
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K**

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) **February 15, 2022**

NEURONETICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

001-38546
(Commission File Number)

33-1051425
(I.R.S. Employer Identification No.)

3222 Phoenixville Pike, Malvern, PA
(Address of principal executive offices)

19355
(Zip Code)

Registrant's telephone number, including area code **(610) 640-4202**

(Former name or former address, if changed since last report.) **Not applicable.**

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

<u>Title of each class</u>	<u>Trading Symbol (s)</u>	<u>Name on each exchange on which registered</u>
Common Stock (\$0.01 par value)	STIM	The Nasdaq Global Market

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

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On February 15, 2022, Neuronetics, Inc. (the “Company”) entered into that certain Third Amendment to Loan and Security Agreement (the “Amendment”) with SLR Investment Corp. (formerly known as Solar Capital Ltd.) (“Solar”), as collateral agent, and the lenders listed on the signature pages thereto (“Lenders”). The Amendment amends that certain Loan and Security Agreement, dated March 2, 2020 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of April 20, 2020, that certain Second Amendment to Loan and Security Agreement, dated as of December 2, 2020 and as further amended, restated, supplemented or modified time to time prior to the Amendment, the “Solar Facility”), by and among the Company, Solar, as collateral agent, and the Lenders.

The Amendment (i) waived any default under the Solar Facility that resulted from the Company’s failure to comply with the minimum monthly trailing twelve months net product revenue financial covenant, beginning with the testing period for the calendar month ending December 31, 2021 and continuing to the date of the Amendment (the “Specified Default”); (ii) decreased the amount of trailing twelve months net product revenue that the Company is required to achieve, for testing periods on and from the calendar month ending January 31, 2022; (iii) modified the definition of “Fourth Draw Period” with respect to the Company’s ability to borrow a Term D Loan portion of the Solar Facility, such that after giving effect to the Amendment, the Term D Loan portion of the Solar Facility is no longer available to be drawn by the Company; and (iv) modified the definition of “I/O Extension Conditions” to allow commencement of loan principal amortization under the Solar Facility to be extended to March 1