, 2022 and December 31, 2021 (in thousands):

	June 30, 2022	December 31, 2021
Sources of liquidity		
Cash and cash equivalents	$ 109,022	$ 207,992
Accounts receivable, net	176,949	185,354
Inventories	119,415	105,840
Short-term derivative assets [1]	2,520	106,629
Long-term derivative assets [1]	61,608	—
Availability under revolving credit facility [2]	125,000	125,000
Short term uses of liquidity		
Short-term derivative liabilities [1]	$ 3,232	$ 183,109
Short-term debt [2]	6,240	229,673
Short-term operating leases	10,245	11,261
Short-term contingent consideration [3]	5,552	11,552
Short-term 3T litigation provision [4]	30,960	32,845
Long-term uses of liquidity		
Long-term debt [2]	$ 459,792	$ 9,849
Long-term derivative liabilities [1]	134,090	—
Long-term operating leases	31,857	35,919
Long-term contingent consideration [3]	91,840	86,830
Long-term Saluggia site liability [4]	35,605	38,788
Long-term 3T litigation provision [4]	5,929	6,625

(1) For additional information, please refer to “Note 7. Derivatives and Risk Management” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

(2) For additional information, please refer to “Note 6. Financing Arrangements” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

(3) For additional information, please refer to “Note 5. Fair Value Measurements” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

(4) For additional information, please refer to “Note 8. Commitments and Contingencies” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Significant Liquidity Matters

On February 21, 2022, the Court of Appeal notified the Company that it granted the Company a suspension with respect to the payment of damages in the amount of €453.6 million (approximately $472.4 million at June 30, 2022) in the SNIA litigation until a decision has been reached on our appeal to the Italian Supreme Court. This suspension was subject to providing the SNIA Litigation Guarantee of €270.0 million (approximately $281.2 million at June 30, 2022) within 30 calendar days.

On February 24, 2022, LivaNova PLC and its wholly-owned subsidiary, LivaNova USA, Inc., entered into the Bridge Loan Facility. On March 16, 2022, LivaNova delivered a borrowing notice for $220.0 million in connection with the Bridge Loan Facility, which was funded on March 17, 2022. LivaNova used the proceeds of the Bridge Loan Facility to post a portion of the cash collateral supporting the SNIA Litigation Guarantee.

On March 18, 2022, LivaNova PLC, acting through its Italian branch, entered into an Indemnity Letter and an Account Pledge Agreement with Barclays, further to which Barclays issued the €270.0 million SNIA Litigation Guarantee. As security for the SNIA Litigation Guarantee, LivaNova is required to grant cash collateral to Barclays in US dollars in an amount equal to the USD equivalent of 105% of the amount of the SNIA Litigation Guarantee calibrated on a biweekly basis. At June 30, 2022, the cash collateral totaled $297.7 million and was classified as Restricted Cash on the condensed consolidated balance sheet.

On March 21, 2022, LivaNova delivered the SNIA Litigation Guarantee as required by the Court of Appeal, thereby satisfying the condition to obtain the suspension for the payment of damages in connection with the SNIA litigation until review of such judgment by the Italian Supreme Court.

On July 6, 2022, LivaNova and its wholly-owned subsidiary, LivaNova USA, entered into the Incremental Amendment No. 2 to its 2021 First Lien Credit Agreement. The Incremental Amendment No. 2 provides for LivaNova USA to, among other things, obtain commitments for term loan facilities from a syndicate of lenders in an aggregate principal amount of $350 million consisting of (i) the Initial Term Facility and (ii) the Delayed Draw Term Facility and, together, the Term Facilities.

Proceeds of the Initial Term Facility were used to repay in full the Bridge Loan Facility on July 6, 2022, with the remainder to be used for general corporate purposes of the Company. The Term Facilities have a maturity of the earlier of (i) five years or (ii) 91 days prior to December 15, 2025, the maturity date of the Notes, unless by that date LivaNova USA will have either redeemed or refinanced the Notes, or set aside an amount of cash equal to the then-outstanding principal amount of the Notes.

Refer to “Note 6. Financing Arrangements” and “Note 15. Subsequent Event” in the condensed consolidated financial statements in this Quarterly Report on Form 10-Q for additional information regarding our debt and debt transactions.

Cash Flows

Net cash and cash equivalents provided by (used in) operating, investing and financing activities and the net increase in the balance of cash, cash equivalents and restricted cash were as follows (in thousands):

	Six Months Ended June 30,	
	2022	2021
Operating activities	$ 15,580	$ 45,111
Investing activities	(21,630)	46,715
Financing activities	208,557	(14,087)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(3,730)	(1,185)
Net increase in cash, cash equivalents and restricted cash	$ 198,777	$ 76,554

Operating Activities

Cash provided by operating activities during the six months ended June 30, 2022 decreased by $29.5 million as compared to the same prior-year period. The decrease was primarily due to the net change in working capital largely associated with an increase in inventory to mitigate supply chain risk, a decrease of $17.8 million in tax refunds associated with the Coronavirus Aid, Relief and Economic Security Act and increased payments under the Company’s short-term incentive plan. These decreases were partially offset by an increase in net income adjusted for non-cash items of $28.3 million, primarily driven by an increase in Neuromodulation and Cardiopulmonary net sales.

Investing Activities

Cash provided by investing activities during the six months ended June 30, 2022 decreased $68.3 million as compared to the same prior year period largely due to proceeds received during the six months ended June 30, 2021, including $41.8 million from the sale of the Company’s Heart Valves business as well as proceeds from the sale of LivaNova’s investment in and loan to Respicardia totaling $23.1 million.

Financing Activities

Cash provided by financing activities during the six months ended June 30, 2022 increased $222.6 million as compared to the same prior year period primarily due to net proceeds from borrowings under the Bridge Loan Facility of $218.3 million.

Item 3. *Quantitative and Qualitative Disclosures About Market Risk*

We are exposed to certain market risks as part of our ongoing business operations, including risks from foreign currency exchange rates, equity price risk, interest rate risks and concentration of procurement suppliers that could adversely affect our consolidated financial position, results of operations or cash flows. We manage these risks through regular operating and

financing activities and, at certain times, derivative financial instruments. Quantitative and qualitative disclosures about these risks are included in this Quarterly Report on Form 10-Q in "Part I, Note 7. Derivatives and Risk Management," "Part I, Item 2. Management's Discussion and Analysis of Financial Conditions and Results of Operations" and "Part II, Item 1A. Risk Factors" and in our 2021 Form 10-K in "Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Part I, Item 1A. Risk Factors."

Item 4. *Controls and Procedures*

Disclosure Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

We maintain a system of disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act, that are designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. This information is also accumulated and communicated to management, including our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), as appropriate, to allow timely decisions regarding required disclosure. Our management, under the supervision and with the participation of our CEO and CFO, evaluated the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the most recent fiscal quarter reported herein. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures were effective as of June 30, 2022.

(b) Changes in Internal Control Over Financial Reporting

No change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-5(f) under the Exchange Act) occurred during the quarter ended June 30, 2022 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. *Legal Proceedings*

For a description of our material pending legal and regulatory proceedings and settlements, refer to "Note 8. Commitments and Contingencies" in our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q.

Item 1A. *Risk Factors*

Other than as described below, there have been no material changes in our risk factors from those disclosed in Part I, Item 1A to our 2021 Annual Report on Form 10-K.

Reductions, interruptions or increased costs in the supply of the materials and components used in manufacturing our products may adversely affect our financial condition and business operations, particularly in the wake of COVID-19.

We maintain manufacturing operations in five countries located throughout the world and purchase many of the components and raw materials used in manufacturing these products from numerous suppliers in various countries. Any problem affecting a supplier (whether due to external or internal causes) could have a negative impact on us. Difficulties and delays in manufacturing, internally or through third-party providers or otherwise within the supply chain, may lead to voluntary or involuntary business interruptions or shutdowns, product shortages, withdrawals or suspensions of products from the market, and potential regulatory action.

In some cases, we purchase specific components and raw materials from primary or main suppliers (or in some cases, a single or sole supplier) for reasons related to quality assurance, cost-effectiveness and availability. While we work closely with our suppliers to ensure supply continuity, minimize the instances in which we rely on a sole supplier and take other countermeasures to reduce our supply chain risk, we cannot guarantee that our efforts will always be successful. Moreover, due to strict standards and regulations governing the manufacture and marketing of our products, we may not be able to locate new supply sources quickly or at all in response to a supply reduction or interruption, with negative effects on our ability to manufacture our products effectively and timely.

The COVID-19 pandemic has exacerbated this risk by, among other things, causing global supply chain shortages and an increase in freight and labor costs. Like many companies, for example, we are experiencing supply chain delays and interruptions, labor shortages, inflationary pressures and logistical issues in the wake of COVID-19. Though, to date, our supply of raw materials and the production and distribution of finished products have not been materially affected, demand and low capacity worldwide have caused longer lead times and put price pressure on key raw materials. Moreover, freight and labor costs at our manufacturing facilities have increased substantially due to COVID-related disruptions and in the wake of inflation globally. We are managing our supply chain by giving long visibility to our suppliers, conducting regular supply critical risk reviews and closely monitoring our inventory, among other things, but any problem could quickly, negatively reverberate throughout the organization. To the extent we are unsuccessful in managing our supply chain, any such issues could have a material adverse effect on our business, results of operations, financial condition, cash flows and recoverability of our tangible and intangible assets.

Failure to comply with product-related government regulations may materially adversely affect our financial condition and business operations.

Both before and after a product is commercially released, we have ongoing responsibilities under FDA and other applicable non-U.S. government agency regulations. For instance, many of our facilities and procedures and those of our suppliers are subject to periodic inspections by the FDA, which can result in inspectional observations on FDA's Form-483, warning letters, or other forms of enforcement. If the FDA were to conclude that we are not in compliance with applicable laws or regulations, or that any of our medical products are ineffective or pose an unreasonable health risk, the FDA could ban such medical products, detain or seize adulterated or misbranded medical products, order a recall, repair, replacement, or refund of such products, refuse to grant pending PMA applications or require certificates of non-U.S. governments for exports, and/or require us to notify health professionals and others that the devices present unreasonable risks of substantial harm to the public health. In 2015, we received a warning letter from the FDA alleging certain violations of FDA regulations, which resulted in certain devices that were manufactured in Munich, Germany, to be denied admission to the U.S. until resolution of the issues set forth by the FDA in the warning letter. In April 2022, a Form 483 was issued at the conclusion of the FDA's inspection of our Germany facility. See "Note 7. Commitments and Contingencies" in this Form 10-Q for additional information.

If the FDA does not agree with the proposed corrective or preventive actions in the response to the Form 483, or accepts them but finds that we have not implemented them adequately, or if we otherwise fail to comply with applicable regulatory requirements, the FDA could decide not to close out the 2015 Warning Letter based on the most recent inspection, even if they

agree with our most recent Form 483 response. In addition, the FDA could require that a successful re-inspection be completed in the future in order to close out that Warning Letter and/or the most recent inspection. As we continue to work with the FDA, we remain subject to the terms of the 2015 Warning Letter, which subjected our legacy 3T devices to refusal of admission into the U.S. and which stated that premarket approval applications for Class III devices to which certain Quality System regulation deviations identified in the Warning Letter were reasonably related would not be approved until the violations had been corrected; however, with clearance for K191402, 3T devices manufactured in accordance with K191402 are not subjected to the import alert and the premarket approval restriction applied only to the Munich and Arvada facilities, which do not manufacture or design devices subject to Class III premarket approval.

While we work diligently to manage our ongoing responsibilities, the FDA and other non-U.S. government agencies could assess civil or criminal penalties against us, our officers or employees and impose operating restrictions on a company-wide basis. The FDA could also recommend prosecution to the U.S. Department of Justice. An adverse regulatory action could restrict us from effectively marketing and selling our products, limit our ability to obtain future pre-market clearances or PMAs, and result in a substantial modification to our business practices and operations. These potential consequences, as well as any adverse outcome from government investigations, could have a material adverse effect on our business, results of operations, financial condition, and cash flows.

In addition, in the U.S., device manufacturers are prohibited from promoting their products other than for the uses and indications set forth in the approved product labeling (so called "off-label uses"). Our VNS Therapy System, for example, is indicated in the U.S., as an adjunctive therapy in reducing the frequency of seizures in patients 4 years of age and older with partial onset seizures that are refractory to antiepileptic medications, yet a number of physicians elect to prescribe our device for certain patients suffering from generalized seizures. While physicians may exercise their discretion in prescribing a device off-label, any failure on the part of the device manufacturer to comply with off-label regulations could subject us to significant civil or criminal exposure, administrative obligations and costs, and/or other potential penalties from, and/or agreements with, the federal government.

Governmental regulations outside the U.S. have, and may continue to become, increasingly stringent and common. In the EU, for example, Reg MDR (Medical Device Regulation) became effective in May 2021, resulting in significant additional premarket and post-market requirements which must be in place by May 2024. During this transition period, the European Commission is allowing companies to use their MDD (Medical Device Directive) certifications. LivaNova is working to obtain all appropriate approvals and intends to be fully compliant by the May 2024 deadline, as penalties for regulatory non-compliance can be severe, including fines and revocation or suspension of a company's business license, mandatory price reductions and criminal sanctions.

We are subject to the risks of conducting business internationally.

We develop, manufacture, distribute and sell our products globally, and we intend to continue to pursue growth opportunities worldwide. Our international operations are subject to risks that are inherent in conducting business globally and under non-U.S. laws, regulations and customs. These risks include possible nationalization, invasions, wars, negative consequences associated with Brexit, expropriation, importation limitations, pricing restrictions, government shutdowns and violations of laws, and the resulting issues from any such risks. In February 2022, for example, Russia launched an invasion in Ukraine which caused us to assess our ability to sell in the market due to international sanctions, to consider the potential impact of raw material sourced from the region, and to determine whether we are able to transact in a compliant fashion. Although the region represented 1% of our total net sales for 2021, the Russian invasion of Ukraine has increased economic uncertainties, and a significant escalation and/or continuation of the conflict could have a material, global impact on our operating results. In addition, our Russian employees and local subsidiary are subject to evolving laws and regulations imposed by the Russian authorities in response to international sanctions. Our profitability and operations are, and will continue to be, subject to a number of risks and potential costs, including: local product preferences and product requirements; longer-term receivables than are typical in the EU or the U.S.; difficulty enforcing agreements; creditworthiness of customers; trade protection measures and import and export licensing requirements; imposition of sanctions; different labor regulations and workforce instability; higher danger of terrorist activity, war or civil unrest; selling our products through distributors and agents; and political and economic instability. Any of the aforementioned risks could adversely affect our business, results of operations, financial conditions and cash flows.

From time to time, certain of our subsidiaries have limited business dealings in countries subject to comprehensive sanctions, including Iran, Sudan, Syria and now Russia. These business dealings represent an insignificant amount of our consolidated revenues and income, but expose us to a heightened risk of violating applicable sanctions regulations. Violations of these regulations are punishable by civil penalties including fines, denial of export privileges, injunctions, asset seizures, debarment from government contracts and revocations or restriction of licenses, as well as criminal fines and imprisonment. We have

established policies and procedures designed to assist with our compliance with such laws and regulations, but there can be no assurance that our policies and procedures will prevent us from violating these regulations in every transaction in which we may engage, and such a violation could adversely affect our reputation, business, results of operations, financial conditions and cash flows.

Our functional currency is the U.S. dollar; however, a portion of the revenues earned and expenses incurred by certain of our subsidiaries are denominated in currencies other than the U.S. dollar. We determine the functional currency of our subsidiaries that exist and operate in different economic and currency environments based on the primary economic environment in which the subsidiary operates, that is, the currency of the environment in which an entity primarily generates and expends cash. For transactions denominated in currencies other than our functional currencies, fluctuations in the exchange rate will impact our results of operations and financial condition. In the second quarter of 2022, our net sales and profitability were negatively affected by the unfavorable foreign currency exchange impact of the strengthened U.S. dollar against a number of currencies. Although we may elect to hedge certain foreign currency exposure, we cannot be certain that the hedging activity will eliminate our currency risk.

In addition, in many of the countries where we operate, employees are covered by various laws and/or collective bargaining agreements that endow them, through their local or national representatives, with the right to be consulted in relation to specific issues, including the downsizing or closing of departments and staff reductions. The laws and/or collective bargaining agreements that are applicable to these agreements could have an impact on our flexibility, as they apply to programs to redefine and/or strategically reposition our activities. Our ability to implement staff downsizing programs or even temporary interruptions of employment relationships is predicated on the approval of government entities and the consent of labor unions. A negative response from a works council or union-organized work stoppages by employees could have a negative impact on our business.

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

None.

Item 3. *Defaults Upon Senior Securities*

None.

Item 4. *Mine Safety Disclosures*

Not applicable.

Item 5. *Other Information*

Disclosure Pursuant to Section 13(r) of the Exchange Act of 1934

Section 13(r) of the Exchange Act requires issuers to disclose in their quarterly reports certain types of dealings with Iran, including transactions or dealings with government-owned entities, even when those activities are lawful and do not involve U.S. persons. One of our non-U.S. subsidiaries currently sells medical devices, including cardiopulmonary, cardiac surgery and neuromodulation products, to privately held distributors in Iran.

We have limited visibility into the identity of these distributors' customers in Iran. It is possible that their customers include entities, such as government-owned hospitals or sub-distributors, that are owned or controlled directly or indirectly by the Iranian government. To the best of our knowledge at this time, we do not have any contracts or commercial arrangements with the Iranian government.

Our net sales and net profits attributable to the above-mentioned Iranian activities were $1.3 million and $0.5 million for the three months ended June 30, 2022, respectively, and $3.0 million and $1.4 million for the six months ended June 30, 2022, respectively.

We believe our activities are consistent with applicable law, including U.S., EU, and other applicable sanctions laws, though such laws are complex and continue to evolve rapidly. We intend to continue our business in Iran.

Item 6. *Exhibits*

The exhibits marked with the asterisk symbol (*) are filed or furnished (in the case of Exhibit 32.1) with this Quarterly Report on Form 10-Q. Exhibits marked with the cross symbol (†), if any, are management contracts or compensatory plans or arrangements filed pursuant to Item 601(b)(10)(iii) of Regulation S-K.

Exhibit Number	Document Description
10.1*†	Amendment to the LivaNova Plc 2015 Incentive Award Plan, dated 13 June 2022
10.2*†	Retirement Agreement, dated 13 June 2022, between LivaNova Plc and Keyna Skeffington
10.3*†	Form of LivaNova Plc 2022 Incentive Award Plan Stock Appreciation Right Grant Notice and Agreement
10.4*†	Form of LivaNova Plc 2022 Incentive Award Plan Restricted Stock Unit Award Grant Notice and Agreement
10.5*†	Form of LivaNova Plc 2022 Incentive Award Plan Performance Stock Unit Award Grant Notice and Agreement
10.6	Incremental Facility Amendment No. 2 to Credit Agreement, dated as of July 6, 2022, by and among LivaNova Plc, LivaNova USA, Inc., the Second Incremental Term Lenders, Delayed Draw Incremental Leaders, Goldman Sachs Bank USA, the Revolving Lenders and Issuing Banks, and for purposes of Sections 8 and 10 only, the other Loan Parties as of the date hereof, incorporated by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K, filed on July 6, 2022
10.7*†	Amendment to Outstanding 2021 and 2022 Performance Stock Unit Awards under the LivaNova PLC 2015 Incentive Award Plan
10.8*†	Amendment to relevant 2020, 2021, and 2022 Restricted Stock Unit Awards under the LivaNova PLC 2015 Incentive Award Plan
31.1*	Certification of the Chief Executive Officer of LivaNova PLC pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Certification of the Chief Financial Officer of LivaNova PLC pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1*	Certification of the Chief Executive Officer and Chief Financial Officer of LivaNova PLC pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101*	Interactive Data Files Pursuant to Rule 405 of Regulation S-T formatted in Inline XBRL: (i) the Condensed Consolidated Statements of Income (Loss) for the three and six months ended June 30, 2022 and 2021, (ii) the Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2022 and 2021, (iii) the Condensed Consolidated Balance Sheet as of June 30, 2022 and December 31, 2021, (iv) the Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2022 and 2021, and (vi) the Notes to the Condensed Consolidated Financial Statements
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURE

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

LIVANOVA PLC

Date: August 3, 2022 By: /s/ DAMIEN MCDONALD

Damien McDonald
Chief Executive Officer
(Principal Executive Officer)

LIVANOVA PLC

Date: August 3, 2022 By: /s/ ALEX SHVARTSBURG

Alex Shvartsburg
Chief Financial Officer
(Principal Accounting and Financial Officer)

AMENDMENT TO THE LIVANOVA PLC 2015 INCENTIVE AWARD PLAN

WHEREAS, LivaNova PLC (the "Company") maintains the LivaNova PLC 2015 Incentive Award Plan (the "2015 Plan");

WHEREAS, pursuant to Section 13.1 of the 2015 Plan, the board of directors of the Company (the "Board") is authorized to amend the 2015 Plan;

WHEREAS, the Board has determined that the 2015 Plan should be amended to limit the number of Shares which may be issued or transferred pursuant to Awards (as defined in the 2015 Plan) granted on or after the Company's forthcoming Annual General Meeting (the "2022 AGM") to 50,000, and to limit the persons who qualify as Eligible Individuals under the 2015 Plan to Non-Employee Directors (each as defined in the 2015 Plan);

NOW, THEREFORE, pursuant to Section 13.1 of the 2015 Plan, subject to and conditional upon the LivaNova PLC 2022 Incentive Award Plan being approved by shareholders at the 2022 AGM, the 2015 Plan is hereby amended as follows:

1. Section 3.1(a) of the 2015 Plan is hereby amended to read in its entirety as follows:

> "(a) Subject to Sections 3.1(b) and 13.2, the maximum aggregate number of Shares which may be issued or transferred pursuant to Awards under the Plan is 8,800,000; provided that no more than an aggregate of 50,000 Shares may be issued or transferred pursuant to Awards granted on or after the Company's Annual General Meeting in 2022 (the "2022 AGM"). Any Shares distributed pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares, treasury Shares or Shares purchased on the open market."

2. Section 2.22 of the 2015 Plan is hereby amended to read in its entirety as follows:

> " 2.22 "Eligible Individual" shall mean any person who is an Employee, a Consultant or a Non-Employee Director, as determined by the Administrator; provided that on and after the 2022 AGM, Eligible Individual shall mean any person who is a Non-Employee Director, as determined by the Administrator."

3. All other terms and conditions of the 2015 Plan shall remain in full force and effect and shall not be amended pursuant to this amendment.

IN WITNESS WHEREOF, the undersigned hereby executes this amendment on behalf of the Company as of this 13 day of June, 2022.

LivaNova PLC

By: /s/ Keyna P. Skeffington
Name:
Title:

WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

LIVANOVA PLC

KEYNA SKEFFINGTON

RETIREMENT AGREEMENT

THIS RETIREMENT AGREEMENT (the "Agreement") is made on 13 June 2022

BETWEEN

(1) LIVANOVA PLC, a company registered in England with registered number 09451374 and having its registered office at 20 Eastbourne Terrace, London, W2 6LG (the "Company"); and

(2) KEYNA SKEFFINGTON, residing in London, England, United Kingdom (the "Executive").

BACKGROUND

The Company has employed the Executive since 12 June 2017 as Senior Vice President & General Counsel under the terms of a Service Agreement dated 24 May 2017 (the "Service Agreement"). The Executive has indicated to the Company her desire to return to the United States and to retire from her employment with the Company. This agreement serves as her 12 months' notice to terminate her employment in accordance with the Service Agreement. The Executive and the Company desire to plan for the Executive's retirement by making this Agreement to record the arrangements for the Executive's retirement, including treating her retirement as an "Approved Retirement" as defined below. Whilst the Executive does not assert any claims in relation to her employment or its termination, for the sake of good order she has agreed to release the Company from any claims she may have against it.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"the Acts"	means the Employment Rights Act 1996 section 203(3) and the Equality Act 2010, section 147;
"**Claims**"	means the claims that the Executive has or may have against the Company or any Group Company or against any of its or their respective shareholders, officers, employees or agents, being:

(a) for damages for wrongful dismissal or breach of contract arising out of her employment, or termination of the employment, or otherwise including but not limited to any claim in respect of unpaid salary, bonus, commission, overtime, holiday pay, sick pay, pension contributions, benefits, allowances, re-imbursement of expenses, notice pay or any other termination or severance payment howsoever arising and in respect of stigma;

(b) for unfair dismissal under the Employment Rights Act 1996;

(c) in relation to unauthorized deductions from wages;

(d) for discrimination, harassment or victimisation on the grounds of age, sex, race or nationality or any other unlawful ground, pursuant to the Equality Act 2010;

(e) for breach of contract or any other rights to or in respect of shares or other securities or securities-based incentives in the Company or any Group Company;

(f) for unlawful detriment under the Employment Rights Act 1996; and

(g) under the Public Interest Disclosure Act 1998.

"Employment"	means the employment of the Executive under the Service Agreement or, as the context requires, the duration of that employment;
"Group"	means the Company, any presently existing or future holding company or undertaking of the Company and any presently existing or future subsidiaries and subsidiary undertakings of the Company or such holding company or undertaking (and the words "subsidiary" and "holding company" shall have the meanings given to them in section 1159 in the Companies Act 2006);
"Group Company"	means any company within the Group; and
"Termination Date"	has the meaning given in Clause 2.1.

1.2 Interpretation and Construction

Save to the extent that the context or the express provisions of this Agreement require otherwise, in this Agreement:

(a) words importing the singular shall include the plural and vice versa;

(b) words importing any gender shall include all other genders;

(c) words importing the whole shall be treated as including reference to any part of the whole;

(d) any reference to a Clause, the Schedule or part of the Schedule is to the relevant Clause, Schedule or part of the Schedule of or to this Agreement unless otherwise specified;

(e) reference to this Agreement or to any other document is a reference to this Agreement or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

(f) reference to a provision of law is a reference to that provision as extended, applied, amended, consolidated or re-enacted or as the application thereof is modified from time to time and shall be construed as including reference to any order, instrument, regulation or other subordinate legislation from time to time made under it;

(g) references to a "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality) or two or more of the foregoing;

(h) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and "including", "include" and "in particular" shall be construed without limitation; and

(i) the meaning of any words coming after "other" or "otherwise" shall not be constrained by the meaning of any words coming before "other" or "otherwise where a wider construction is possible.

1.3 Headings

The table of contents and the headings in this Agreement are included for convenience only and shall be ignored in construing this Agreement.

2. TERMINATION AND TRANSITION PERIOD/GARDEN LEAVE

2.1 Termination Date

2.1.1 The Executive's employment with the Company shall terminate on 30 June 2023 or such other day as is agreed between the parties having regard to the desire on the part of both parties to ensure that a successor to the position of General Counsel has been hired and the Executive has had an opportunity to hand over her responsibilities to them (the "Termination Date"), unless terminated earlier in accordance with Clause 18 of the Service Agreement. If the Executive's employment is terminated earlier than 30 June 2023, the Company shall pay the remainder of the Executive's notice pay in accordance with clause 3.3 of the Service Agreement within 30 days of the Termination Date.

2.1.2 Between the date of this Agreement and the start of the Garden Leave Period agreed in accordance with Clause 2.2.1, the Executive agrees to continue to fulfil her role as Senior Vice President & General Counsel in accordance with the Service Agreement and to assist with the transition of her current responsibilities to a successor appointed by the Company, such assistance to include doing all such acts and things as the Chief Executive Officer of the Company may reasonably require, including to effect the Executive's resignation from any other offices with the Company or any of its Group Companies or which the Executive held by reason of employment by the Company.

2.2 Garden Leave

2.2.1 After the Executive's successor has been appointed and assumed responsibilities for the role of the General Counsel, the Chief Executive Officer of the Company and Executive shall agree on the date on which any garden leave shall commence (the "Garden Leave Period").

2.2.2 During any Garden Leave Period, the Executive and the Company agree, that save as otherwise required by the Company, the Executive:

(a) shall not be required to and shall not carry out any of her normal duties;

(b) shall not be required to and shall not attend for work at the Company's premises without the prior written consent of the Chief Executive Officer of the Company;

(c) shall not be required to and shall not transact any business on behalf of the Company or any Group Company, including contacting any employee, consultant, client, customer, supplier, agent, distributor, shareholder, adviser or other business contact of the Company or any Group Company ("Business Contacts"), except for purely social purposes and in relation to such persons and for such purposes as her successor or the Chief Executive Officer may require or approve in writing, provided that if the Executive is contacted by any Business Contacts for the purpose of conducting the Company's business, the Executive shall refer them to her successor;

(d) shall not have access to the Company's information systems;

(e) will, at the reasonable request of the Company, provide the Company and/or any Group Company with such assistance as it or they may reasonably require in the conduct of

any legal proceedings, investigation or enquiry in respect of which the Company or its advisers believe that the Executive may be of assistance; and

(f) the Executive's obligations to act in good faith and in the best interests of the Company and all Group Companies and the Executive's obligations under the Service Agreement shall remain in full force and effect.

2.3 Remuneration During Transition Period/Garden Leave

2.3.1 The Company will pay the Executive her normal remuneration and benefits required under the Service Agreement in the normal course until the Termination Date (less such sums as the Company is obliged by law to deduct by way of tax and employee's National Insurance) and forward the Executive's P45 within 30 days of the Termination Date.

2.3.2 The Executive will be paid for any accrued but unused holiday entitlement at the Termination Date, with such payment to be made within 30 days of the Termination Date.

2.3.3 Notwithstanding clause 6.3.3 of the Service Agreement, the Executive will be awarded a bonus in the 2022/2023 financial year consistent with the formula used by the Company with respect to other executive officers. The Executive's target bonus shall be 70% of the Executive's annual remuneration, being the target bonus applicable for the Executive in the 2021/2022 financial year.

2.4 Expenses

The Company will reimburse the Executive for all expenses reasonably and properly incurred and accounted for in connection with the Executive's employment up to the Termination Date provided that the Company receives the appropriate receipts or invoices within 7 days of the Termination Date.

2.5 Restrictions During the Garden Leave Period and After Termination of Employment

2.5.1 The Executive shall adhere to the terms of Clause 15 (Restrictions During Employment) of the Service Agreement until the Termination Date.

2.5.2 During the Employment, including the Garden Leave Period and at any time (without limitation) after the Termination Date, the Executive shall adhere to the terms of Clause 16 (Confidentiality and Company Documents) of the Service Agreement.

2.5.3 The Executive shall comply with Clause 20 (Restrictions after Termination) of the Service Agreement.

2.5.4 The Executive acknowledges and agrees that nothing in this Agreement is intended to or does prevent her from: 1) filing a charge or complaint with any governmental agency or regulatory body (including, but not limited to, the Health and Safety Executive, Equality and Human Rights Commission, Her Majesty's Revenue and Customs or United States Securities and Exchange Commission) or 2) disclosing information for the purpose of making a protected disclosure within the meaning of Part IVA of the Employment Rights Act 1996 (Protected Disclosures), provided that the disclosure is made in accordance with the provisions of that Act; or 3) reporting a criminal offence or otherwise making a disclosure to the police or other law enforcement agency; or 4) co-operating with a law enforcement agency, regulatory body or public body with regards to a criminal investigation or prosecution, a regulatory investigation or a public inquiry; or 5) disclosing information to any medical professional or counsellor, legal or tax advisor who is bound by an obligation of confidentiality; or 6) disclosing information to a Court or Tribunal of competent jurisdiction in compliance with an order to give evidence and/or in the course of giving evidence; or 7) disclosing information to a spouse or partner or

other immediate family member provided they agree to keep the matter confidential; or 8) making any other disclosure required by law.

3. CONSIDERATION

3.1 Consideration

3.1.1 Subject to and conditional upon the Executive's material compliance with the terms and warranties of this Agreement the Company (without any admission of liability) (provided that the Executive has also returned to the Company a copy of this Agreement signed by her with a completed certificate signed by her independent legal adviser in the form attached hereto as Schedule 1 and the Reaffirmation of Waiver and Release of Claims and related confirmation of advice certificate in accordance with Schedule 2), will comply with its obligations in this Clause 3 below.

3.2 Relocation assistance

3.2.1 The Company will provide the Executive and her accompanying dependents with such relocation services as are recommended via a vendor selected by the Company for a total maximum cost of £50,000 (the "Relocation Services"). The list of the Relocation Services includes, but is not limited to i) packing, shipping from the United Kingdom to the United States and unpacking the Executive's household possessions at the Company's expense, ii) reimbursement of travel expenses for one trip for the Executive and the Executive's family to the United States, iii) reimbursement of other miscellaneous relocation expenses, and iv) immigration support services (in the United Kingdom). The Relocation Services will be available to the Executive to use up to 12 months after the Termination Date.

3.2.2 If the Executive is compelled to pay income taxes on any of the foregoing Relocation Services provided by the Company, the Executive will be responsible for the related income tax and national insurance.

3.3 Equity Awards

3.3.1 The Compensation Committee of the Company has designated the Executive's retirement to be an "Approved Retirement" pursuant to the terms of the outstanding agreements related to Restricted Stock Units, Performance Share Units, and Stock Appreciation Rights granted to the Executive as set out in Schedule 3 of this Agreement (the "Equity Awards") and confirms that the unvested portion of each of the Equity Awards shall continue to vest pursuant to the terms of their respective award agreements. The Company warrants that it has taken all required steps and obtained all necessary approvals and/or authorisations from all relevant parties in order to give effect to the provisions of this clause 3.3.1. The company finds it important to make it explicit to the Executive, that any vested SARs (Stock Appreciation Rights) from 2017 & 2018 are excluded from the Approved Retirement Equity Award terms, hence will expire 3 months after the termination date.

3.3.2 The definitions used in this clause 3.3 refer to the definitions used in the Equity Awards plans.

3.3.3 The Company and Executive agree that the Executive shall not be eligible to receive any further equity awards in the Company.

3.3.4 The Executive is responsible for any taxes related to the Equity Awards.

3.4 Tax assistance

3.4.1 In addition to the Relocation Services, the Company will provide the Executive with tax assistance through a professional tax services firm for the preparation and filing of the 2023 US

tax year and 2022/2023 and 2023/2024 UK tax years (the "Tax Assistance"). In addition, the tax consultant will provide a consultation to explain tax and National Insurance implications resulting from the end of the employment relationship, the relocation to the United States and to review the Executive's expected tax responsibilities associated with it.

3.4.2 If the Executive is compelled to pay income taxes on any of the Tax Assistance provided by the Company, the Executive will be responsible for the related income tax and national insurance.

3.5 Attorney Fees

3.5.1 The Executive warrants that she has before signing this Agreement taken advice from Gareth Brahams of Brahams Dutt Badrick French LLP (the "Adviser") on the terms and effect of this Agreement and in particular its effect on her ability to pursue a complaint before an Employment Tribunal, the County Court or High Court.

3.5.2 It is a condition of this Agreement that the Adviser provides the certificate annexed to this Agreement at Schedule 1.

3.5.3 The Company shall within 30 days of receipt pay against a properly constituted VAT invoice addressed to the Executive but marked payable by the Company, a sum not exceeding £5,000 plus VAT to the Adviser in respect of legal fees incurred in taking independent legal advice in relation to the termination of her employment, the terms of this Agreement and its negotiation.

3.6 Future Inquiries

The Executive shall direct all inquiries from prospective employers whether written or oral to Human Resources, who will advise said prospective employers of the Executive's dates of service and positions held but will explain in accordance with their usual practice it is not their intention to comment further and no implication (positive or negative) should be drawn from that.

3.7 Tax Indemnity

3.7.1 As specified above, the Executive shall be entirely responsible for the payment of any tax, employee's National Insurance contributions, interest, fines, charges or penalties which may be or become payable in respect of the Relocation Services, Equity Awards and Tax Assistance (the "Taxes"). The indemnity in this clause shall not apply to any deductions made at source and any interest, fines, charges or penalties incurred as a result of any default or delay on the part of the Company or any Group Company. The Executive agrees to promptly indemnify the Company on an after-tax basis in respect of the Taxes.

3.7.2 The Company shall promptly notify the Executive of any demand it receives from HM Revenue & Customs in respect of any Taxes and agrees that it shall not make any payment in respect of the same until the Executive has had a reasonable opportunity (at least 28 days) to dispute the demand. The Company shall give the Executive reasonable access to information which might reasonably be required to dispute any such demand.

3.8 D&O Insurance

3.8.1 For a period of 6 years from the Termination Date, the Company will maintain directors' and officers' insurance for the benefit of the Executive in respect of those liabilities which she may have incurred as a director of the Company or any Group Company on the same terms as are provided to its directors from time to time during such period. The Executive will also continue to benefit from any right of indemnification the Executive has or may have from the Company or any Group Company.

4. WAIVER AND RELEASE OF CLAIMS

4.1.1 The Executive agrees that the terms of this Agreement are in full and final settlement of all and any claims or rights of action the Executive may have against the Company or any Group Company arising out of her employment with the Company or any Group Company or its termination on the Termination Date or from events occurring after this Agreement has been entered into whether under common law, contract, statute including, but not limited to, the Claims, each of which is hereby intimated and waived.

4.1.2 The waiver in Clause 4.1.1 does not apply to:

(a) any claims for personal injury other than (a) where the Executive is currently aware of any facts or circumstances which do or may give rise to the claim and (b) those which may be brought under any discrimination legislation;

(b) any claims by the Executive to enforce this Agreement;

(c) any claims for any accrued pension rights; and

(d) any claims or rights of action in respect of or in relation to the Equity Awards the Executive is retaining under clause 3.3 of this Agreement.

4.1.3 The Executive acknowledges that the conditions relating to settlement agreements under the Acts have been satisfied and that she has received independent legal advice and shall deliver on execution of this Agreement a certificate signed by the Adviser in the form attached hereto as Schedule 1.

4.1.4 The Executive shall as a strict condition of this Agreement within the 5 working-day period post-dating the Termination Date deliver to the Company's CHRO the signed Reaffirmation Waiver and Release of Claims and related confirmation of advice certificate in accordance with Schedule 2.

4.1.5 The Executive warrants and represents that as at the date of this Agreement:

(a) she has disclosed to the Adviser all facts, circumstances and information relating to her employment and its termination which the Adviser requires or may reasonably require in order to advise whether she has any claims against the Company, any Group Company, its or their shareholders, officers, employees, ex-employees and pension trustees;

(b) having taken legal advice from the Adviser she has notified the Company in writing of all and any actual or potential claims that she has or may be entitled to make against the Company or any Group Company, its or their shareholders, officers, employees, ex-employees and pension trustees either now or in the future, in respect of her employment and its termination, whether contractual, statutory or otherwise and that these are fully particularised in the definition of Claims;

(c) other than the Claims she has no other further claims or potential claims against the Company or any Group Company or its or their shareholders, officers, employees, ex-employees and pension trustees and she has not already instituted proceedings in relation to any claim or claims against the same;

(d) as at the date of this Agreement she is not aware of any conditions, illness, injury or other circumstances affecting her that may give rise to a personal injury claim against the Company or any Group Company; and

(e) she has not committed any act or made any omission which might amount to, and is not aware (and ought not reasonably to be aware) of any circumstances which might

constitute, a repudiatory breach of her Service Agreement entitling the Company to terminate her employment without notice or payment in lieu of notice.

(f) she has not received either orally or in writing any offer of employment, office or contract for services (whether formal or informal) and has not, either orally or in writing accepted or agreed to accept any such offer to take effect after the Termination Date.

For the avoidance of doubt, the warranties set out in this Clause 4.1.5 are a condition to the Consideration being provided in accordance with Clause 3.

4.1.6 The Executive acknowledges that the Company has relied on the obligations in Clause 4.1.4 and the Warranties in Clause 4.1.5 when entering into this Agreement and the Consideration set out in Clause 3 above is conditional upon the Executive's compliance with her obligations under this Agreement, including the obligation contained within Clause 4.1.4.

5. MISCELLANEOUS TERMS

5.1 Mutual Non-Disparagements

The Executive agrees not to disparage, demean or defame the Company or its affiliates, their products, services or employees in any way. The Company agrees to instruct its directors and executive officers not to disparage, demean or defame the Executive in any way.

5.2 Governing Law

This Agreement is governed by and shall be construed and enforced, in all respects, in accordance with English law.

5.3 Entire Agreement

5.3.1 This Agreement and the documents referred to in it constitute the entire agreement and understanding of the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement.

5.3.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

5.3.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

5.3.4 Nothing in this Clause shall limit or exclude any liability for fraud.

5.4 Legal and Other Assistance

5.4.1 After the termination of this Agreement, the Executive agrees that she will, at the request of the Company, provide the Company and/or any Group Company with such reasonable assistance as it or they may reasonably require in the conduct of any legal proceedings, investigation or enquiry in respect of which the Company or its advisers believe that the Executive may be of assistance.

5.4.2 If the Executive is required to provide assistance to the Company and/or any Group Company, in accordance with Clause 5.4.1 the Company will reimburse the Executive for any reasonable expenses which the Executive may incur and which are evidenced by appropriate receipts or invoices. In the event the Executive is reasonably required to provide assistance to the Company and/or any Group Company in excess of 15 hours per month, the Company and/or any Group Company agrees to come to a separate commercial agreement with the Executive.

5.5 Rights of Third Parties

5.5.1 The Company and the Executive intend that the terms of this Agreement should be enforceable by any Group Company, by virtue of the Contracts (Rights of Third Parties) Act 1999. Brahams Dutt Badrick French LLP shall be entitled to enforce the terms of clause 3.5.3.

5.6 Without Prejudice

5.6.1 This Agreement although marked "without prejudice" will upon signature by all parties (provided that the Executive has also returned to the Company a signed Certificate of Independent Legal Adviser, attached hereto as Schedule 1) be treated as an open document evidencing an agreement binding on the parties.

5.7 Counterparts

5.7.1 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts or duplicates together shall constitute one and the same instrument (transmission via email in pdf format or via DocuSign being acceptable for this purpose).

5.8 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; or (ii) on delivery by an internationally recognized overnight courier, with written verification of receipt. All communications shall be sent to the address set forth below or at such other address as the Company or Executive may designate by ten (10) days advance written notice to the other party.

In the case of the Company to:
20 Eastbourne Terrace
London, W2 6LG
United Kingdom
Attention: Senior Vice President & General Counsel
Facsimile: +44 20 3325 0696

In the case of the Executive to her personal address as provided separately to the Company, and as may be updated from time to time.

SCHEDULE 1- CERTIFICATE OF INDEPENDENT LEGAL ADVISER

I, Gareth Brahams of Brahams Dutt Badrick French LLP whose address is Kings House, 36 King Street, London, EC2V 8BB confirm that I gave independent legal advice to Keyna Skeffington of London, United Kingdom as to the terms and effect of the Agreement to which this certificate is attached in particular as to its effect on her ability to pursue her rights, in particular the Claims specified in Clause 4.1.1, before a Court of competent jurisdiction or Employment Tribunal.

I confirm that I am a solicitor of the Senior Courts holding a current practising certificate and that I have not been instructed to represent the Company in this matter and, as such, am independent. I confirm further that there was in force at the time I gave the advice referred to above a policy of insurance covering the risk of a claim by Keyna Skeffington in respect of any loss arising in consequence of that advice.

Signed:

Dated:

SCHEDULE 2 – REAFFIRMATION WAIVER AND RELEASE OF CLAIMS

This Reaffirmation Waiver and Release of Claims ("Release") is made on [date] by Keyna Skeffington (the "Executive") in connection with the Executive's retirement from employment.

NOW THEREFORE, in consideration of the mutual promises described in the Retirement Agreement dated [date] 2022 ("the Retirement Agreement"), to which this Release is appended as Schedule 2, the Executive agrees as follows.

1. DEFINITIONS

Definitions

In this Release, unless the context otherwise requires:

"the Acts"	means the Employment Rights Act 1996 section 203(3) and the Equality Act 2010, section 147.
"**Claims**"	means the claims that the Executive believes that she has or may have against the Company or any Group Company or against any of its or their respective shareholders, officers, employees or agents, being: (a) for damages for wrongful dismissal or breach of contract arising out of his employment, or termination of the employment, or otherwise including but not limited to any claim in respect of unpaid salary, bonus, commission, overtime, holiday pay, sick pay, pension contributions, benefits, allowances, re-imbursement of expenses, notice pay or any other termination or severance payment howsoever arising and in respect of stigma; (b) for unfair dismissal under the Employment Rights Act 1996; (c) in relation to unauthorized deductions from wages; (d) for discrimination, harassment or victimisation on the grounds of age, sex, race or nationality or any other unlawful ground, pursuant to the Equality Act 2010; (e) for breach of contract or any other rights to or in respect of shares or other securities or securities-based incentives in the Company or any Group Company; (f) for unlawful detriment under the Employment Rights Act 1996; and (g) under the Public Interest Disclosure Act 1998.
"Group"	means the Company, any presently existing or future holding company or undertaking of the Company and any presently existing or future subsidiaries and subsidiary undertakings of the Company or such holding company or undertaking (and the words

"subsidiary" and "holding company" shall have the meanings given to them in section 1159 in the Companies Act 2006).

"Group Company" means any company within the Group.

2. WARRANTIES

2.1 Subject to Clause 3.3, the Executive warrants that:

(a) she has not raised any legal proceedings against the Company or any Group Company or against any of its or their respective shareholders, officers, employees or agents; and

(b) other than the Claims, as of the date of this Release, she has no further or outstanding claims or rights of action, being any further or outstanding claims or rights of action, whether under statute or common law (including contractual, tortious or other claims) and whether before an Employment Tribunal, court or otherwise and whether in the United Kingdom or any other jurisdiction in the world against the Company or any Group Company or any of its or their respective shareholders, officers, employees or agents including in respect of or arising out of her employment, or the holding of any office with or investment in the Company or any Group Company or the termination of that employment or office (such claims or rights of action referred to as "Further Claims").

2.2 The Executive warrants as a strict condition of the Company's obligation to honour the terms of Clause 3 of the Agreement under this Release that there are no circumstances of which she is aware or of which she ought to be aware which could constitute a repudiatory breach by her of her contract of employment which would entitle or have entitled the Company to terminate her employment without notice.

3. SETTLEMENT

3.1 Subject to Clause 3.3, the Executive accepts the terms of this Release in full and final settlement of the Claims and all and any Further Claims, whether such claims are known or unknown to the parties and whether or not they are or could be in the contemplation of the parties at the date of this Release, which are waived and released in full. The Executive acknowledges that the conditions relating to settlement agreements under the Acts have been satisfied and that she has taken independent legal advice and shall deliver on execution of this Release a confirmation of advice certificate signed by her independent legal adviser in the form attached hereto.

3.2 The Executive undertakes not to institute or pursue any proceedings against the Company or any Group Company or against any of its or their respective shareholders, officers, employees or agents before an Employment Tribunal, court or any other judicial body anywhere in the world in respect of the Claims or for any remedy arising from any Further Claims.

3.3 The warranty in Clause 2.1 and the waiver in Clause 3.1 and undertaking in Clause 3.2 above do not apply to: (a) any claims for personal injury other than (i) where the Executive is currently aware of any facts or circumstances which do or may give rise to the claim and (ii) those which may be brought under any discrimination legislation; (b) any claims by the Executive to enforce this Agreement; (c) any claims for any accrued pension rights; or (d) any claims or rights of action in respect of or in relation to the Equity Awards the Executive is retaining under clause 3.3 of this Agreement. In respect of latent personal injuries and/or any latent industrial disease arising out of the course of her employment with the Company and/or the Group that are currently unknown to her, the Executive warrants that she is not aware of having any such personal injuries. These exceptions are the only claims which have not been settled by this Release.

3.4 Subject to the terms of Clause 3.3, if any other claim emerges in law or in fact anywhere in the world based on anything done or omitted to be done during the period of the Executive's employment by the Company which was not previously known or foreseeable by the Executive, then the Executive agrees that there should be no recourse to any remedy for the claim against the Company or any Group Company. The Executive acknowledges and accepts that in agreeing to the retirement arrangements set out in Clause 3 of the Retirement Agreement she has taken into account that she has waived the right to pursue any such claims, whether foreseeable or not previously known, against the Company or any Group Company.

Confirmation of advice for Reaffirmation Waiver and Release of Claims

I [name] of [firm] whose address is [address] confirm that I gave independent legal advice to Keyna Skeffington of [location] as to the terms and effect of the above Release to which this certificate is attached in particular as to its effect on her ability to pursue her rights, in particular the Claims and Further Claims specified in Clause 3.1 above before a Court of competent jurisdiction or Employment Tribunal.

I confirm that I am a solicitor of the Senior Courts holding a current practising certificate and that I have not been instructed to represent the Company in this matter and, as such, am independent. I confirm further that there was in force at the time I gave the advice referred to above a policy of insurance covering the risk of a claim by Keyna Skeffington in respect of any loss arising in consequence of that advice.

Signed:

Dated:

SCHEDULE 3 – EQUITY AWARDS

Restricted Stock Units and Performance Stock Units

Grant Date	Vehicle	Vesting on March 2024	Vesting on March 2025	Vesting on March 2026
03/30/20	RSU	1,434		
03/30/21	r-TSR PSU	3,412		
03/30/21	RSU	853	853	
03/30/21	ROIC PSU	2,581		
03/30/21	FCF PSU	3,412		
03/30/22	r-TSR PSU		3,047	
03/30/22	ROIC PSU		1,523	
03/30/22	FCF PSU		1,523	
03/30/22	RSU	762	762	761

Stock Appreciation Rights

Grant Date	Vehicle	Strike Price	Vesting on March 2023	Vesting on March 2024	Vesting on March 2025	Vesting on March 2026	Vested unexercised SAR as of June 10, 2022	Expiration date
03/30/19	SAR	97.25	1,771				5,313	03/30/29
03/30/20	SAR	43.57	3,926	3,925			7,852	03/30/30
03/30/21	SAR	73.25	2,109	2,109	2,109		2,110	03/30/31
03/30/22	SAR	82.04	1,774	1,774	1,774	1,774	-	03/30/32

IN WITNESS of which this Release has been executed and delivered as a deed on the first date written above.

EXECUTED as a Deed
by KEYNA SKEFFINGTON

/s/ Keyna P. Skeffington
Keyna Skeffington

in the presence of:

Witness's

Signature: /s/ Geesje Blik

Full Name: _____

Address: _____

_____

_____

IN WITNESS of which this Agreement has been executed and delivered as a deed on the first date written above.

EXECUTED as a Deed by
DAMIEN McDONALD,
Chief Executive Officer,
for and on behalf of
LIVANOVA PLC
in the presence of a Witness

/s/ Damien McDonald
Damien McDonald

/s/ Trui Hebbelinck
Witness

Full Name: _____

Address: _____

_____

_____

EXECUTED as a Deed by
KEYNA SKEFFINGTON
in the presence of a Witness

/s/ Keyna P. Skeffington
KEYNA SKEFFINGTON

/s/ Geesje Blik
Witness

Full Name: _____

Address: _____

_____

_____

IMPORTANT NOTICES

European Union/ European Economic Area ("EU/EEA")

In relation to each Member State of the EEA, an offer to the public of any securities that comprise the SARs (as defined below) (together "Securities") which are the subject of the offer contemplated by this Grant Notice (as defined below) may not be made in that Member State, except that an offer to the public in that Member State of any Securities may be made at any time under the following exemptions under the Prospectus Regulation: (a) where it is addressed solely to qualified investors as defined in the Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons per Member State (other than qualified investors as defined in the Prospectus Regulation); or (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of Securities shall require the Company (as defined below) to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

Italy

The offer of the SARs is exempted from prospectus requirements under Italian securities law and, in particular, under Article 34-ter, paragraph 1, of the Italian Market Authority (CONSOB) Regulation No. 11971 of May 14, 1999. No person resident or located in Italy other than the original recipients of this document and any other document related to the SARs may rely on such documents or their content.

Japan

Since the solicitation to the signatory hereof is considered a "Solicitation to a Small Number of Investors" under Article 23-13(4) of the Financial Instruments Exchange Act of Japan (the "FIEA"), notification under Article 4(1) of the FIEA has not been made.

Singapore

Each Participant is hereby advised that the Plan is not being registered under the Securities and Futures Act 2001 of Singapore on the basis that the grant of any SARs to the Participant is exempt from the requirement to issue a prospectus on the basis that all Participants qualify as a "Qualifying Person" in accordance with Section 273(1)(i) and 273(4) of the Securities and Futures Act 2001 of Singapore.

United Kingdom

In relation to the United Kingdom, an offer to the public of any Securities which are the subject of the offer contemplated by this Grant Notice may not be made in the United Kingdom, except that

an offer to the public in the United Kingdom of any Securities may be made at any time under the following exemptions under the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA") (the "UK Prospectus Regulation"): (a) where it is addressed solely to qualified investors as defined in the UK Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons in the United Kingdom (other than qualified investors as defined in the UK Prospectus Regulation); or (c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 (as amended) ("FSMA"), provided that no such offer of Securities shall require the Company to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

This Grant Notice is only being distributed to and is only directed at persons who are employees or former employees of the Company or of another member of the same group as the Company and any persons falling within Article 60(2)(a) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") (such persons being referred to as "relevant persons"). All securities that comprise the SARs (together "Securities") are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LIVANOVA PLC
2022 INCENTIVE AWARD PLAN
STOCK APPRECIATION RIGHT GRANT NOTICE

LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company"), pursuant to its 2022 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") an award of stock appreciation rights over the number of ordinary shares of the Company ("Shares") set forth below (each, a "SAR", and collectively, the "SARs"). Upon exercise, each SAR represents the right to receive an amount equal to the Fair Market Value of one Share on the date of exercise less the Exercise Price per Share set forth below. Payment of such amount shall be in cash, Shares (based on their Fair Market Value as of the date the SAR is exercised) or a combination of both, as determined by the Administrator. The SARs are subject to the terms and conditions set forth in this Stock Appreciation Right Grant Notice (this "Grant Notice"), the Stock Appreciation Right Agreement attached hereto as Exhibit A (the "Agreement"), the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix") and the additional country-specific data protection information attached hereto as Exhibit C, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in (or by reference in) the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:	[_____]
Grant Date:	[_____]
Exercise Price Per Share:	$[_____]
Total Number of Shares Subject to SARs:	[_____]
Expiration Date:	[_____]
Vesting Schedule:	Subject to the terms and conditions of the Agreement, the SARs will vest as follows: [_____]

By clicking the "ACCEPT" button, the Participant and the Company agree to be bound by the terms and conditions of the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice all of which the Participant can access through a link from the Grant Notice. The Participant has reviewed the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting and agreeing to be bound by them, and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix, if applicable, and the Plan. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Foreign Appendix, if applicable or the Agreement.

By clicking "ACCEPT" you confirm that you understand and agree to be bound by the market sell order below. This will apply where the Company elects that any Tax Liability arising in respect of your SARs shall be satisfied pursuant to Section 4.5(a)(v) of the Agreement with respect to any Shares then issuable to you upon exercise of your SARs.

I understand that by clicking "ACCEPT", I am instructing each broker-dealer who is a member of the Financial Industry Regulatory Authority and appointed by the Company from time to time for the purposes of this market sell order as my agent (the "Agent") to execute this order to sell such number of Shares then issuable to me upon exercise of my SARs as is sufficient to (A) obtain cash for payment of any withholding taxes or other Tax Liability due as a result of the grant, exercise, vesting or settlement of my SARs that the Company, Subsidiary or Employer is required or authorised, or reasonably believes it is required or authorised, to withhold, pay or account for (such amount being "Tax"), including any previously vested SARs that are currently pending settlement or outstanding unvested SARs; and (B) cover all applicable fees and commissions due to, or required to be collected by, the Agent with respect to such sale. Any residual cash after payment of the Tax, commissions and fees will be deposited into my brokerage account with the Agent.

The Agent may (A) execute my order in a single transaction or multiple transactions during the course of the trading day, or (B) aggregate my order with other orders for other sellers of Shares, execute them as a block or in multiple smaller transactions, and allocate an average price to each seller.

In addition, I acknowledge that it may not be possible to execute my order to sell Shares at the relevant time due to (A) a legal or contractual restriction applicable to me or the Agent, (B) a market disruption, or (C) Nasdaq rules governing order execution priority.

In the event of the Agent's inability to execute my order to sell Shares, I understand that I will continue to be responsible for the timely payment to the Company, Subsidiary or Employer (as applicable) of all Tax.

I understand that this order will not be accepted by the Agent, and my order will not be executed, until I open a brokerage account with the Agent. I also understand that this order will be executed in my brokerage account and will be subject to the terms and conditions that I agree to for that account. I permit the Agent to discuss with and disclose to the Company any information relating to my brokerage account for the purposes of this order.

I hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this order. I understand that the Agent is a third-party beneficiary of this order.

You must also check your W-9 or W-8 tax certification to confirm it will be in effect on the sale date(s). You can view the current status of your W-9 or W-8 ***on the Agent's platform***.

EXHIBIT A

TO STOCK APPRECIATION RIGHT GRANT NOTICE

STOCK APPRECIATION RIGHT AGREEMENT

Pursuant to the Stock Appreciation Right Grant Notice (the "Grant Notice") to which this Stock Appreciation Right Agreement (this "Agreement") is attached, LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company") has granted to Participant Stock Appreciation Rights ("SARs") under the Company's 2022 Incentive Award Plan, as amended from time to time (the "Plan") over the number of Shares set forth in the Grant Notice.

ARTICLE 1.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement:

(a) "Disability" shall be defined as in Participant's employment letter or agreement with the Company or a Subsidiary, as amended from time to time, or if Participant is not a party to such a letter or agreement or such letter or agreement does not contain such a definition, shall mean Participant's inability to engage in any substantial gainful activity by reason of any physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than 12 months, in each case, which has been determined by a registered medical professional, and subject to Applicable Law.

1.2 Incorporation of Terms of Plan and Foreign Appendix. The SARs and the Shares issued to Participant hereunder are subject to the terms and conditions set forth in the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference, as well as this Agreement. In the event of any inconsistency between the Plan and/or this Agreement, the terms of the Plan shall control. In the event of any inconsistency between the Plan and/or this Agreement with the Foreign Appendix, the terms of the Foreign Appendix shall control.

ARTICLE 2.

GRANT OF SARS

2.1 Grant of SARs.

(a) In consideration of Participant's past and/or continued employment with the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of SARs over the aggregate number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and, if applicable, the Foreign Appendix, subject to adjustment as provided in Section 12.2 of the Plan.

2.2 Exercise Price. The exercise price per share of the Shares covered by the SARs (the "Exercise Price") shall be as set forth in the Grant Notice.

2.3 Consideration to the Company. In consideration of the grant of the SARs by the Company, Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan, the Grant Notice, the Foreign Appendix, if applicable or this Agreement shall confer upon Participant any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and the Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant.

ARTICLE 3.

PERIOD OF EXERCISABILITY

3.1 Commencement of Exercisability.

(a) Subject to Participant's continued employment with the Company or a Subsidiary on each applicable vesting date and subject to Sections 3.1(b), (c), (d), (e), 3.2 and 3.3 hereof, the SARs shall become vested and exercisable in such amounts and at such times as are set forth in the Grant Notice.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by this Section 3.1, the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all SARs granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such SARs which are not so vested shall lapse and expire.

(c) In the event a Participant incurs a Termination of Service due to an Approved Retirement, the Participant's outstanding SARs will not be forfeited upon such Approved Retirement, but instead outstanding SARs shall continue to vest on the date(s) set out in the Grant Notice (provided all other terms which apply to the SARs are met, including the terms regarding restricted activities set forth below).

"Approved Retirement" means a Termination of Service designated by the Committee, in its absolute discretion, as an Approved Retirement.

In exercising its discretion in designating a Termination of Service as an Approved Retirement, the Committee will strongly consider management recommendations based on each specific situation including the Participant's expressed commitment at the time of Termination of Service to cease any form of full-time paid work (including, but not limited to, self-employment; agency work; or employment), Participant's tenure of service and performance records throughout the Participant's employment or engagement by the Company or its Subsidiaries.

In the event the Company determines that a Participant who incurs a Termination of Service designated as an Approved Retirement commits a material breach of any fiduciary, confidentiality, non-disclosure, non-competition, non-solicitation, non-interference, non-disparagement obligations to the Company or its Subsidiaries (including without limitation, the Participant's engagement in any Prohibited Activities), any portion of the SARs unvested at such time shall be immediately forfeited for no consideration. For the purposes of this Section 3.1(b), "Prohibited Activities" shall mean the activities that are prohibited pursuant to any confidentiality agreement or covenant not to compete, not to solicit or hire employees, not to solicit or disrupt business relations, not to disparage the Company, its Subsidiaries or any of its or their officers and employees or any similar restrictions set out in any employment, severance or other written agreement then in effect between the Participant and the Company or one of its Subsidiaries.

If no such agreement containing such restrictions is then in effect, the Participant will be deemed to be engaged in "Prohibited Activities" if the Participant, during the term of his or her employment or engagement or in the period during which any SARs remain unvested following his or her Termination of Service, engages in any employment or business activities for him or herself or on behalf of any enterprise in any capacity or owns any interest in any entity which competes or is competitive with the business of the Company or any Subsidiary in any country in which the Company or its Subsidiaries operate, in each case with which the Participant has been materially involved or for which the Participant was responsible in the 12 months immediately before his or her Termination of Service.

(d) In the event of a Change in Control that occurs following the Grant Date, the SARs, to the extent not forfeited or otherwise vested immediately prior to such Change in Control, shall become fully vested and exercisable immediately prior to, but subject to the consummation of, such Change in Control, subject to Participant's continuous employment with the Company or a Subsidiary through such Change in Control.

(e) In the event of Participant's Termination of Service due to Participant's death or Disability, the SARs shall become fully vested and exercisable upon such Termination of Service.

3.2 Duration of Exercisability. The installments provided for in the vesting schedule set forth in the Grant Notice are cumulative. Each such installment that becomes vested and exercisable pursuant to the vesting schedule set forth in the Grant Notice shall remain vested and exercisable until it becomes unexercisable under Section 3.3 hereof. Once the SARs become unexercisable, they shall be forfeited immediately.

3.3 Expiration of SARs. The SARs may not be exercised after the earlier of:

(a) The expiration date set forth in the Grant Notice;

(b) The date falling 24 months from the date of Participant's Termination of Service due to Participant's death or Disability;

(c) Except in the case of Participant's Termination of Service due to Participant's death or Disability, Approved Retirement, or as the Administrator may otherwise

approve, the date falling three months from the date of Participant's Termination of Service for any reason.

ARTICLE 4.

EXERCISE

4.1 Person Eligible to Exercise. Only Participant may exercise the SARs; provided that after the death of Participant, any exercisable portion of the SARs may, prior to the time when the SARs become unexercisable under Section 3.3 hereof, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws (including, without limitation, the then applicable laws of descent and distribution); and provided further that after the loss of Participant's ability to exercise the SARs due to Disability, any exercisable portion of the SARs may, prior to the time when the SARs become unexercisable under Section 3.3 hereof, be exercised by Participant's validly appointed attorney or by any person empowered to do so under the then applicable laws.

4.2 Partial Exercise. Any exercisable portion of the SARs or all of the SARs, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the SARs or portion thereof becomes unexercisable under Section 3.3 hereof. However, the SARs shall not be exercisable with respect to fractional shares.

4.3 Manner of Exercise. The SARs, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company (or any third party administrator or other person or entity designated by the Company), during regular business hours, of all of the following prior to the time when the SARs or such portion thereof become unexercisable under Section 3.3 hereof:

(a) An exercise notice in a form specified by the Administrator, stating that the SARs or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator;

(b) The payment of any applicable Tax Liability in accordance with Section 4.5;

(c) Any other written representations or documents as may be required in the Administrator's sole discretion to effect compliance with Applicable Law; and

(d) In the event the SARs or portion thereof shall be exercised pursuant to Section 4.1 hereof by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the SARs.

Notwithstanding any of the foregoing, the Administrator shall have the right to specify all conditions of the manner of exercise, which conditions may vary by country and which may be subject to change from time to time.

4.4 Time of Settlement. The Shares or cash payable upon exercise of the SARs or any portion thereof shall be provided to Participant within 60 days following the date of exercise of the SARs or such portion. Any such cash shall be payable in a lump sum.

4.5 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company and its Subsidiaries, including, if different from the Company, Participant's Employer (the "Employer"), have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy any Tax Liability arising with respect to any taxable event concerning Participant pursuant to the Grant Notice or this Agreement (or otherwise pursuant to the Plan). Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability that the Company, Subsidiary or Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay, or account for, or enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any such Tax Liability including (but not limited) by way of payment or withholding in one or more of the forms specified below:

(i) by cash of or check for the relevant amount paid or made payable to the Company or the Employer (or other relevant Subsidiary) with respect to which the withholding obligation arises;

(ii) by withholding of the relevant amount from Participant's wages or other compensation payable to Participant by the Company or the Employer (or any other relevant Subsidiary), including (for the avoidance of doubt) any payment due to Participant pursuant to the SARs;

(iii) by withholding Shares otherwise issuable upon the exercise of the SARs or by withholding from proceeds of the sale of Shares issuable pursuant to the SARs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent, in each case with such Shares having a then current Fair Market Value or, if the SARs are settled in cash, an amount of the cash payment made with respect to the SARs, in each case as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(iv) with the consent of the Administrator, by Participant tendering to the Company Shares having a then current Fair Market Value as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(v) if the Administrator determines to settle the SARs in Shares through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to any Shares then issuable to Participant upon exercise of the SARs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Employer (or other relevant Subsidiary) with respect to which the Tax Liability arises in satisfaction of such Tax Liability; provided that payment of such proceeds is then made to the Company or the Employer (or other relevant Subsidiary) at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing or such other method as is determined by the Company or the Administrator.

(b) The Company shall not be obligated to deliver any cash or any certificate representing Shares issuable with respect to the SARs upon exercise of the SARs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of any Tax Liability, provided, that no payment shall be delayed under this Section 4.5(b) if such delay would result in a violation of Section 409A.

(c) With respect to any Tax Liability arising in connection with the SARs, in the event Participant fails to provide timely payment of all sums required pursuant to Section 4.5(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 4.5(a)(ii) or Section 4.5(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate.

(d) In the event any Tax Liability arising in connection with the SARs will be satisfied under Section 4.5(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares from those Shares then issuable to Participant upon the exercise of the SARs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the relevant Tax Liability and to remit the proceeds of such sale to the Company, the Subsidiary or the Employer (as appropriate). Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 4.5(d). The Company may refuse to issue any Shares upon exercise of the SARs to Participant until the foregoing Tax Liability is satisfied, provided that no payment shall be delayed under this Section 4.5(d) if such delay will result in a violation of Section 409A.

(e) Participant is ultimately liable and responsible for and indemnifies and will keep indemnified the Company and each Subsidiary (including the Employer, if applicable) against any Tax Liability arising in connection with the SARs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the SARs. Neither the Company nor any Subsidiary (including the Employer, if applicable) makes any representation or undertaking regarding the treatment of any Tax Liability in connection with the awarding, vesting or exercise of the SARs, the payment of cash or issue of Shares on exercise of the SARs or the subsequent sale of Shares. The Company and the Subsidiaries (including the Employer, if applicable) do not commit and are under no obligation to structure the SARs to reduce or eliminate any Tax Liability or to achieve any particular tax result.

4.6 Conditions to Issuance of Shares. If the Administrator determines to settle any SARs in Shares, the Company shall not be required to issue or deliver any Shares upon the exercise of such SARs prior to fulfillment of all of the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of such Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental

regulatory body that the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

4.7 Rights as Shareholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a shareholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares subject to the SARs unless and until certificates representing such Shares (which may be in book-entry form) have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment shall be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12 of the Plan. Except as otherwise provided herein, if the Administrator determines to settle the SARs in Shares, after such issuance, recordation and delivery, Participant will have all the rights of a shareholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

4.8 Malus and Claw-Back. The grant of this Award is subject to the terms of the LivaNova Compensation Recoupment Policy, as it may provide from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require the Participant to repay or forfeit cash or equity awards, including this Award, or any ordinary shares or other cash or property received with respect to this and other awards, including any value received from a disposition of the ordinary shares acquired upon payment in respect of the awards.

ARTICLE 5.

OTHER PROVISIONS

5.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable.

5.2 SARs Not Transferable. Without limiting the generality of any other provision hereof, the SARs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

5.3 Adjustments. Participant acknowledges that the SARs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12 of the Plan.

5.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 5.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

5.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

5.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, the Foreign Appendix, if applicable, and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the SARs are granted and may be exercised, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

5.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, provided, however, that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the SARs in any material way without the prior written consent of Participant.

5.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 10.3 of the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

5.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the SARs Grant Notice, the Foreign Appendix, if applicable, and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this

Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

5.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an Employee of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant. Neither the Plan, the Grant Notice, the Foreign Appendix, if applicable, nor this Agreement afford the Participant any rights to compensation or damages, including for loss of or potential loss that the Participant may suffer (including by reason of being unable to exercise the SAR) as a result of the termination of the Plan, lapse of the SARs or the termination of the Participant's employment with the Company or any Subsidiary.

5.12 SARs Not Part of Employment Compensation. The SARs and the Shares subject to the SAR are extraordinary items that do not constitute part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or affiliate of the Company. In addition, Participant acknowledges that by electronically signing the Grant Notice and this Agreement that the grant of the Award is at the Company's sole discretion based on the Plan, and does not entitle the Participant to further grant(s) of Awards, nor to claim for further grant(s) of Awards, in respect of the Plan or any other award(s) under any other plan or program maintained by the Company or any Subsidiary.

5.13 Data Protection. By electronically signing the Grant Notice and this Agreement, the Participant acknowledges and understands that the Company and its Subsidiaries (including the Participant's employer), as applicable, may hold certain personal information about the Participant (and, to the extent provided by the Participant, a Permitted Transferee or other beneficiary), including but not limited to, as applicable, name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares held in the Company or any of its Subsidiaries, details of all Awards or other entitlements to shares awarded, exercised, vested, unvested in the Participant's favor, and, as the case may be, sensitive information pertaining to disability, in each case, for the purpose of implementing, managing and administering the Plan and Awards (the "Data"). The Participant understands that the Company and its Subsidiaries may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan and in connection with any Award, and the Company and its Subsidiaries may each further transfer the Data to any third party service providers where such service providers are providing necessary assistance, presently or in the future, to the Company and its Subsidiaries in the implementation, administration and management of the Plan or the Award (including the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares). These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have

different data privacy laws and protections than the recipients' country. The Data related to the Participant (or the Permitted Transferee or other beneficiary) will be held only as long as is necessary to implement, administer, and manage the Participant's participation in the Plan. Where applicable, the Participant shall be responsible for obtaining Data from a Permitted Transferee or other beneficiary and will provide the Permitted Transferee or other beneficiary with such information about the processing of such Data as the Company or its Subsidiaries require and will obtain such Permitted Transferee's or beneficiary's consent in connection with the Company's and its Subsidiaries' processing of the Data before such Data is provided by the Participant to the Company or its subsidiaries. This Section 5.13 should be read in conjunction with Exhibit C, which sets out additional country-specific information applicable to a Participant where the Participant is permanently located in one of the jurisdictions set out therein.

5.14 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company, the Subsidiaries and Participant with respect to the subject matter hereof.

5.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice, the Foreign Appendix, if applicable, or this Agreement if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. Notwithstanding anything herein to the contrary, no provision of the Plan shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Participant or any other person to the Company or any of its Subsidiaries, employees or agents. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death).

5.16 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

5.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the SARs, and rights no greater than the right to receive Shares or cash as a general unsecured creditor with respect to the SARs, as and when exercised pursuant to the terms hereof.

5.18 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

5.19 Special Provisions for SARs Granted to Participants Outside the U.S. If Participant performs services for the Company or any Subsidiary outside of the United States, the SARs shall be subject to the special provisions, if any, for Participant's country of residence, as set forth in the Foreign Appendix.

(a) If Participant relocates to one of the countries included in the Foreign Appendix during the life of the SARs, the special provisions for such country shall apply to Participant, as specified in the special provisions for the relevant country, or (if not so specified) to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

(b) The Company reserves the right to impose other requirements on this Award and any Shares received upon exercise of the SARs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5.20 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the satisfaction of any Tax Liability as provided in Section 4.5(a)(iii) or Section 4.5(d): (A) any Shares to be sold through a broker-assisted sale will be sold on the day the Tax Liability arises or as soon thereafter as practicable; (B) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the extent the proceeds of such sale exceed the applicable Tax Liability, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable Tax Liability; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable Tax Liability, Participant agrees to pay immediately upon demand to the Company or its Subsidiary (including the Employer, if applicable) with respect to which the Tax Liability arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's Tax Liability, or otherwise to enter into arrangements satisfactory to

the Company and/or the relevant Subsidiary for payment of such remaining portion of the Tax Liability in accordance with the provisions of Section 4.5 above.

EXHIBIT B

TO STOCK APPRECIATION RIGHT GRANT NOTICE
SPECIAL PROVISIONS FOR STOCK APPRECIATION RIGHTS
GRANTED TO PARTICIPANTS OUTSIDE THE U.S.

This Exhibit B includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Stock Appreciation Right Agreement (the "Agreement") and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement or the Plan, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

This Foreign Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of June 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the SARs are exercised or any Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

AUSTRALIA

A copy of the Plan is enclosed with this Grant Notice and Agreement.

The Plan, the Agreement and this Grant Notice do not constitute financial advice.

Any advice given by the Company in relation to the Grant Notice, the Agreement, the Plan, the SARs or the Shares does not constitute financial advice and does not take into account your objectives, financial situation and needs. In considering the SARs and the amount of cash and/or Shares that you will receive on exercise of the SARs, subject to satisfaction of vesting conditions, you should consider the risk factors that could affect the performance of the Company and the value of SARs and Shares, which value can increase or decrease from time to time, and the amount of any Tax Liability.

You should carefully consider these risks in light of your investment objectives, financial situation and particular needs (including financial and tax issues). You should seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to acquire SARs or Shares.

How to calculate values in Australian dollars

Your SARs will vest in accordance with the Grant Notice and the Agreement (which require certain conditions to be met) and are subject to a four year graded vesting schedule. The SARs may result in Shares or cash being given to you, in accordance with the Grant Notice.

You will not be required to pay any amount for the SARs or any Shares that will be issued to you upon vesting. However the amount of cash or number of Shares you receive will depend on the market price of Shares at the time, the Exercise Price per Share set out in the Grant Notice, and the amount of any Tax Liability in connection with the grant and exercise of the SARs and the issue of any Shares.

You can ascertain the market price of a Share in the Company in United States Dollars ("USD") from time to time by visiting either:

- the Company's website (https://investor.livanova.com/stock-information/stock-quote-chart); or

- the Nasdaq website (http://www.nasdaq.com/symbol/livn).

To determine the Exercise Price for a SAR or the market value of a Share in Australian Dollars ("AUD"), you will need to apply the prevailing USD: AUD exchange rate. For example, if the exchange rate is 1 USD: 1.5 AUD, and one share of Common Stock has a value of USD $1 on the Nasdaq, its equivalent value will be AUD $1.50.

BELGIUM

Definition of "Tax Liability" in Section 4.5 of this Agreement:

For the avoidance of doubt, the definition of "Tax Liability" as used in Section 4.5 of this Agreement shall not include the employer social security contributions (cotisations sociales patronales / sociale patronale bijdragen), nor any vacation pay that would be due.

The following section is inserted in Article 4 of this Agreement:

"4.9. Lock-up Period following Vesting of SARs:

(a) When the SARs are distributed in Shares pursuant to this Agreement, these Shares delivered to the Belgian Participant shall be subject to a two-year lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Belgian Participant will not be able to sell, encumber or otherwise transfer the Shares during this period.

(b) In the event that the Belgian Participant does not comply with Section 4.9 (a) of this Agreement, the Belgian Participant will be responsible for reimbursing the Company (or, any Subsidiary or the Employer, as applicable) for any liability (for the avoidance of doubt, including but not limited to any Tax Liability and any (increase of) employer social security contributions),

which it has or will incur as a result of such non-compliance to the greatest extent permitted by Applicable Law. The Participant agrees to indemnify and keep indemnified the Company (or, any Subsidiary or the Employer, as applicable) in respect of any such liability."

CANADA

Participant's SARs shall be settled in Shares only (either in book-entry form or otherwise), unless the Administrator offers the Participant the right to receive cash in lieu of Shares and the Participant, in its discretion, so elects.

Section 5.11 to be amended with the following at the end of the last sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

Section 5.12 to be amended with the following at the end of the first sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

The following to be added as Section 5.21:

> "The parties acknowledge having requested that the present Agreement and all related documents be drafted in English only. Les parties reconnaissent avoir demandé que le présent contrat et les documents joints soient rédigés en anglais seulement."

GERMANY

Definition of "Tax Liability" in Section 4.5:

For the avoidance of doubt, the term "Tax Liability" shall not include the employer portions of the social security contributions.

The following sentence is inserted at Section 5.1 of the Agreement

"For the avoidance of doubt, the Administrator's decisions and interpretations shall be subject to reasonable discretion."

The heading of Section 5.12 shall be supplemented and read as follows:

> "5.12 SARs Not Part of Employment Compensation, No Legal Claim to Grant(s)."

ITALY

Section 2.4:

Unless otherwise determined by the Administrator, a Participant's SARs shall only be distributed in Shares (either in book-entry form or otherwise), and no portion of the Participant's SARs shall be payable to the Participant in cash.

Section 2.6:

For the avoidance of doubt, with specific reference to social security contributions, the notion of "Tax Liability" shall only include the portion of applicable social security contributions to be borne by the Participant.

JAPAN

Notwithstanding Section 5.3 of the Agreement, the Japanese Participant's SARs shall not be transferable or splittable in any circumstances.

There should be no requirement for your Employer in Japan to withhold the income tax and social security contributions on the amount taxable upon vesting of the SARs or any portion thereof. Please note, however, that your Employer in Japan will report your vested SARs to the Japanese tax authority by March 31 of the following year of the vesting.

You should report your vested SARs in your individual income tax return and pay directly to the Japanese tax authorities the income tax liability with regard to your vested SARs by the due date, which is usually March 15.

You should understand that SARs and their underlying Shares (or any cash paid upon settlement of SARs) are granted as an employee benefit and are not considered your salary in any circumstances.

SINGAPORE

The following section is inserted in Article 4 of this Agreement:

"4.9. Lock-up Period following Vesting of SARs:

(a) When the SARs are distributed in Shares pursuant to this Agreement, such Shares delivered to a Singapore Holder shall be subject to a six month lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Singapore Holder will not be able to sell, encumber or otherwise transfer the Shares during this period."

UNITED KINGDOM

The following paragraph is inserted as Section 4.5(f) of the Agreement where (i) on the Grant Date, Participant is resident in the United Kingdom for tax purposes or performs some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom); or (ii) after the Grant Date,

Participant becomes resident in the United Kingdom for tax purposes, or commences performing some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other than where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom), in which case the terms of this United Kingdom part of the Foreign Appendix shall be deemed to apply from the Grant Date:

"(i) Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability or enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any Tax Liability. This Section 4.5(f)(i) and the following Sections 4.5(f)(ii) and (iii) shall apply to any Tax Liability to the extent that the Company, any Subsidiary or the Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay or account for such Tax Liability, and Sections 4.5(f)(ii) and 4.5(f)(iii) shall be read accordingly.

(ii) Participant further irrevocably agrees that if Participant does not pay or the Employer or the Company does not withhold from Participant the full amount of any Tax Liability that Participant owes in connection with the grant, vesting, exercise or settlement of SARs, the transfer or issue of Shares to Participant on vesting, exercise or settlement of SARs, any restrictions applicable to Shares held by Participant ceasing to apply to those Shares, the disposal of any Shares, the release or assignment of SARs for consideration, or the receipt of any other benefit in connection with the Award or the SARs (the "Taxable Event") within ninety (90) days of the end of the UK tax year in which the Taxable Event occurs, or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 ("ITEPA 2003") (the "Due Date"), then the amount of any uncollected Tax Liability shall (unless the Company or (if different) the Employer determines otherwise at its discretion) constitute a loan owed by Participant to the Company or (if different) the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC") and will be immediately due and repayable by Participant, and the Company or the Employer (as appropriate) may recover it at any time thereafter by any of the means referred to in Section 4.5(a) of the Agreement. Participant also authorizes the Company to withhold the transfer of any Shares unless and until the loan is repaid in full.

(iii) Notwithstanding the foregoing, if Participant is a director or other officer of the Company or the Employer (including an executive officer of the Company), Participant will not be eligible for such a loan to cover any relevant uncollected Tax Liability. In that case, or in any other case where the Company or the Employer determines not to treat the amount of any uncollected Tax Liability as a loan in accordance with the preceding paragraph, the amount of any uncollected Tax Liability that are not collected from or paid by Participant by the Due Date will constitute a benefit to Participant on which additional income tax and National Insurance contributions ("NICs") will be payable. Participant shall be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime (unless the Company or the Employer has confirmed that such income tax has been accounted for through payroll) and for reimbursing the Company or the Employer (as applicable) for the value of any employee NICs due on this additional benefit which the Company and/or the Employer may recover from Participant at any time thereafter by any of the means

referred to in Section 4.5(a) of the Agreement. For the avoidance of doubt, any references to NICs in the Agreement shall be deemed to include a reference to the United Kingdom tax known as the health and social care levy.

(iv) To the extent required by the Administrator or the Company (or, if different, the Employer), and subject to this being permitted by Applicable Law, the grant, vesting, exercise and/or settlement of the SARs shall be conditional on:

(A) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate) pursuant to section 431(1) or 431(2) of ITEPA 2003 (or such other election as the Company or (if different) the Employer may direct for the same purpose) in respect of any Shares acquired (or to be acquired) on the grant, vesting, exercise and/or settlement of the relevant SARs; and

(B) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate), made in accordance with paragraph 3B(1) of Schedule 1 of the UK Social Security Contributions and Benefits Act 1992, to transfer to Participant the liability for and secondary Class 1 (employer) NICs arising in respect of "relevant employment income" as defined in paragraph 3B(1A) of Schedule 1 of the Social Security Contributions and Benefits Act 1992."

EXHIBIT C

Additional Country-Specific Data Protection Information
Supplementing Section 5.13 of the Stock Appreciation Right Agreement

This Exhibit C, which is part of and supplements Section 5.13 of the Agreement, sets out additional country-specific data protection information required to be disclosed to a Participant who is located in any of the jurisdictions listed below.

Canada	Where the Participant is permanently located in Canada the following provision applies and supplements Section 5.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use, disclosure, and transfer, in electronic or other form, of the Participant's Data as described in the Plan and any Award Agreement by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award. 2. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers in the United States, European Union, or other jurisdictions that may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Canada to the United States, European Union, or other foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data in countries outside of your country of residence, including the United States, European Union, or other jurisdictions. 3. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company

	may cancel the Participant's ability to participate in the Plan or the Award and, at the Administrator's discretion, the Participant may forfeit any outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. 4. In addition to the foregoing, where the Participant is permanently located in Quebec the following provision applies and supplements Section 5.13 of the Agreement: 5. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers outside of Quebec including, but not limited to, in the United States, United Kingdom, European Union, Jersey, and in any other jurisdiction where the Company administers the Plan. These jurisdictions may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Quebec to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data outside of Quebec, to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing.
European Union ("EU")/European Economic Area ("EEA") and the United Kingdom ("UK")	Where the Participant is permanently located in the EU/EEA or the UK, the following provision applies and supplements Section 5.13 of the Agreement: The Participant understands and acknowledges that:

	1. The data controller of the processing of Data related to implementation, administration and management of the Plan and the Award is the Company or its Subsidiaries (as applicable); 2. The legal basis for such processing of the Data (including any transfer of the Data as described in paragraph 3, below) is that the processing is necessary for the performance of a contract to which the Participant is a party (namely, this Agreement or any other Award Agreement); to the extent that it becomes necessary to process special categories of data, in particular as relates to disabilities, for the administration of the Plan or any Award, consent of the Participant will be sought; 3. Any transfer of the Data to a third party (including to the Plan Administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in EU/EEA or the UK) will be made subject to appropriate safeguards, in compliance with applicable data protection law, further details of which shall be provided on request; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Participant's Data under Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in the EU/EEA or the UK; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access).

	This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
Japan	Where the Participant is permanently located in the Japan, the following provision applies and supplements Section 5.13 of the Agreement: 1. The utilization purpose of the Data is to implement, administer and manage the Plan and the Award; 2. The Company and its Subsidiaries may share the Data for the purpose described in paragraph 1 above. The Company (CEO: Damien McDonald, registered address: 20 Eastbourne Terrace, London, W2 6LG, United Kingdom) is the company responsible for the management of the Data; 3. Any transfer of the Data to a third party (including to the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of Japan, EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in Japan) will be made subject to appropriate safeguards, in compliance with the Act on the Protection of Personal Information (the "APPI") or other applicable data protection law, if any; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Data under APPI or any Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in Japan; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process the Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to

	the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access). This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
Singapore	By your participation in the Plan, you hereby consent to the collection, use and disclosure of your personal data which includes (but is not limited to): 1. terms and conditions of employment; 2. personal and emergency contact details; 3. remuneration details, bonus and share plan information; 4. taxation, banking and central provident fund details; and 5. any other information that you provide to the Company. The purposes for which the Company collects, uses and discloses this data is for use concerning the Plan and any collection, use and disclosure of such data will be in compliance with the Personal Data Protection Act 2012 of Singapore (the "PDPA"). For the purpose of the Plan, the Company may from time to time transfer your personal data to the following classes of persons (within or outside Singapore): 1. a related corporation as defined under the Companies Act 1967 of Singapore; 2. the Company's banks; 3. administrator of the Singapore Subsidiary's central provident fund scheme; 4. outside parties involved in a merger, acquisition or due diligence exercise; 5. parties involved in a dispute, litigation, investigation, proceedings or enquiry; 6. companies or third party service providers the Company engages to perform the functions listed above on the Company's behalf; 7. applicable regulators, governmental bodies, law enforcement agencies, courts and arbitral bodies, tax and customs authorities,

	supervisory bodies, or other industry recognized bodies located inside or outside Singapore as required by any applicable local or foreign law, rules and regulations, codes of practice or guidelines of any applicable jurisdiction or any governmental or regulatory authority in or outside Singapore; and 8. anyone you authorize. The above classes of persons are situated in Singapore as well as in locations where the Company has business operations and where its staff and data processing agents may perform duties for the Company. These locations include Europe, the Americas, and other Asia Pacific locations. For a detailed list of these locations, please refer to our website (www.livanova.com)In such cases, the Company will ensure that it complies with its obligations under the PDPA including to ensure that the recipient of your personal data is bound by legally enforceable obligations (in accordance with the applicable regulations of the PDPA) to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA. You must use all reasonable endeavours to keep the Company informed of any changes to your personal data. It is the Company's policy to retain certain personal data of the Singapore Holders even when they cease to be employed and such retention of personal data will be in accordance with applicable law. This data may be required for any residual Plan related activities such as allowing the Company to fulfil any of the Company's contractual or statutory obligations. To the extent applicable law allows, you may request access to, and correction of, your personal data in relation to the Plan. For any further information, please contact our Director of Total Global Awards. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
United States	Where the Participant is permanently located in the United States the following provision applies and supplements Section 5.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's Data, including personal data, as described in the Plan and any Award Agreement by and among, as applicable,

	the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award. 2. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company may cancel the Participant's ability to participate in the Plan or the Award and, at the Administrator's discretion, the Participant may forfeit any outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).

IMPORTANT NOTICES

European Union/ European Economic Area ("EU/EEA")

In relation to each Member State of the EEA, an offer to the public of any securities that comprise the RSUs (as defined below) (together "Securities") which are the subject of the offer contemplated by this Grant Notice (as defined below) may not be made in that Member State, except that an offer to the public in that Member State of any Securities may be made at any time under the following exemptions under the Prospectus Regulation: (a) where it is addressed solely to qualified investors as defined in the Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons per Member State (other than qualified investors as defined in the Prospectus Regulation); or (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of Securities shall require the Company (as defined below) to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

Italy

The offer of the RSUs is exempted from prospectus requirements under Italian securities law and, in particular, under Article 34-ter, paragraph 1, of the Italian Market Authority (CONSOB) Regulation No. 11971 of May 14, 1999. No person resident or located in Italy other than the original recipients of this document and any other document related to the RSUs may rely on such documents or their content.

Japan

Since the solicitation to the signatory hereof is considered a "Solicitation to a Small Number of Investors" under Article 23-13(4) of the Financial Instruments Exchange Act of Japan (the "FIEA"), notification under Article 4(1) of the FIEA has not been made.

Singapore

Each Participant is hereby advised that the Plan is not being registered under the Securities and Futures Act 2001 of Singapore on the basis that the grant of any RSUs to the Participant is exempt from the requirement to issue a prospectus on the basis that all Participants qualify as a "Qualifying Person" in accordance with Section 273(1)(i) and 273(4) of the Securities and Futures Act 2001 of Singapore.

United Kingdom

In relation to the United Kingdom, an offer to the public of any Securities which are the subject of the offer contemplated by this Grant Notice may not be made in the United Kingdom, except that

an offer to the public in the United Kingdom of any Securities may be made at any time under the following exemptions under the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA") (the "UK Prospectus Regulation"): (a) where it is addressed solely to qualified investors as defined in the UK Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons in the United Kingdom (other than qualified investors as defined in the UK Prospectus Regulation); or (c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 (as amended) ("FSMA"), provided that no such offer of Securities shall require the Company to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

This Grant Notice is only being distributed to and is only directed at persons who are employees or former employees of the Company or of another member of the same group as the Company and any persons falling within Article 60(2)(a) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") (such persons being referred to as "relevant persons"). All securities that comprise the RSUs (together "Securities") are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LIVANOVA PLC
2022 INCENTIVE AWARD PLAN
RESTRICTED STOCK UNIT AWARD GRANT NOTICE

LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company"), pursuant to its 2022 Incentive Award Plan (including where relevant the sub-plan for France), as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of restricted stock units (each, an "RSU", and collectively, the "RSUs") set forth below. The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Grant Notice (the "Grant Notice") and the Restricted Stock Unit Agreement attached hereto as Exhibit A (the "Agreement"), the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix") and the additional country-specific data protection information attached hereto as Exhibit C, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in (or by reference in) the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:	[_____]
Grant Date:	[_____]
Number of RSUs:	[_____]
Vesting Schedule:	Subject to the terms and conditions of this Agreement, the RSUs will vest as follows: [_____]

By clicking the "ACCEPT" button, the Participant and the Company agree to be bound by the terms and conditions of the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice all of which the Participant can access through a link from the Grant Notice. The Participant has reviewed the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting and agreeing to be bound by them, and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix, if applicable, and the Plan. Shares subject to RSUs that become vested will be distributed in accordance with the Agreement (including, without limitation, Section 2.4 of the Agreement). The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Foreign Appendix, if applicable or the Agreement.

By clicking "ACCEPT" you confirm that you understand and agree to be bound by the market sell order below. This will apply where the Company elects that any Tax Liability arising in respect of your RSUs shall be satisfied pursuant to Section 2.6(a)(v) of the Agreement with respect to any Shares then issuable to you pursuant to your RSUs.

I understand that by clicking "ACCEPT", I am instructing each broker-dealer who is a member of the Financial Industry Regulatory Authority and appointed by the Company from time to time for the purposes of this market sell order as my agent (the "Agent") to execute this order

to sell such number of Shares then issuable to me pursuant to my RSUs as is sufficient to (A) obtain cash for payment of any withholding taxes or other Tax Liability due as a result of the grant, vesting or settlement of my RSUs that the Company, Subsidiary or Employer is required or authorised, or reasonably believes it is required or authorised, to withhold, pay or account for (such amount being "Tax"), including any previously vested RSUs that are currently pending settlement or outstanding unvested RSUs; and (B) cover all applicable fees and commissions due to, or required to be collected by, the Agent with respect to such sale. Any residual cash after payment of the Tax, commissions and fees will be deposited into my brokerage account with the Agent.

The Agent may (A) execute my order in a single transaction or multiple transactions during the course of the trading day, or (B) aggregate my order with other orders for other sellers of Shares, execute them as a block or in multiple smaller transactions, and allocate an average price to each seller.

In addition, I acknowledge that it may not be possible to execute my order to sell Shares at the relevant time due to (A) a legal or contractual restriction applicable to me or the Agent, (B) a market disruption, or (C) Nasdaq rules governing order execution priority.

In the event of the Agent's inability to execute my order to sell Shares, I understand that I will continue to be responsible for the timely payment to the Company, Subsidiary or Employer (as applicable) of all Tax.

I understand that this order will not be accepted by the Agent, and my order will not be executed, until I open a brokerage account with the Agent. I also understand that this order will be executed in my brokerage account and will be subject to the terms and conditions that I agree to for that account. I permit the Agent to discuss with and disclose to the Company any information relating to my brokerage account for the purposes of this order.

I hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this order. I understand that the Agent is a third-party beneficiary of this order.

You must also check your W-9 or W-8 tax certification to confirm it will be in effect on the sale date(s). You can view the current status of your W-9 or W-8 o***n the Agent's platform.***

EXHIBIT A

TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE

RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Restricted Stock Unit Grant Notice (the "Grant Notice") to which this Restricted Stock Unit Award Agreement (this "Agreement") is attached, LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company") has granted to Participant Restricted Stock Units ("RSUs") under the Company's 2022 Incentive Award Plan (including where relevant the sub-plan for France), as amended from time to time (the "Plan") over the number of Shares set forth in the Grant Notice.

ARTICLE 1.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement:

(a) "Disability" shall be defined as in Participant's employment letter or agreement with the Company or a Subsidiary, as amended from time to time, or if Participant is not a party to such a letter or agreement or such letter or agreement does not contain such a definition, shall mean Participant's inability to engage in any substantial gainful activity by reason of any physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than 12 months, in each case, which has been determined by a registered medical professional, and subject to Applicable Law.

1.2 Incorporation of Terms of Plan and Foreign Appendix. The RSUs and the Shares issued to Participant hereunder are subject to the terms and conditions set forth in the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference, as well as this Agreement. In the event of any inconsistency between the Plan and/or this Agreement, the terms of the Plan shall control. In the event of any inconsistency between the Plan and/or this Agreement with the Foreign Appendix, the terms of the Foreign Appendix shall control.

ARTICLE 2.

GRANT OF RSUS AND DIVIDEND EQUIVALENTS

2.1 Grant of RSUs and Dividend Equivalents.

(a) In consideration of Participant's past and/or continued employment with the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of RSUs set forth in the Grant Notice, upon the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and, if applicable, the Foreign Appendix, subject to adjustment as provided in Section 12.2 of the Plan. Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.4(b), in either

case, at the times and subject to the conditions set forth herein. However, unless and until the RSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the RSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each RSU granted pursuant to the Grant Notice for all ordinary cash dividends which are paid to all or substantially all holders of the outstanding Shares between the Grant Date and the date when the applicable RSU is distributed or paid to Participant or is forfeited or expires. The Dividend Equivalents for each RSU shall be equal in value to the amount of cash which is paid as a dividend on one Share. All such Dividend Equivalents shall be credited to Participant in the form of additional RSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. Each additional RSU which results from such Dividend Equivalents granted hereunder shall be subject to the same vesting, distribution or payment, adjustment and other provisions which apply to the underlying RSU to which such additional RSU relates. In particular, Dividend Equivalents that are based on dividends paid prior to the vesting of the RSUs shall only be paid out to the Participant to the extent that the vesting conditions are subsequently satisfied and the RSUs vest.

2.2 Consideration to the Company. In consideration of the grant of the RSUs by the Company, Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan, the Grant Notice, the Foreign Appendix, if applicable or this Agreement shall confer upon Participant any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and the Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant.

2.3 Vesting of RSUs and Dividend Equivalents.

(a) Subject to Participant's continued employment with the Company or a Subsidiary on each applicable vesting date and subject to the terms of this Agreement, the RSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Each additional RSU which results from Dividend Equivalents pursuant to Section 2.1(b) hereof shall vest whenever the underlying RSU to which such additional RSU relates vests.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by this Section 2.3, the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all RSUs and Dividend Equivalents granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such RSUs and Dividend Equivalents which are not so vested shall lapse and expire.

(c) In the event a Participant incurs a Termination of Service due to an Approved Retirement, the Participant's outstanding RSUs will not be forfeited upon such Approved Retirement, but instead outstanding RSUs shall continue to vest on the date(s) set out

in the Grant Notice (provided all other terms which apply to the RSUs are met, including the terms regarding restricted activities set forth below).

"Approved Retirement" means a Termination of Service designated by the Committee, in its absolute discretion, as an Approved Retirement.

In exercising its discretion in designating a Termination of Service as an Approved Retirement, the Committee will strongly consider management recommendations based on each specific situation including the Participant's expressed commitment at the time of Termination of Service to cease any form of full-time paid work (including, but not limited to, self-employment; agency work; or employment), Participant's tenure of service and performance records throughout the Participant's employment or engagement by the Company or its Subsidiaries.

In the event the Company determines that a Participant who incurs a Termination of Service designated as an Approved Retirement commits a material breach of any fiduciary, confidentiality, non-disclosure, non-competition, non-solicitation, non-interference, non-disparagement obligations to the Company or its Subsidiaries (including without limitation, the Participant's engagement in any Prohibited Activities), any portion of the RSUs unvested at such time shall be immediately forfeited for no consideration. For the purposes of this Section 2.3(c), "Prohibited Activities" shall mean the activities that are prohibited pursuant to any confidentiality agreement or covenant not to compete, not to solicit or hire employees, not to solicit or disrupt business relations, not to disparage the Company, its Subsidiaries or any of its or their officers and employees or any similar restrictions set out in any employment, severance or other written agreement then in effect between the Participant and the Company or one of its Subsidiaries.

If no such agreement containing such restrictions is then in effect, the Participant will be deemed to be engaged in "Prohibited Activities" if the Participant, during the term of his or her employment or engagement or in the period during which any RSUs remain unvested following his or her Termination of Service, engages in any employment or business activities for him or herself or on behalf of any enterprise in any capacity or owns any interest in any entity which competes or is competitive with the business of the Company or any Subsidiary in any country in which the Company or its Subsidiaries operate, in each case with which the Participant has been materially involved or for which the Participant was responsible in the 12 months immediately before his or her Termination of Service.

(d) In the event of a Change in Control that occurs following the Grant Date, the RSUs, to the extent not forfeited or otherwise vested immediately prior to such Change in Control, shall become fully vested immediately prior to, but subject to the consummation of, such Change in Control, subject to the Participant's continuous employment with the Company or a Subsidiary through such Change in Control.

(e) In the event of Participant's Termination of Service due to Participant's death or Disability, the RSUs shall become fully vested upon such Termination of Service.

2.4 Distribution or Payment of RSUs.

(a) Participant's RSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section

2.4(b), in either case, as soon as administratively practicable following the vesting of the applicable RSU pursuant to Section 2.3 and the Grant Notice, and, in any event, within sixty (60) days following such vesting (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A of the Code). Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of RSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, provided that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and provided further that no payment or distribution shall be delayed under this Section 2.4(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company determines in its discretion that due to regulatory or administrative needs it will make payment of Participant's RSUs in cash, the amount of cash payable with respect to each RSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.4(a). All distributions made in Shares shall be made by the Company in the form of whole Shares, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

2.5 Conditions to Issuance of Shares. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.6 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company and its Subsidiaries, including, if different from the Company, Participant's Employer (the "Employer"), have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy any Tax Liability arising with respect to any taxable event concerning Participant pursuant to the Grant Notice or this Agreement (or otherwise pursuant to the Plan). Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability that the Company, Subsidiary or Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay, or account for, or enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any such Tax Liability including (but not limited) by way of payment or withholding in one or more of the forms specified below:

(i) by cash of or check for the relevant amount paid or made payable to the Company or the Employer (or other relevant Subsidiary) with respect to which the withholding obligation arises;

(ii) by withholding of the relevant amount from Participant's wages or other compensation payable to Participant by the Company or the Employer (or any other relevant Subsidiary), including (for the avoidance of doubt) any payment due to Participant pursuant to the RSUs;

(iii) by withholding Shares otherwise issuable pursuant to the RSUs or by withholding from proceeds of the sale of Shares issuable pursuant to the RSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent, in each case with such Shares having a then current Fair Market Value as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(iv) with the consent of the Administrator, by Participant tendering to the Company Shares having a then current Fair Market Value as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(v) through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to any Shares then issuable to Participant pursuant to the RSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Employer (or other relevant Subsidiary) with respect to which the Tax Liability arises in satisfaction of such Tax Liability; provided that payment of such proceeds is then made to the Company or the Employer (or other relevant Subsidiary) at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing or such other method as is determined by the Company or the Administrator.

(b) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the RSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of any Tax Liability, provided that no payment shall be delayed under this Section 2.6(b) if such delay would result in a violation of Section 409A.

(c) With respect to any Tax Liability arising in connection with the RSUs, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.6(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.6(a)(ii) or Section 2.6(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate.

(d) In the event any Tax Liability arising in connection with the RSUs will be satisfied under Section 2.6(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole

number of shares from those Shares then issuable to Participant pursuant to the RSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the relevant Tax Liability and to remit the proceeds of such sale to the Company, the Subsidiary or the Employer (as appropriate). Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.6(d). The Company may refuse to issue any Shares in settlement of the RSUs to Participant until the foregoing Tax Liability is satisfied, provided that no payment shall be delayed under this Section 2.6(d) if such delay will result in a violation of Section 409A.

(e) Participant is ultimately liable and responsible for and indemnifies and will keep indemnified the Company and each Subsidiary (including the Employer, if applicable) against any Tax Liability arising in connection with the RSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs. Neither the Company nor any Subsidiary (including the Employer, if applicable) makes any representation or undertaking regarding the treatment of any Tax Liability in connection with the awarding, vesting or distribution or payment of the RSUs, the receipt of any Dividend Equivalent or the subsequent sale of Shares. The Company and the Subsidiaries (including the Employer, if applicable) do not commit and are under no obligation to structure the RSUs to reduce or eliminate any Tax Liability or to achieve any particular tax result.

2.7 Rights as Shareholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a shareholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment shall be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12 of the Plan. Except as otherwise provided herein, after such issuance, recordation and delivery, Participant will have all the rights of a shareholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

2.8 Malus and Claw-Back. The grant of this Award is subject to the terms of the LivaNova Compensation Recoupment Policy, as it may provide from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require the Participant to repay or forfeit cash or equity awards, including this Award, or any ordinary shares or other cash or property received with respect to this and other awards, including any value received from a disposition of the ordinary shares acquired upon payment in respect of the awards.

ARTICLE 3.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, as are consistent therewith and to interpret, amend or

revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable.

3.2 RSUs Not Transferable. Without limiting the generality of any other provision hereof, the RSUs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

3.3 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12 of the Plan.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, the Foreign Appendix, if applicable, and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, provided however that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 10.3 of the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the RSUs (including RSUs which result from Dividend Equivalents), the Dividend Equivalents, the Grant Notice, the Foreign Appendix, if applicable, and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an Employee of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant. Neither the Plan, the Grant Notice, the Foreign Appendix, if applicable, nor this Agreement afford the Participant any rights to compensation or damages, including for loss of or potential loss that the Participant may suffer as a result of the termination of the Plan, lapse of the RSUs or the termination of the Participant's employment with the Company or any Subsidiary.

3.12 RSUs Not Part of Employment Compensation. The RSUs and the Shares subject to the RSUs are extraordinary items that do not constitute part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or affiliate of the Company. In addition, Participant acknowledges that by electronically signing the Grant Notice and this Agreement that the grant of the Award is at the Company's sole discretion based on the Plan, and does not entitle the Participant to further grant(s) of Awards, nor to claim for further grant(s) of Awards, in respect of the Plan or any other award(s) under any other plan or program maintained by the Company or any Subsidiary.

3.13 Data Protection. By electronically signing the Grant Notice and this Agreement, the Participant acknowledges and understands that the Company and its Subsidiaries (including the Participant's employer), as applicable, may hold certain personal information about the Participant (and, to the extent provided by the Participant, a Permitted Transferee or other beneficiary), including but not limited to, as applicable, name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares held in the Company or any of its Subsidiaries, details of all Awards or other entitlements to shares awarded, exercised, vested, unvested in the Participant's

favor, and, as the case may be, sensitive information pertaining to disability, in each case, for the purpose of implementing, managing and administering the Plan and the Award (the "Data"). The Participant understands that the Company and its Subsidiaries may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan and in connection with the Award, and the Company and its Subsidiaries may each further transfer the Data to any third party service providers where such service providers are providing necessary assistance, presently or in the future, to the Company and its Subsidiaries in the implementation, administration and management of the Plan or the Award (including the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares). These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. The Data related to the Participant (or the Permitted Transferee or other beneficiary) will be held only as long as is necessary to implement, administer, and manage the Participant's participation in the Plan. Where applicable, the Participant shall be responsible for obtaining Data from a Permitted Transferee or other beneficiary and will provide the Permitted Transferee or other beneficiary with such information about the processing of such Data as the Company or its Subsidiaries require and will obtain such Permitted Transferee's or beneficiary's consent in connection with the Company's and its Subsidiaries' processing of the Data before such Data is provided by the Participant to the Company or its subsidiaries. This Section 3.13 should be read in conjunction with Exhibit C, which sets out additional country-specific information applicable to a Participant where the Participant is permanently located in one of the jurisdictions set out therein.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company, the Subsidiaries and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice, the Foreign Appendix, if applicable, or this Agreement if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. Notwithstanding anything herein to the contrary, no provision of the Plan shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Participant or any other person to the Company or any of its Subsidiaries, employees or agents. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period

immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death).

3.16 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive Shares or cash as a general unsecured creditor with respect to the RSUs, as and when settled pursuant to the terms hereof.

3.18 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.19 Special Provisions for RSUs Granted to Participants Outside the U.S. If Participant performs services for the Company or any Subsidiary outside of the United States, the RSUs shall be subject to the special provisions, if any, for Participant's country of residence, as set forth in the Foreign Appendix.

(a) If Participant relocates to one of the countries included in the Foreign Appendix during the life of the RSUs, the special provisions for such country shall apply to Participant, as specified in the special provisions for the relevant country, or (if not so specified) to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

(b) The Company reserves the right to impose other requirements on this Award and any Shares received upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.20 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the satisfaction of any Tax Liability as provided in Section 2.6(a)(iii) or Section 2.6(d): (A) any Shares to be sold through a broker-assisted sale will be sold on the day the Tax Liability arises or as soon thereafter as practicable; (B) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the extent the proceeds of such sale exceed the applicable Tax Liability,

the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable Tax Liability; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable Tax Liability, Participant agrees to pay immediately upon demand to the Company or its Subsidiary (including the Employer, if applicable) with respect to which the Tax Liability arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's Tax Liability, or otherwise to enter into arrangements satisfactory to the Company and/or the relevant Subsidiary for payment of such remaining portion of the Tax Liability in accordance with the provisions of Section 2.6 above.

EXHIBIT B

TO RESTRICTED STOCK UNIT AWARD GRANT NOTICE
SPECIAL PROVISIONS FOR RESTRICTED STOCK UNITS
GRANTED TO PARTICIPANTS OUTSIDE THE U.S.

This Exhibit B includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Restricted Stock Unit Agreement (the "Agreement") and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement or the Plan, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

This Foreign Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of June 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSUs are settled or any Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

AUSTRALIA

A copy of the Plan is enclosed with this Grant Notice and Agreement.

The Plan, the Agreement and this Grant Notice do not constitute financial advice.

Any advice given by the Company in relation to the Grant Notice, the Agreement, the Plan, the RSUs or the Shares does not constitute financial advice and does not take into account your objectives, financial situation and needs. In considering the RSUs and the amount of cash and/or Shares that you will receive on vesting of the RSUs, you should consider the risk factors that could affect the performance of the Company and the value of RSUs and Shares, which value can increase or decrease from time to time, and the amount of any Tax Liability.

You should carefully consider these risks in light of your investment objectives, financial situation and particular needs (including financial and tax issues). You should seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to acquire RSUs or Shares.

How to calculate values in Australian dollars

Your RSUs will vest in accordance with the Grant Notice and the Agreement (which require certain conditions to be met) and are subject to a four year graded vesting schedule. The RSUs may result in Shares or cash being given to you, in accordance with the Grant Notice.

You will not be required to pay any amount for the RSUs or any Shares that will be issued to you upon vesting. However the amount of cash or number of Shares you receive will depend on the market price of Shares at the time and the amount of any Tax Liability in connection with the grant and vesting of the RSUs and the issue of any Shares.

You can ascertain the market price of a Share in the Company in United States Dollars ("USD") from time to time by visiting either:

- the Company's website (https://investor.livanova.com/stock-information/stock-quote-chart); or
- the Nasdaq website (http://www.nasdaq.com/symbol/livn).

To determine the market value of a Share in Australian Dollars ("AUD"), you will need to apply the prevailing USD: AUD exchange rate. For example, if the exchange rate is 1 USD: 1.5 AUD, and one share of Common Stock has a value of USD $1 on the Nasdaq, its equivalent value will be AUD $1.50.

BELGIUM

Definition of "Tax Liability" in Section 2.6 of this Agreement:

For the avoidance of doubt, the definition of "Tax Liability" as used in Section 2.6 of this Agreement shall not include the employer social security contributions (cotisations sociales patronales / sociale patronale bijdragen), nor any vacation pay that would be due.

The following section is inserted in Article 2 of this Agreement:

"2.9. Lock-up Period following Vesting of RSUs:

(a) When the RSUs are distributed in Shares pursuant to Section 2.4(a) of this Agreement, these Shares delivered to the Belgian Participant shall be subject to a two-year lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Belgian Participant will not be able to sell, encumber or otherwise transfer the Shares during this period.

(b) In the event that the Belgian Participant does not comply with Section 2.9(a) of this Agreement, the Belgian Participant will be responsible for reimbursing the Company (or, any Subsidiary or the Employer, as applicable) for any liability (for the avoidance of doubt, including but not limited to any Tax Liability and any (increase of) employer social security contributions), which it has or will incur as a result of such non-compliance to the greatest extent permitted by Applicable Law. The Participant agrees to indemnify and keep indemnified the Company (or, any Subsidiary or the Employer, as applicable) in respect of any such liability."

CANADA

Participant's RSUs shall be settled in Shares only (either in book-entry form or otherwise), unless the Administrator offers the Participant the right to receive cash in lieu of Shares and the Participant, in its discretion, so elects.

Section 3.11 to be amended with the following at the end of the last sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

Section 3.12 to be amended with the following at the end of the first sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

The following to be added as section 3.21:

> "The parties acknowledge having requested that the present Agreement and all related documents be drafted in English only. Les parties reconnaissent avoir demandé que le présent contrat et les documents joints soient rédigés en anglais seulement."

FRANCE

If the Participant is employed by a French Subsidiary (as defined in the sub-plan for France (the "French Sub-Plan")) and satisfies to the other conditions set in the French Sub-Plan (a "French Participant"), the terms and conditions provided in the French Sub-Plan will apply, in addition to the terms set out below.

Notwithstanding anything to the contrary in the Agreement, Participant's RSUs shall only be distributed in Shares (in book-entry form), and no portion of the Participant's RSUs shall be payable to the Participant in cash. Participant cannot benefit from any Dividend Equivalent provided for under Sections 2.1(b) and 2.3 of the Agreement.

The last two paragraphs of Section 2.3(c) and Sections 2.6(a)(iii) and (iv) of the Agreement are not applicable to French Participants. Section 2.6(e) of the Agreement shall not apply to the employer contribution (contribution patronale) applicable under article L. 137-13 of the French social security code and to the extent that article L. 242-14 of the French social security code might be applicable. For the avoidance of doubt, any sale of Shares to satisfy the payment of any Tax Liability shall occur only after the expiration of the Holding Period (as defined below), if any.

The following paragraph is inserted in Article 2 of the Agreement

2.9. Holding Period:

(a) In accordance with Section 6 of the French Sub-Plan, Shares delivered to the French Participant prior to the end of the second anniversary of the Grant Date cannot be transferred until after that second anniversary except:

- in case of death of the French Participant or in the event of the French Participant's disability of the second or third category (as determined in accordance with Article L 341-4 of the French Social Security Code), or

- in the event of the corporate transactions and under the conditions referred to under Article L 225-197-1, III of the French Commercial Code (Code de commerce), subject to complying with the rollover mechanisms set forth therein.

(b) In the event that the French Participant does not comply with Section 2.9(a) of the Agreement, the French Participant will be responsible for reimbursing the French Subsidiary for any Tax Liability which it has or will incur as a result of such non-compliance, excluding for the avoidance of doubt any employer social security contributions. The Participant agrees to indemnify and keep indemnified the French Subsidiary in respect of such a Tax Liability.

Any French Participant accepting an Award of Restricted Stock Units under this Agreement acknowledges in doing so that he or she is proficient in English and that he or she fully understands the terms and conditions thereof, as well as those of the Plan. Le Participant Français qui accepte une attribution gratuite d'actions dans le cadre de cet Accord reconnait qu'il ou elle maitrise l'anglais et qu'il ou elle comprend entièrement les termes et conditions de l'Accord ainsi que ceux du Plan.

GERMANY

Definition of "Tax Liability" in Section 2.6:

For the avoidance of doubt, the definition of "Tax Liability" shall not include the employer portions of the social security contributions.

The following sentence is inserted at Section 3.1 of the Agreement

"For the avoidance of doubt, the Administrator's decisions and interpretations shall be subject to reasonable discretion."

The heading of Section 3.12 shall be supplemented and read as follows:

"3.12 RSUs Not Part of Employment Compensation, No Legal Claim to Grant(s)."

ITALY

Section 2.4:

Unless otherwise determined by the Administrator, a Participant's RSUs shall only be distributed in Shares (either in book-entry form or otherwise), and no portion of the Participant's RSUs shall be payable to the Participant in cash.

Section 2.6:

For the avoidance of doubt, with specific reference to social security contributions, the notion of "Tax Liability" shall only include the portion of applicable social security contributions to be borne by the Participant.

JAPAN

There should be no requirement for your Employer in Japan to withhold the income tax and social security contributions on the amount taxable upon vesting of the RSUs or any portion thereof. Please note, however, that your Employer in Japan will report your vested RSUs to the Japanese tax authority by March 31 of the following year of the vesting.

You should report your vested RSUs in your individual income tax return and pay directly to the Japanese tax authorities the income tax liability with regard to your vested RSUs by the due date, which is usually March 15.

You should understand that RSUs and their underlying Shares (or any cash paid upon settlement of RSUs) are granted as an employee benefit and are not considered your salary in any circumstances.

SINGAPORE

The following section is inserted in Article 2 of this Agreement:

"2.9. Lock-up Period following Vesting of RSUs:

(a) When the RSUs are distributed in Shares pursuant to Section 2.4(a) of this Agreement, such Shares delivered to a Singapore Holder shall be subject to a six month lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Singapore Holder will not be able to sell, encumber or otherwise transfer the Shares during this period."

UNITED KINGDOM

The following paragraph is inserted as Section 2.6(f) of the Agreement where: (i) on the Grant Date, Participant is resident in the United Kingdom for tax purposes or performs some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom); or (ii) after the Grant Date, Participant becomes resident in the United Kingdom for tax purposes, or commences performing some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other than where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom), in which case the terms of this United Kingdom part of the Foreign Appendix shall be deemed to apply from the Grant Date:

"(i) Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability or enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any Tax Liability. This Section 2.6(f)(i) and the following Sections 2.6(f)(ii) and (iii) shall apply to any Tax Liability to the extent that the Company, any Subsidiary or the Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay or account for such Tax Liability, and Sections 2.6(f)(ii) and 2.6(f)(iii) shall be read accordingly.

(ii) Participant further irrevocably agrees that if Participant does not pay or the Employer or the Company does not withhold from Participant the full amount of any Tax Liability that Participant owes in connection with the grant, vesting or settlement of RSUs, the transfer or issue of Shares to Participant on vesting or settlement of RSUs, any restrictions applicable to Shares held by Participant ceasing to apply to those Shares, the disposal of any Shares, the release or assignment of RSUs for consideration, or the receipt of any other benefit in connection with the Award or the RSUs (the "Taxable Event") within ninety (90) days of the end of the UK tax year in which the Taxable Event occurs, or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 ("ITEPA 2003") (the "Due Date"), then the amount of any uncollected Tax Liability shall (unless the Company or (if different) the Employer determines otherwise at its discretion) constitute a loan owed by Participant to the Company or (if different) the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC") and will be immediately due and repayable by Participant, and the Company or the Employer (as appropriate) may recover it at any time thereafter by any of the means referred to in Section 2.6(a) of the Agreement. Participant also authorizes the Company to withhold the transfer of any Shares unless and until the loan is repaid in full.

(iii) Notwithstanding the foregoing, if Participant is a director or other officer of the Company or the Employer (including an executive officer of the Company), Participant will not be eligible for such a loan to cover any relevant uncollected Tax Liability. In that case, or in any other case where the Company or the Employer determines not to treat the amount of any uncollected Tax Liability as a loan in accordance with the preceding paragraph, the amount of any uncollected Tax Liability that is not collected from or paid by Participant by the Due Date will constitute a benefit to Participant on which additional income tax and National Insurance contributions ("NICs") will be payable. Participant shall be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime (unless the Company or the Employer has confirmed that such income tax has been accounted for through payroll) and for reimbursing the Company or the Employer (as applicable) for the value of any employee NICs due on this additional benefit which the Company and/or the Employer may recover from Participant at any time thereafter by any of the means referred to in Section 2.6(a) of the Agreement. For the avoidance of doubt, any references to NICs in the Agreement shall be deemed to include a reference to the United Kingdom tax known as the health and social care levy.

(iv) To the extent required by the Administrator or the Company (or, if different, the Employer), and subject to this being permitted by Applicable Law, the grant, vesting and/or settlement of the RSUs shall be conditional on:

(A) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate) pursuant to section 431(1) or 431(2) of ITEPA 2003 (or such other election as the Company or (if different) the Employer may direct for the same purpose) in respect of any Shares acquired (or to be acquired) on the grant, vesting and/or settlement of the relevant RSUs; and

(B) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate), made in accordance with paragraph 3B(1) of Schedule 1 of the UK Social Security Contributions and Benefits Act 1992, to transfer to Participant the liability for and secondary Class 1 (employer) NICs arising in respect of "relevant employment income" as defined in paragraph 3B(1A) of Schedule 1 of the Social Security Contributions and Benefits Act 1992."

EXHIBIT C

Additional Country-Specific Data Protection Information
Supplementing Section 3.13 of the Restricted Stock Unit Award Agreement

This Exhibit C, which is part of and supplements Section 3.13 of the Agreement, sets out additional country-specific data protection information required to be disclosed to a Participant who is located in any of the jurisdictions listed below.

Canada	Where the Participant is permanently located in Canada the following provision applies and supplements Section 3.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use, disclosure, and transfer, in electronic or other form, of the Participant's Data as described in the Plan and any Award Agreement by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award. 2. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers in the United States, European Union, or other jurisdictions that may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Canada to the United States, European Union, or other foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data in countries outside of your country of residence, including the United States, European Union, or other jurisdictions. 3. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company may cancel the Participant's ability to participate in the Plan or the Award and, at the Administrator's discretion, the Participant may forfeit any

	outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. 4. In addition to the foregoing, where the Participant is permanently located in Quebec the following provision applies and supplements Section 3.13 of the Agreement: 5. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers outside of Quebec including, but not limited to, in the United States, United Kingdom, European Union, Jersey, and in any other jurisdiction where the Company administers the Plan. These jurisdictions may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Quebec to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data outside of Quebec, to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing.
European Union ("EU")/European Economic Area ("EEA") and the United Kingdom ("UK")	Where the Participant is permanently located in the EU/EEA or the UK, the following provision applies and supplements Section 3.13 of the Agreement: The Participant understands and acknowledges that: 1. The data controller of the processing of Data related to implementation, administration and management of the Plan and the Award is the Company or its Subsidiaries (as applicable); 2. The legal basis for such processing of the Data (including any transfer of the Data as described in paragraph 3, below) is that the processing is necessary for the performance of a contract to which

	the Participant is a party (namely, this Agreement or any other Award Agreement); to the extent that it becomes necessary to process special categories of data, in particular as relates to disabilities, for the administration of the Plan or any Award, consent of the Participant will be sought; 3. Any transfer of the Data to a third party (including to the Plan Administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in EU/EEA or the UK) will be made subject to appropriate safeguards, in compliance with applicable data protection law, further details of which shall be provided on request; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Participant's Data under Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in the EU/EEA or the UK; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access). This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
Japan	Where the Participant is permanently located in the Japan, the following provision applies and supplements Section 3.13 of the Agreement: 1. The utilization purpose of the Data is to implement, administer and manage the Plan and the Award;

	2. The Company and its Subsidiaries may share the Data for the purpose described in paragraph 1 above. The Company (CEO: Damien McDonald, registered address: 20 Eastbourne Terrace, London, W2 6LG, United Kingdom) is the company responsible for the management of the Data; 3. Any transfer of the Data to a third party (including to the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of Japan, EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in Japan) will be made subject to appropriate safeguards, in compliance with the Act on the Protection of Personal Information (the "APPI") or other applicable data protection law, if any; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Data under APPI or any Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in Japan; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process the Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access). This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
Singapore	By your participation in the Plan, you hereby consent to the collection, use and disclosure of your personal data which includes (but is not limited to): 1. terms and conditions of employment; 2. personal and emergency contact details;

	3. remuneration details, bonus and share plan information; 4. taxation, banking and central provident fund details; and 5. any other information that you provide to the Company. The purposes for which the Company collects, uses and discloses this data is for use concerning the Plan and any collection, use and disclosure of such data will be in compliance with the Personal Data Protection Act 2012 of Singapore (the "PDPA"). For the purpose of the Plan, the Company may from time to time transfer your personal data to the following classes of persons (within or outside Singapore): 1. a related corporation as defined under the Companies Act 1967 of Singapore; 2. the Company's banks; 3. administrator of the Singapore Subsidiary's central provident fund scheme; 4. outside parties involved in a merger, acquisition or due diligence exercise; 5. parties involved in a dispute, litigation, investigation, proceedings or enquiry; 6. companies or third party service providers the Company engages to perform the functions listed above on the Company's behalf; 7. applicable regulators, governmental bodies, law enforcement agencies, courts and arbitral bodies, tax and customs authorities, supervisory bodies, or other industry recognized bodies located inside or outside Singapore as required by any applicable local or foreign law, rules and regulations, codes of practice or guidelines of any applicable jurisdiction or any governmental or regulatory authority in or outside Singapore; and 8. anyone you authorize. The above classes of persons are situated in Singapore as well as in locations where the Company has business operations and where its staff and data processing agents may perform duties for the Company. These locations include Europe, the Americas, and other Asia Pacific locations. For a detailed list of these locations, please refer to our website (www.livanova.com)In such cases, the Company will ensure that it complies with its obligations under the PDPA including to ensure that the recipient of your personal data is bound by legally enforceable obligations

	(in accordance with the applicable regulations of the PDPA) to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA. You must use all reasonable endeavours to keep the Company informed of any changes to your personal data. It is the Company's policy to retain certain personal data of the Singapore Holders even when they cease to be employed and such retention of personal data will be in accordance with applicable law. This data may be required for any residual Plan related activities such as allowing the Company to fulfil any of the Company's contractual or statutory obligations. To the extent applicable law allows, you may request access to, and correction of, your personal data in relation to the Plan. For any further information, please contact our Director of Total Global Awards. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
United States	Where the Participant is permanently located in the United States the following provision applies and supplements Section 5.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's Data, including personal data, as described in the Plan and any Award Agreement by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award. 2. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company may cancel the Participant's ability to participate in the Plan or the Award and, at the Administrator's discretion, the Participant may forfeit any

	outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).

IMPORTANT NOTICES

European Union/ European Economic Area ("EU/EEA")

In relation to each Member State of the EEA, an offer to the public of any securities that comprise the PSUs (as defined below) (together "Securities") which are the subject of the offer contemplated by this Grant Notice (as defined below) may not be made in that Member State, except that an offer to the public in that Member State of any Securities may be made at any time under the following exemptions under the Prospectus Regulation: (a) where it is addressed solely to qualified investors as defined in the Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons per Member State (other than qualified investors as defined in the Prospectus Regulation); or (c) in any other circumstances falling within Article 1(4) of the Prospectus Regulation, provided that no such offer of Securities shall require the Company (as defined below) to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

Italy

The offer of the PSUs is exempted from prospectus requirements under Italian securities law and, in particular, under Article 34-ter, paragraph 1, of the Italian Market Authority (CONSOB) Regulation No. 11971 of May 14, 1999. No person resident or located in Italy other than the original recipients of this document and any other document related to the PSUs may rely on such documents or their content.

Japan

Since the solicitation to the signatory hereof is considered a "Solicitation to a Small Number of Investors" under Article 23-13(4) of the Financial Instruments Exchange Act of Japan (the "FIEA"), notification under Article 4(1) of the FIEA has not been made.

Singapore

Each Participant is hereby advised that the Plan is not being registered under the Securities and Futures Act 2001 of Singapore on the basis that the grant of any PSUs to the Participant is exempt from the requirement to issue a prospectus on the basis that all Participants qualify as a "Qualifying Person" in accordance with Section 273(1)(i) and 273(4) of the Securities and Futures Act 2001 of Singapore.

United Kingdom

In relation to the United Kingdom, an offer to the public of any Securities which are the subject of the offer contemplated by this Grant Notice may not be made in the United Kingdom, except that

an offer to the public in the United Kingdom of any Securities may be made at any time under the following exemptions under the Prospectus Regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA") (the "UK Prospectus Regulation"): (a) where it is addressed solely to qualified investors as defined in the UK Prospectus Regulation; (b) where it is addressed to fewer than 150 natural or legal persons in the United Kingdom (other than qualified investors as defined in the UK Prospectus Regulation); or (c) in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 (as amended) ("FSMA"), provided that no such offer of Securities shall require the Company to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation. For these purposes, the expression an "offer to the public" in relation to any Securities in the United Kingdom means the communication in any form and by any means of sufficient information on the terms of the offer and any Securities to be offered so as to enable a recipient of such offer to decide to purchase any Securities, and the expression "Prospectus Regulation" means Regulation (EU) 2017/1129. These restrictions apply in addition to any other selling restrictions set out in this Grant Notice.

This Grant Notice is only being distributed to and is only directed at persons who are employees or former employees of the Company or of another member of the same group as the Company and any persons falling within Article 60(2)(a) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") (such persons being referred to as "relevant persons"). All securities that comprise the PSUs (together "Securities") are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such Securities will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LIVANOVA PLC
2022 INCENTIVE AWARD PLAN
PERFORMANCE STOCK UNIT AWARD GRANT NOTICE

LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company"), pursuant to its 2022 Incentive Award Plan, as amended from time to time (the "Plan"), hereby grants to the holder listed below ("Participant") the number of performance stock units (each, a "PSU", and collectively, the "PSUs") set forth below. The PSUs are subject to the terms and conditions set forth in this Performance Stock Unit Grant Notice (the "Grant Notice") and the Performance Stock Unit Agreement attached hereto as Exhibit A (the "Agreement"), the Plan and the special provisions for Participant's country of residence, if any, attached hereto as Exhibit B (the "Foreign Appendix") and the additional country-specific data protection information attached hereto as Exhibit C, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in (or by reference in) the Plan shall have the same defined meanings in this Grant Notice and the Agreement.

Participant:	[_____]
Grant Date:	[_____]
Number of PSUs:	[_____]
Vesting Schedule:	Subject to the terms and conditions of this Agreement, the PSUs will vest as follows: [_____]

By clicking the "ACCEPT" button, the Participant and the Company agree to be bound by the terms and conditions of the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice all of which the Participant can access through a link from the Grant Notice. The Participant has reviewed the Plan, the Agreement, the Foreign Appendix, if applicable, and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting and agreeing to be bound by them, and fully understands all provisions of this Grant Notice, the Agreement, the Foreign Appendix, if applicable, and the Plan. Shares subject to PSUs that become vested will be distributed in accordance with the Agreement (including, without limitation, Section 2.4 of the Agreement). The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice, the Foreign Appendix, if applicable or the Agreement.

By clicking "ACCEPT" you confirm that you understand and agree to be bound by the market sell order below. This will apply where the Company elects that any Tax Liability arising in respect of your PSUs shall be satisfied pursuant to Section 2.6(a)(v) of the Agreement with respect to any Shares then issuable to you pursuant to your PSUs.

I understand that by clicking "ACCEPT", I am instructing each broker-dealer who is a member of the Financial Industry Regulatory Authority and appointed by the Company from time to time for the purposes of this market sell order as my agent (the "Agent") to execute this order to sell such number of Shares then issuable to me pursuant to my PSUs as is sufficient to (A) obtain

cash for payment of any withholding taxes or other Tax Liability due as a result of the grant, vesting or settlement of my PSUs that the Company, Subsidiary or Employer is required or authorised, or reasonably believes it is required or authorised, to withhold, pay or account for (such amount being "Tax"), including any previously vested PSUs that are currently pending settlement or outstanding unvested PSUs; and (B) cover all applicable fees and commissions due to, or required to be collected by, the Agent with respect to such sale. Any residual cash after payment of the Tax, commissions and fees will be deposited into my brokerage account with the Agent.

The Agent may (A) execute my order in a single transaction or multiple transactions during the course of the trading day, or (B) aggregate my order with other orders for other sellers of Shares, execute them as a block or in multiple smaller transactions, and allocate an average price to each seller.

In addition, I acknowledge that it may not be possible to execute my order to sell Shares at the relevant time due to (A) a legal or contractual restriction applicable to me or the Agent, (B) a market disruption, or (C) Nasdaq rules governing order execution priority.

In the event of the Agent's inability to execute my order to sell Shares, I understand that I will continue to be responsible for the timely payment to the Company, Subsidiary or Employer (as applicable) of all Tax.

I understand that this order will not be accepted by the Agent, and my order will not be executed, until I open a brokerage account with the Agent. I also understand that this order will be executed in my brokerage account and will be subject to the terms and conditions that I agree to for that account. I permit the Agent to discuss with and disclose to the Company any information relating to my brokerage account for the purposes of this order.

I hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this order. I understand that the Agent is a third-party beneficiary of this order.

You must also check your W-9 or W-8 tax certification to confirm it will be in effect on the sale date(s). You can view the current status of your W-9 or W-8 ***on the Agent's platform.***

EXHIBIT A

TO PERFORMANCE STOCK UNIT AWARD GRANT NOTICE

PERFORMANCE STOCK UNIT AWARD AGREEMENT

Pursuant to the Performance Stock Unit Grant Notice (the "Grant Notice") to which this Performance Stock Unit Award Agreement (this "Agreement") is attached, LivaNova PLC, a public limited company incorporated under the laws of England and Wales (the "Company") has granted to Participant Performance Stock Units ("PSUs") under the Company's 2022 Incentive Award Plan, as amended from time to time (the "Plan") over the number of Shares set forth in the Grant Notice.

ARTICLE 1.

GENERAL

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice. For purposes of this Agreement:

(a) "Disability" shall be defined as in Participant's employment letter or agreement with the Company or a Subsidiary, as amended from time to time, or if Participant is not a party to such a letter or agreement or such letter or agreement does not contain such a definition, shall mean Participant's inability to engage in any substantial gainful activity by reason of any physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than 12 months, in each case, which has been determined by a registered medical professional, and subject to Applicable Law.

1.2 Incorporation of Terms of Plan and Foreign Appendix. The PSUs and the Shares issued to Participant hereunder are subject to the terms and conditions set forth in the Plan and the Foreign Appendix, if applicable, each of which is incorporated herein by reference, as well as this Agreement. In the event of any inconsistency between the Plan and/or this Agreement, the terms of the Plan shall control. In the event of any inconsistency between the Plan and/or this Agreement with the Foreign Appendix, the terms of the Foreign Appendix shall control.

ARTICLE 2.

GRANT OF PSUS AND DIVIDEND EQUIVALENTS

2.1 Grant of PSUs and Dividend Equivalents.

(a) In consideration of Participant's past and/or continued employment with the Company or a Subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company has granted to Participant the number of PSUs set forth in the Grant Notice, upon the terms and conditions set forth in this Agreement, the Grant Notice, the Plan and, if applicable, the Foreign Appendix, subject to adjustment as provided in Section 12.2 of the Plan. Each PSU represents the right to receive one Share or, at the option of the Company, an amount of cash as set forth in Section 2.4(b), in either

case, at the times and subject to the conditions set forth herein, including to the achievement in full of the relevant Performance Goals during the relevant Performance Period. However, unless and until the PSUs have vested, Participant will have no right to the payment of any Shares subject thereto. Prior to the actual delivery of any Shares, the PSUs will represent an unsecured obligation of the Company, payable only from the general assets of the Company.

(b) The Company hereby grants to Participant an Award of Dividend Equivalents with respect to each PSU granted pursuant to the Grant Notice for all ordinary cash dividends which are paid to all or substantially all holders of the outstanding Shares between the Grant Date and the date when the applicable PSU is distributed or paid to Participant or is forfeited or expires. The Dividend Equivalents for each PSU shall be equal in value to the amount of cash which is paid as a dividend on one Share. All such Dividend Equivalents shall be credited to Participant in the form of additional PSUs as of the date of payment of any such dividend based on the Fair Market Value of a Share on such date. Each additional PSU which results from such Dividend Equivalents granted hereunder shall be subject to the same vesting, distribution or payment, adjustment and other provisions which apply to the underlying PSU to which such additional PSU relates. In particular, Dividend Equivalents that are based on dividends paid prior to the vesting of the PSUs shall only be paid out to the Participant to the extent that the vesting conditions are subsequently satisfied and the PSUs vest.

2.2 Consideration to the Company. In consideration of the grant of the PSUs by the Company, Participant agrees to render faithful and efficient services to the Company or any Subsidiary. Nothing in the Plan, the Grant Notice, the Foreign Appendix, if applicable or this Agreement shall confer upon Participant any right to continue in the employ of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and the Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant.

2.3 Vesting of PSUs and Dividend Equivalents.

(a) Subject to Participant's continued employment with the Company or a Subsidiary on each applicable vesting date and subject to the terms of this Agreement, the PSUs shall vest in such amounts and at such times as are set forth in the Grant Notice. Each additional PSU which results from Dividend Equivalents pursuant to Section 2.1(b) hereof shall vest whenever the underlying PSU to which such additional PSU relates vests.

(b) In the event Participant incurs a Termination of Service, except as may be otherwise provided by this Section 2.3, the Administrator or as set forth in a written agreement between Participant and the Company, Participant shall immediately forfeit any and all PSUs and Dividend Equivalents granted under this Agreement which have not vested or do not vest on or prior to the date on which such Termination of Service occurs, and Participant's rights in any such PSUs and Dividend Equivalents which are not so vested shall lapse and expire.

(c) In the event a Participant incurs a Termination of Service due to an Approved Retirement, the Participant's outstanding PSUs will not be forfeited upon such

Approved Retirement, but instead outstanding PSUs shall continue to vest on the date(s) set out in the Grant Notice (provided all other terms which apply to the PSUs are met, including the terms regarding restricted activities set forth below).

"Approved Retirement" means a Termination of Service designated by the Committee, in its absolute discretion, as an Approved Retirement.

In exercising its discretion in designating a Termination of Service as an Approved Retirement, the Committee will strongly consider management recommendations based on each specific situation including the Participant's expressed commitment at the time of Termination of Service to cease any form of full-time paid work (including, but not limited to, self-employment; agency work; or employment), Participant's tenure of service and performance records throughout the Participant's employment or engagement by the Company or its Subsidiaries.

In the event the Company determines that a Participant who incurs a Termination of Service designated as an Approved Retirement commits a material breach of any fiduciary, confidentiality, non-disclosure, non-competition, non-solicitation, non-interference, non-disparagement obligations to the Company or its Subsidiaries (including without limitation, the Participant's engagement in any Prohibited Activities), any portion of the PSUs unvested at such time shall be immediately forfeited for no consideration. For the purposes of this Section 2.3.(c), "Prohibited Activities" shall mean the activities that are prohibited pursuant to any confidentiality agreement or covenant not to compete, not to solicit or hire employees, not to solicit or disrupt business relations, not to disparage the Company, its Subsidiaries or any of its or their officers and employees or any similar restrictions set out in any employment, severance or other written agreement then in effect between the Participant and the Company or one of its Subsidiaries.

If no such agreement containing such restrictions is then in effect, the Participant will be deemed to be engaged in "Prohibited Activities" if the Participant, during the term of his or her employment or engagement or in the period during which any PSUs remain unvested following his or her Termination of Service, engages in any employment or business activities for him or herself or on behalf of any enterprise in any capacity or owns any interest in any entity which competes or is competitive with the business of the Company or any Subsidiary in any country in which the Company or its Subsidiaries operate, in each case with which the Participant has been materially involved or for which the Participant was responsible in the 12 months immediately before his or her Termination of Service.

(d) In the event of a Change in Control where the PSUs (and the associated Dividend Equivalents) are not assumed or substituted by the successor corporation or parent or subsidiary of the successor corporation, then the PSUs (and the associated Dividend Equivalents), to the extent not forfeited or otherwise vested immediately prior to such Change in Control, shall become vested (assuming 100% achievement or funding, as applicable, as set forth in the Grant Notice) immediately prior to, but subject to the consummation of, such Change in Control, subject to the Participant's continuous employment with the Company or a Subsidiary through such Change in Control.

(e) In the event of Participant's Termination of Service due to Participant's death or Disability, the Administrator may in exercise of its discretion in Section 11.4 of the Plan,

determine that all or a portion of the Participant's outstanding PSUs shall not be forfeited upon such Termination of Service, but instead shall:

(i) continue to vest on the date(s) set out in the Grant Notice (in the Administrator's discretion, subject to the achievement in full of the relevant Performance Goals during the relevant Performance Period); or

(ii) become vested (assuming 100% achievement or funding, as applicable, as set forth in the Grant Notice) upon such Termination of Service,

taking into account such factors as the Administrator shall in its discretion consider appropriate including, but not limited to, the extent to which, on the date of such Participant's Termination of Service, the Performance Period has elapsed and the Performance Goals have been achieved or are expected to be achieved.

2.4 Distribution or Payment of PSUs.

(a) Participant's PSUs shall be distributed in Shares (either in book-entry form or otherwise) or, at the option of the Company, paid in an amount of cash as set forth in Section 2.4(b), in either case, as soon as administratively practicable following the vesting of the applicable PSU pursuant to Section 2.3 and the Grant Notice, and, in any event, within sixty (60) days following such vesting (for the avoidance of doubt, this deadline is intended to comply with the "short-term deferral" exemption from Section 409A of the Code). Notwithstanding the foregoing, the Company may delay a distribution or payment in settlement of PSUs if it reasonably determines that such payment or distribution will violate Federal securities laws or any other Applicable Law, provided that such distribution or payment shall be made at the earliest date at which the Company reasonably determines that the making of such distribution or payment will not cause such violation, as required by Treasury Regulation Section 1.409A-2(b)(7)(ii), and provided further that no payment or distribution shall be delayed under this Section 2.4(a) if such delay will result in a violation of Section 409A of the Code.

(b) In the event that the Company determines in its discretion that due to regulatory or administrative needs it will make payment of Participant's PSUs in cash, the amount of cash payable with respect to each PSU shall be equal to the Fair Market Value of a Share on the day immediately preceding the applicable distribution or payment date set forth in Section 2.4(a). All distributions made in Shares shall be made by the Company in the form of whole Shares, and any fractional share shall be distributed in cash in an amount equal to the value of such fractional share determined based on the Fair Market Value as of the date immediately preceding the date of such distribution.

2.5 Conditions to Issuance of Shares. The Company shall not be required to issue or deliver any certificate or certificates for any Shares or to cause any Shares to be held in book-entry form prior to the fulfillment of all of the following conditions: (a) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (b) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its absolute discretion, deem necessary or advisable, and (c) the

obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable.

2.6 Tax Withholding. Notwithstanding any other provision of this Agreement:

(a) The Company and its Subsidiaries, including, if different from the Company, Participant's Employer (the "Employer"), have the authority to deduct or withhold, or require Participant to remit to the Company or the applicable Subsidiary, an amount sufficient to satisfy any Tax Liability arising with respect to any taxable event concerning Participant pursuant to the Grant Notice or this Agreement (or otherwise pursuant to the Plan). Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability that the Company, Subsidiary or Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay, or account for, enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any such Tax Liability including (but not limited) by way of payment or withholding in one or more of the forms specified below:

(i) by cash of or check for the relevant amount paid or made payable to the Company or the Employer (or other relevant Subsidiary) with respect to which the withholding obligation arises;

(ii) by withholding of the relevant amount from Participant's wages or other compensation payable to Participant by the Company or the Employer (or any other relevant Subsidiary), including (for the avoidance of doubt) any payment due to Participant pursuant to the PSUs;

(iii) by withholding Shares otherwise issuable pursuant to the PSUs or by withholding from proceeds of the sale of Shares issuable pursuant to the PSUs either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization) without further consent, in each case with such Shares having a then current Fair Market Value as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(iv) with the consent of the Administrator, by Participant tendering to the Company Shares having a then current Fair Market Value as is sufficient to cover the amount necessary to satisfy the Tax Liability;

(v) through the delivery of a notice that Participant has placed a market sell order with a broker acceptable to the Company with respect to any Shares then issuable to Participant pursuant to the PSUs, and that the broker has been directed to pay a sufficient portion of the net proceeds of the sale to the Company or the Employer (or other relevant Subsidiary) with respect to which the Tax Liability arises in satisfaction of such Tax Liability; provided that payment of such proceeds is then made to the Company or the Employer (or other relevant Subsidiary) at such time as may be required by the Administrator, but in any event not later than the settlement of such sale; or

(vi) in any combination of the foregoing or such other method as is determined by the Company or the Administrator.

(b) The Company shall not be obligated to deliver any certificate representing Shares issuable with respect to the PSUs to, or to cause any such Shares to be held in book-entry form by, Participant or his or her legal representative unless and until Participant or his or her legal representative shall have paid or otherwise satisfied in full the amount of any Tax Liability, provided that no payment shall be delayed under this Section 2.6(b) if such delay would result in a violation of Section 409A.

(c) With respect to any Tax Liability arising in connection with the PSUs, in the event Participant fails to provide timely payment of all sums required pursuant to Section 2.6(a), the Company shall have the right and option, but not the obligation, to treat such failure as an election by Participant to satisfy all or any portion of Participant's required payment obligation pursuant to Section 2.6(a)(ii) or Section 2.6(a)(iii) above, or any combination of the foregoing as the Company may determine to be appropriate.

(d) In the event any Tax Liability arising in connection with the PSUs will be satisfied under Section 2.6(a)(iii), then the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on Participant's behalf a whole number of shares from those Shares then issuable to Participant pursuant to the PSUs as the Company determines to be appropriate to generate cash proceeds sufficient to satisfy the relevant Tax Liability and to remit the proceeds of such sale to the Company, the Subsidiary or the Employer (as appropriate). Participant's acceptance of this Award constitutes Participant's instruction and authorization to the Company and such brokerage firm to complete the transactions described in this Section 2.6(d). The Company may refuse to issue any Shares in settlement of the PSUs to Participant until the foregoing Tax Liability is satisfied, provided that no payment shall be delayed under this Section 2.6(d) if such delay will result in a violation of Section 409A.

(e) Participant is ultimately liable and responsible for and indemnifies and will keep indemnified the Company and each Subsidiary (including the Employer, if applicable) against any Tax Liability arising in connection with the PSUs, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs. Neither the Company nor any Subsidiary (including the Employer, if applicable) makes any representation or undertaking regarding the treatment of any Tax Liability in connection with the awarding, vesting or distribution or payment of the PSUs, the receipt of any Dividend Equivalent or the subsequent sale of Shares. The Company and the Subsidiaries (including the Employer, if applicable) do not commit and are under no obligation to structure the PSUs to reduce or eliminate any Tax Liability or to achieve any particular tax result.

2.7 Rights as Shareholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a shareholder of the Company, including, without limitation, voting rights and rights to dividends, in respect of any Shares deliverable hereunder unless and until certificates representing such Shares (which may be in book-entry form) have been issued and recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant (including through electronic delivery to a brokerage account). No adjustment shall be made for a dividend or other right for which the record date is prior to the date of such issuance, recordation and delivery, except as provided in Section 12 of the Plan. Except as otherwise provided herein, after such issuance, recordation and delivery,

Participant will have all the rights of a shareholder of the Company with respect to such Shares, including, without limitation, the right to receipt of dividends and distributions on such Shares.

2.8 Malus and Claw-Back. The grant of this Award is subject to the terms of the LivaNova Compensation Recoupment Policy, as it may provide from time to time, as well as any similar provisions of applicable law, any of which could in certain circumstances require the Participant to repay or forfeit cash or equity awards, including this Award, or any ordinary shares or other cash or property received with respect to this and other awards, including any value received from a disposition of the ordinary shares acquired upon payment in respect of the awards.

ARTICLE 3.

OTHER PROVISIONS

3.1 Administration. The Administrator shall have the power to interpret the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, and to adopt such rules for the administration, interpretation and application of the Plan, the Grant Notice, this Agreement and the Foreign Appendix, if applicable, as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator will be final and binding upon Participant, the Company and all other interested persons. To the extent allowable pursuant to Applicable Law, no member of the Committee or the Board will be personally liable for any action, determination or interpretation made with respect to the Plan, the Grant Notice, this Agreement or the Foreign Appendix, if applicable.

3.2 PSUs Not Transferable. Without limiting the generality of any other provision hereof, the PSUs shall be subject to the restrictions on transferability set forth in Section 10.3 of the Plan.

3.3 Adjustments. Participant acknowledges that the PSUs and the Shares subject to the PSUs are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan, including Section 12 of the Plan.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to Participant shall be addressed to Participant at Participant's last address reflected on the Company's records. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice shall be deemed duly given when sent via email or when sent by reputable overnight courier or by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

3.5 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

3.6 Governing Law. The laws of the State of Delaware shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.7 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice, the Foreign Appendix, if applicable, and this Agreement are intended to conform to the extent necessary with all Applicable Laws, including, without limitation, the provisions of the Securities Act and the Exchange Act, and any and all regulations and rules promulgated thereunder by the Securities and Exchange Commission, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the PSUs are granted, only in such a manner as to conform to Applicable Law. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to Applicable Law.

3.8 Amendment, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board, provided however that, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without the prior written consent of Participant.

3.9 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in Section 10.3 of the Plan, this Agreement shall be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

3.10 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the PSUs (including PSUs which result from Dividend Equivalents), the Dividend Equivalents, the Grant Notice, the Foreign Appendix, if applicable, and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by Applicable Law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.

3.11 Not a Contract of Employment. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as an Employee of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the employment of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise by Applicable Law or in a written agreement between the Company or a Subsidiary and Participant. Neither the Plan, the Grant Notice, the Foreign Appendix, if applicable, nor this Agreement afford the Participant any rights to compensation or damages, including for loss of or potential loss that the Participant may suffer as a result of the termination of the Plan, lapse of the PSUs or the termination of the Participant's employment with the Company or any Subsidiary.

3.12 PSUs Not Part of Employment Compensation. The PSUs and the Shares subject to the PSUs are extraordinary items that do not constitute part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation,

termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company, the employer, its parent, or any Subsidiary or affiliate of the Company. In addition, Participant acknowledges that by electronically signing the Grant Notice and this Agreement that the grant of the Award is at the Company's sole discretion based on the Plan, and does not entitle the Participant to further grant(s) of Awards, nor to claim for further grant(s) of Awards, in respect of the Plan or any other award(s) under any other plan or program maintained by the Company or any Subsidiary.

3.13 Data Protection. By electronically signing the Grant Notice and this Agreement, the Participant acknowledges and understands that the Company and its Subsidiaries (including the Participant's employer), as applicable, may hold certain personal information about the Participant (and, to the extent provided by the Participant, a Permitted Transferee or other beneficiary), including but not limited to, as applicable, name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares held in the Company or any of its Subsidiaries, details of all Awards or other entitlements to shares awarded, exercised, vested, unvested in the Participant's favor, and, as the case may be, sensitive information pertaining to disability, in each case, for the purpose of implementing, managing and administering the Plan and Awards (the "Data"). The Participant understands that the Company and its Subsidiaries may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of the Participant's participation in the Plan and in connection with any Award, and the Company and its Subsidiaries may each further transfer the Data to any third party service providers where such service providers are providing necessary assistance, presently or in the future, to the Company and its Subsidiaries in the implementation, administration and management of the Plan or the Award (including the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares). These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. The Data related to the Participant (or the Permitted Transferee or other beneficiary) will be held only as long as is necessary to implement, administer, and manage the Participant's participation in the Plan. Where applicable, the Participant shall be responsible for obtaining Data from a Permitted Transferee or other beneficiary and will provide the Permitted Transferee or other beneficiary with such information about the processing of such Data as the Company or its Subsidiaries require and will obtain such Permitted Transferee's or beneficiary's consent in connection with the Company's and its Subsidiaries' processing of the Data before such Data is provided by the Participant to the Company or its subsidiaries. This Section 3.13 should be read in conjunction with Exhibit C, which sets out additional country-specific information applicable to a Participant where the Participant is permanently located in one of the jurisdictions set out therein.

3.14 Entire Agreement. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company, the Subsidiaries and Participant with respect to the subject matter hereof.

3.15 Section 409A. This Award is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with any Department of

Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "Section 409A"). However, notwithstanding any other provision of the Plan, the Grant Notice, the Foreign Appendix, if applicable, or this Agreement if at any time the Administrator determines that this Award (or any portion thereof) may be subject to Section 409A, the Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify Participant or any other person for failure to do so) to adopt such amendments to the Plan, the Grant Notice or this Agreement, or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Administrator determines are necessary or appropriate for this Award either to be exempt from the application of Section 409A or to comply with the requirements of Section 409A. Notwithstanding anything herein to the contrary, no provision of the Plan shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from Participant or any other person to the Company or any of its Subsidiaries, employees or agents. Without limiting the foregoing and notwithstanding anything contained herein to the contrary, to the extent required in order to avoid an accelerated or additional tax under Section 409A, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to this Agreement during the six-month period immediately following the Participant's separation from service shall instead be paid on the first business day after the date that is six months following the Participant's separation from service (or, if earlier, the Participant's date of death).

3.16 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

3.17 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and shall not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant shall have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the PSUs and Dividend Equivalents, and rights no greater than the right to receive Shares or cash as a general unsecured creditor with respect to the PSUs, as and when settled pursuant to the terms hereof.

3.18 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which shall be deemed an original and all of which together shall constitute one instrument.

3.19 Special Provisions for PSUs Granted to Participants Outside the U.S. If Participant performs services for the Company or any Subsidiary outside of the United States, the PSUs shall be subject to the special provisions, if any, for Participant's country of residence, as set forth in the Foreign Appendix.

(a) If Participant relocates to one of the countries included in the Foreign Appendix during the life of the PSUs, the special provisions for such country shall apply to Participant, as specified in the special provisions for the relevant country or (if not so specified) to

the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

(b) The Company reserves the right to impose other requirements on this Award and any Shares received upon settlement of the PSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.20 Broker-Assisted Sales. In the event of any broker-assisted sale of Shares in connection with the satisfaction of any Tax Liability as provided in Section 2.6(a)(iii) or Section 2.6(d): (A) any Shares to be sold through a broker-assisted sale will be sold on the day the Tax Liability arises or as soon thereafter as practicable; (B) such Shares may be sold as part of a block trade with other participants in the Plan in which all participants receive an average price; (C) Participant will be responsible for all broker's fees and other costs of sale, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (D) to the extent the proceeds of such sale exceed the applicable Tax Liability, the Company agrees to pay such excess in cash to Participant as soon as reasonably practicable; (E) Participant acknowledges that the Company or its designee is under no obligation to arrange for such sale at any particular price, and that the proceeds of any such sale may not be sufficient to satisfy the applicable Tax Liability; and (F) in the event the proceeds of such sale are insufficient to satisfy the applicable Tax Liability, Participant agrees to pay immediately upon demand to the Company or its Subsidiary (including the Employer, if applicable) with respect to which the Tax Liability arises an amount in cash sufficient to satisfy any remaining portion of the Company's or the applicable Subsidiary's Tax Liability, or otherwise to enter into arrangements satisfactory to the Company and/or the relevant Subsidiary for payment of such remaining portion of the Tax Liability in accordance with the provisions of Section 2.6 above.

EXHIBIT B

TO PERFORMANCE STOCK UNIT AWARD GRANT NOTICE
SPECIAL PROVISIONS FOR PERFORMANCE STOCK UNITS

GRANTED TO PARTICIPANTS OUTSIDE THE U.S.

This Exhibit B includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Performance Stock Unit Agreement (the "Agreement") and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement or the Plan, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

This Foreign Appendix also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of June 2022. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the PSUs are settled or any Shares acquired under the Plan are sold.

In addition, the information is general in nature and may not apply to the particular situation of Participant, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation. Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, the information contained herein may not be applicable to Participant.

AUSTRALIA

A copy of the Plan is enclosed with this Grant Notice and Agreement.

The Plan, the Agreement and this Grant Notice do not constitute financial advice.

Any advice given by the Company in relation to the Grant Notice, the Agreement, the Plan, the PSUs or the Shares does not constitute financial advice and does not take into account your objectives, financial situation and needs. In considering the PSUs and the amount of cash and/or Shares that you will receive on vesting of the PSUs, you should consider the risk factors that could affect the performance of the Company and the value of PSUs and Shares, which value can increase or decrease from time to time, and the amount of any Tax Liability.

You should carefully consider these risks in light of your investment objectives, financial situation and particular needs (including financial and tax issues). You should seek professional guidance from your stockbroker, solicitor, accountant, financial adviser or other independent professional adviser before deciding whether to acquire PSUs or Shares.

How to calculate values in Australian dollars

Your PSUs will vest in accordance with the Grant Notice and the Agreement (which require certain conditions to be met) and are subject to a four year graded vesting schedule. The PSUs may result in Shares or cash being given to you, in accordance with the Grant Notice.

You will not be required to pay any amount for the PSUs or any Shares that will be issued to you upon vesting. However the amount of cash or number of Shares you receive will depend on the market price of Shares at the time and the amount of any Tax Liability in connection with the grant and vesting of the PSUs and the issue of any Shares.

You can ascertain the market price of a Share in the Company in United States Dollars ("USD") from time to time by visiting either:

- the Company's website (https://investor.livanova.com/stock-information/stock-quote-chart); or
- the Nasdaq website (http://www.nasdaq.com/symbol/livn).

To determine the market value of a Share in Australian Dollars ("AUD"), you will need to apply the prevailing USD : AUD exchange rate. For example, if the exchange rate is 1 USD : 1.5 AUD, and one share of Common Stock has a value of USD $1 on the Nasdaq, its equivalent value will be AUD $1.50.

BELGIUM

Definition of "Tax Liability" in Section 2.6 of this Agreement:

For the avoidance of doubt, the definition of "Tax Liability" as used in Section 2.6 of this Agreement shall not include the employer social security contributions (cotisations sociales patronales / sociale patronale bijdragen), nor any vacation pay that would be due.

The following section is inserted in Article 2 of this Agreement:

"2.9. Lock-up Period following Vesting of PSUs:

(a) When the PSUs are distributed in Shares pursuant to Section 2.4(a) of this Agreement, these Shares delivered to the Belgian Participant shall be subject to a two-year lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Belgian Participant will not be able to sell, encumber or otherwise transfer the Shares during this period.

(b) In the event that the Belgian Participant does not comply with Section 2.9(a) of this Agreement, the Belgian Participant will be responsible for reimbursing the Company (or, any Subsidiary or the Employer, as applicable) for any liability (for the avoidance of doubt, including but not limited to any Tax Liability and any (increase of) employer social security contributions), which it has or will incur as a result of such non-compliance to the greatest extent

permitted by Applicable Law. The Participant agrees to indemnify and keep indemnified the Company (or, any Subsidiary or the Employer, as applicable) in respect of any such liability."

CANADA

Participant's PSUs shall be settled in Shares only (either in book-entry form or otherwise), unless the Administrator offers the Participant the right to receive cash in lieu of Shares and the Participant, in its discretion, so elects.

Section 3.11 to be amended with the following at the end of the last sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

Section 3.12 to be amended with the following at the end of the first sentence of such section:

> ", subject only to the minimum entitlements under the Applicable Laws, including the applicable employment standards legislation."

The following to be added as Section 3.21:

> "The parties acknowledge having requested that the present Agreement and all related documents be drafted in English only. Les parties reconnaissent avoir demandé que le présent contrat et les documents joints soient rédigés en anglais seulement."

GERMANY

Definition of "Tax Liability" in Section 2.6:

For the avoidance of doubt, the definition of "Tax Liability" shall not include the employer portions of the social security contributions.

The following sentence is inserted at Section 3.1 of the Agreement

"For the avoidance of doubt, the Administrator's decisions and interpretations shall be subject to reasonable discretion."

The heading of Section 3.12 shall be supplemented and read as follows:

> "3.12 PSUs Not Part of Employment Compensation, No Legal Claim to Grant(s)."

ITALY

Section 2.4:

Unless otherwise determined by the Administrator, a Participant's PSUs shall only be distributed in Shares (either in book-entry form or otherwise), and no portion of the Participant's PSUs shall be payable to the Participant in cash.

Section 2.6:

For the avoidance of doubt, with specific reference to social security contributions, the notion of "Tax Liability" shall only include the portion of applicable social security contributions to be borne by the Participant.

JAPAN

There should be no requirement for your Employer in Japan to withhold the income tax and social security contributions on the amount taxable upon vesting of the PSUs or any portion thereof. Please note, however, that your Employer in Japan will report your vested PSUs to the Japanese tax authority by March 31 of the following year of the vesting.

You should report your vested PSUs in your individual income tax return and pay directly to the Japanese tax authorities the income tax liability with regard to your vested PSUs by the due date, which is usually March 15.

You should understand that PSUs and their underlying Shares (or any cash paid upon settlement of PSUs) are granted as an employee benefit and are not considered your salary in any circumstances.

SINGAPORE

The following section is inserted in Article 2 of this Agreement:

"2.9. Lock-up Period following Vesting of PSUs:

(c) When the PSUs are distributed in Shares pursuant to Section 2.4(a) of this Agreement, such Shares delivered to a Singapore Holder shall be subject to a six month lock-up period during which the Shares cannot be sold, encumbered or otherwise transferred, starting as of the moment of Vesting. As a consequence of this lock-up of the Shares, the Singapore Holder will not be able to sell, encumber or otherwise transfer the Shares during this period."

UNITED KINGDOM

The following paragraph is inserted as Section 2.6(f) of the Agreement where: (i) on the Grant Date, Participant is resident in the United Kingdom for tax purposes or performs some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom); or (ii) after the Grant Date, Participant becomes resident in the United Kingdom for tax purposes, or commences performing some or all of the duties of Participant's engagement with the Company (or any Subsidiary) in the United Kingdom (other than where such performance in the United Kingdom is not significant in scope and is incidental to duties performed by Participant outside the United Kingdom), in which case the terms of this United Kingdom part of the Foreign Appendix shall be deemed to apply from the Grant Date:

"(i) Participant irrevocably agrees to pay to the Company or (if different) the Employer the amount of any Tax Liability or enter into arrangements to the satisfaction of the Company or the Employer (as appropriate) for payment of any Tax Liability. This Section 2.6(f)(i) and the following Sections 2.6(f)(ii) and (iii) shall apply to any Tax Liability to the extent that the Company, any Subsidiary or the Employer is required or authorized, or reasonably believes it is required or authorized, to withhold, pay or account for such Tax Liability, and Sections 2.6(f)(ii) and 2.6(f)(iii) shall be read accordingly.

(ii) Participant further irrevocably agrees that if Participant does not pay or the Employer or the Company does not withhold from Participant the full amount of any Tax Liability that Participant owes in connection with the grant, vesting or settlement of PSUs, the transfer or issue of Shares to Participant on vesting or settlement of PSUs, any restrictions applicable to Shares held by Participant ceasing to apply to those Shares, the disposal of any Shares, the release or assignment of PSUs for consideration, or the receipt of any other benefit in connection with the Award or the PSUs (the "Taxable Event") within ninety (90) days of the end of the UK tax year in which the Taxable Event occurs, or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 ("ITEPA 2003") (the "Due Date"), then the amount of any uncollected Tax Liability shall (unless the Company or (if different) the Employer determines otherwise at its discretion) constitute a loan owed by Participant to the Company or (if different) the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current official rate of Her Majesty's Revenue and Customs ("HMRC") and will be immediately due and repayable by Participant, and the Company or the Employer (as appropriate) may recover it at any time thereafter by any of the means referred to in Section 2.6(a) of the Agreement. Participant also authorizes the Company to withhold the transfer of any Shares unless and until the loan is repaid in full.

(iii) Notwithstanding the foregoing, if Participant is a director or other officer of the Company or the Employer (including an executive officer of the Company), Participant will not be eligible for such a loan to cover any relevant uncollected Tax Liability. In that case, or in any other case where the Company or the Employer determines not to treat the amount of any uncollected Tax Liability as a loan in accordance with the preceding paragraph, the amount of any uncollected Tax Liability that are not collected from or paid by Participant by the Due Date will constitute a benefit to Participant on which additional income tax and National Insurance contributions ("NICs") will be payable. Participant shall be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime (unless the Company or the Employer has confirmed that such income tax has been accounted for through payroll) and for reimbursing the Company or the Employer (as applicable) for the value of any employee NICs due on this additional benefit which the Company and/or the Employer may recover from Participant at any time thereafter by any of the means referred to in Section 2.6(a) of the Agreement. For the avoidance of doubt, any references to NICs in the Agreement shall be deemed to include a reference to the United Kingdom tax known as the health and social care levy.

(iv) To the extent required by the Administrator or the Company (or, if different, the Employer), and subject to this being permitted by Applicable Law, the grant, vesting and/or settlement of the PSUs shall be conditional on:

(A) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate) pursuant to section 431(1) or 431(2) of ITEPA 2003 (or such other election as the Company or (if different) the Employer may direct for the same purpose) in respect of any Shares acquired (or to be acquired) on the grant, vesting and/or settlement of the relevant PSUs; and

(B) Participant entering into a joint election with the Company or (if different) the Employer (as appropriate), made in accordance with paragraph 3B(1) of Schedule 1 of the UK Social Security Contributions and Benefits Act 1992, to transfer to Participant the liability for and secondary Class 1 (employer) NICs arising in respect of "relevant employment income" as defined in paragraph 3B(1A) of Schedule 1 of the Social Security Contributions and Benefits Act 1992."

EXHIBIT C

Additional Country-Specific Data Protection Information
Supplementing Section 3.13 of the Performance Stock Unit Award Agreement

This Exhibit C, which is part of and supplements Section 3.13 of the Agreement, sets out additional country-specific data protection information required to be disclosed to a Participant who is located in any of the jurisdictions listed below.

Canada	Where the Participant is permanently located in Canada the following provision applies and supplements Section 3.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use, disclosure, and transfer, in electronic or other form, of the Participant's Data as described in the Plan and any Award Agreement by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award. 2. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers in the United States, European Union, or other jurisdictions that may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Canada to the United States, European Union, or other foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data in countries outside of your country of residence, including the United States, European Union, or other jurisdictions. 3. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company may cancel the Participant's ability to participate in the Plan or the Award and, at the

	Administrator's discretion, the Participant may forfeit any outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. 4. In addition to the foregoing, where the Participant is permanently located in Quebec the following provision applies and supplements Section 3.13 of the Agreement: 5. 5. The Participant understands and acknowledges that the Participant's Data may be stored and processed by the Company and its Subsidiaries and their service providers outside of Quebec including, but not limited to, in the United States, United Kingdom, European Union, Jersey, and in any other jurisdiction where the Company administers the Plan. These jurisdictions may not have data protection or other laws that are as protective as in your country of residence. In the event that Data is transferred outside of Quebec to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. By participating in the Plan or the Award, the Participant consent to the transfer, processing and storage of their Data outside of Quebec, to jurisdictions including, but not limited to, the United States, United Kingdom, European Union, Jersey, and any other jurisdiction where the Company administers the Plan. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing.
European Union ("EU")/**European** Economic Area **("EEA") and the** United Kingdom ("UK")	Where the Participant is permanently located in the EU/EEA or the UK, the following provision applies and supplements Section 3.13 of the Agreement: The Participant understands and acknowledges that: 1. The data controller of the processing of Data related to implementation, administration and management of the Plan and the Award is the Company or its Subsidiaries (as applicable);

	2. The legal basis for such processing of the Data (including any transfer of the Data as described in paragraph 3, below) is that the processing is necessary for the performance of a contract to which the Participant is a party (namely, this Agreement or any other Award Agreement); to the extent that it becomes necessary to process special categories of data, in particular as relates to disabilities, for the administration of the Plan or any Award, consent of the Participant will be sought; 3. Any transfer of the Data to a third party (including to the Plan Administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in EU/EEA or the UK) will be made subject to appropriate safeguards, in compliance with applicable data protection law, further details of which shall be provided on request; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Participant's Data under Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in the EU/EEA or the UK; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access). This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).

Japan	Where the Participant is permanently located in the Japan, the following provision applies and supplements Section 3.13 of the Agreement: 1. The utilization purpose of the Data is to implement, administer and manage the Plan and the Award; 2. The Company and its Subsidiaries may share the Data for the purpose described in paragraph 1 above. The Company (CEO: Damien McDonald, registered address: 20 Eastbourne Terrace, London, W2 6LG, United Kingdom) is the company responsible for the management of the Data; 3. Any transfer of the Data to a third party (including to the Plan administrator or a broker or other third party with whom the Company or any of its Subsidiaries or the Participant may elect to deposit any Shares) located in a jurisdiction outside of Japan, EU/EEA or the UK (where such jurisdiction has not been deemed "adequate" for the purpose of the laws applicable to the protection of personal data in Japan) will be made subject to appropriate safeguards, in compliance with the Act on the Protection of Personal Information (the "APPI") or other applicable data protection law, if any; 4. The Participant may, at any time, access the Participant's Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data without cost or exercise any other rights the Participant may have in relation to the Data under APPI or any Applicable Law, including the right, in certain circumstances, to object to or restrict processing or request that data be erased, or the right to make a complaint to a data protection regulator in Japan; 5. In the event that the Company or its Subsidiaries (as applicable) are unable to process the Data as is required for the purpose of administering, managing, or implementing the Plan of this Award, it may not be possible for the Participant to participate in the Plan or Award; 6. Queries or requests regarding the Participant's Data or the processing of such Data in connection with the Plan or this Award can be made to the Company's representative relating to the Plan, who may be contacted through the LivaNova Data Protection Portal (subject access).

	This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
Singapore	By your participation in the Plan, you hereby consent to the collection, use and disclosure of your personal data which includes (but is not limited to): 1. terms and conditions of employment; 2. personal and emergency contact details; 3. remuneration details, bonus and share plan information; 4. taxation, banking and central provident fund details; and 5. any other information that you provide to the Company. The purposes for which the Company collects, uses and discloses this data is for use concerning the Plan and any collection, use and disclosure of such data will be in compliance with the Personal Data Protection Act 2012 of Singapore (the "PDPA"). For the purpose of the Plan, the Company may from time to time transfer your personal data to the following classes of persons (within or outside Singapore): 1. a related corporation as defined under the Companies Act 1967 of Singapore; 2. the Company's banks; 3. administrator of the Singapore Subsidiary's central provident fund scheme; 4. outside parties involved in a merger, acquisition or due diligence exercise; 5. parties involved in a dispute, litigation, investigation, proceedings or enquiry; 6. companies or third party service providers the Company engages to perform the functions listed above on the Company's behalf; 7. applicable regulators, governmental bodies, law enforcement agencies, courts and arbitral bodies, tax and customs authorities, supervisory bodies, or other industry recognized bodies located inside or outside Singapore as required by any applicable local or foreign law, rules and regulations, codes of practice or guidelines

	of any applicable jurisdiction or any governmental or regulatory authority in or outside Singapore; and 8. anyone you authorize. The above classes of persons are situated in Singapore as well as in locations where the Company has business operations and where its staff and data processing agents may perform duties for the Company. These locations include Europe, the Americas, and other Asia Pacific locations. For a detailed list of these locations, please refer to our website (www.livanova.com)In such cases, the Company will ensure that it complies with its obligations under the PDPA including to ensure that the recipient of your personal data is bound by legally enforceable obligations (in accordance with the applicable regulations of the PDPA) to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the PDPA. You must use all reasonable endeavours to keep the Company informed of any changes to your personal data. It is the Company's policy to retain certain personal data of the Singapore Holders even when they cease to be employed and such retention of personal data will be in accordance with applicable law. This data may be required for any residual Plan related activities such as allowing the Company to fulfil any of the Company's contractual or statutory obligations. To the extent applicable law allows, you may request access to, and correction of, your personal data in relation to the Plan. For any further information, please contact our Director of Total Global Awards. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).
United States	Where the Participant is permanently located in the United States the following provision applies and supplements Section 5.13 of the Agreement: 1. The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's Data, including personal data, as described in the Plan and any Award Agreement by and among, as applicable, the Company and its Subsidiaries for the purpose of implementing, administering and managing the Participant's participation in the Plan or the Award.

	2. The Participant authorizes the Company, its Subsidiaries, and any third parties assisting, presently or in the future, the Company and its Subsidiaries in the implementation, administration and management of the Plan, to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan. Further, the Participant understands that he or she is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke his or her consent, or instructs the Company or its Subsidiaries to cease the processing of the Data, the only adverse consequence is that the Company may cancel the Participant's ability to participate in the Plan or the Award and, at the Administrator's discretion, the Participant may forfeit any outstanding Awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect the Participant's ability to participate in the Plan or the Awards. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may consult the Company's relevant privacy policies or contact his or her local human resources representative. This information is supplemental to and should be read in conjunction with the Notice on Employee Data Processing (which may be updated from time to time and is currently located on the LivaNova Data Protection Portal).

EXHIBIT D

Amendment to Outstanding 2021 and 2022 Performance Stock Unit Awards under the LivaNova PLC 2015 Incentive Award Plan

This amendment (the "Amendment"), dated as of June ____, 2022, hereby modifies each 2021 and 2022 performance stock unit ("PSU") award agreement evidencing a currently outstanding PSU award under the LivaNova PLC 2015 Incentive Award Plan (as permitted pursuant to Section 11.7 of the LivaNova PLC 2015 Incentive Award Plan) as follows:

1. Section 2.2(d) of each outstanding PSU award agreement is hereby deleted and replaced with the following:

   "PSUs (and the associated Dividend Equivalents), to the extent not forfeited or otherwise vested immediately prior to the occurrence of a Change in Control, may be assumed or an equivalent Award substituted by the successor corporation or a parent or subsidiary of the successor corporation, subject to the Participant's continuous employment with the Company or a Subsidiary through such Change in Control. For purposes of this Section 2.2(d), the PSUs (and the associated Dividend Equivalents) shall be considered assumed or substituted if, following the Change in Control, the applicable assumed or substituted Award (i) meets the requirements set forth in Section 13.2(f) of the Sub-Plan and (ii) the Performance Criteria and Performance Goals applicable to the PSUs (as set forth in the Grant Notice) as of immediately prior to the Change in Control are equitably adjusted in connection with such Change in Control as determined to be appropriate by the Administrator in its sole discretion."

2. A new Section 2.2(e) shall be added to each outstanding PSU award agreement and shall read as follows:

   "In the event of a Change in Control where the PSUs (and the associated Dividend Equivalents) are not assumed or substituted by the successor corporation or parent or subsidiary of the successor corporation, then the PSUs (and the associated Dividend Equivalents), to the extent not forfeited or otherwise vested immediately prior to such Change in Control, shall become vested (assuming 100% achievement or funding, as applicable, as set forth in the Grant Notice) immediately prior to, but subject to the consummation of, such Change in Control, subject to the Participant's continuous employment with the Company or a Subsidiary through such Change in Control."

3. Except as expressly amended by this Amendment, all terms and conditions of the Plan and the outstanding Awards thereunder shall remain in full force and effect.

4. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

LIVANOVA PLC

/s/ Trui Hebbelinck

Name:
Title:

EXHIBIT E

Amendment to
Relevant 2020, 2021 and 2022 Restricted Stock Unit Awards
under the LivaNova PLC 2015 Incentive Award Plan

This amendment (the "Amendment"), dated as of June ____, 2022, hereby modifies each relevant 2020, 2021 and 2022 service-based restricted stock unit ("RSU") award agreement evidencing a currently outstanding RSU award under the LivaNova PLC 2015 Incentive Award Plan (as permitted pursuant to Section 11.7 of the LivaNova PLC 2015 Incentive Award Plan) as follows:

1. Section 2.2(d) of each outstanding RSU award agreement is hereby deleted and replaced with the following:

   "In the event of a Change in Control that occurs following the Grant Date, the RSUs, to the extent not forfeited or otherwise vested immediately prior to such Change in Control, shall become fully vested immediately prior to, but subject to the consummation of, such Change in Control, subject to the Participant's continuous employment with the Company or a Subsidiary through such Change in Control."

2. Except as expressly amended by this Amendment, all terms and conditions of the Plan and the outstanding Awards thereunder shall remain in full force and effect.

3. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

LIVANOVA PLC

/s/ Trui Hebbelinck

Name:
Title:

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Damien McDonald, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of LivaNova PLC and its consolidated subsidiaries;

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 Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")) and internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) 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: August 3, 2022

/s/ DAMIEN MCDONALD
Damien McDonald
Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Alex Shvartsburg, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2022 of LivaNova PLC and its consolidated subsidiaries;

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 Rules 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934 (the "Exchange Act")) and internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) 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: August 3, 2022

/s/ ALEX SHVARTSBURG
Alex Shvartsburg
Chief Financial Officer
(Principal Accounting and Financial Officer)

EXHIBIT 32.1

CERTIFICATION OF THE

CHIEF EXECUTIVE OFFICER AND

CHIEF FINANCIAL OFFICER

OF LIVANOVA PLC

PURSUANT TO 18 U.S.C. SECTION 1350

AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Each of Damien McDonald, Chief Executive Officer of LivaNova PLC (the "Company"), and Alex Shvartsburg, Chief Financial Officer of the Company, each hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

(a) the Quarterly Report on Form 10-Q of the Company and its consolidated subsidiaries for the quarterly period ended June 30, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(b) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 3, 2022

/s/ DAMIEN MCDONALD
Damien McDonald
Chief Executive Officer
(Principal Executive Officer)

/s/ ALEX SHVARTSBURG
Alex Shvartsburg
Chief Financial Officer
(Principal Accounting and Financial Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as a part of this report or on a separate disclosure document.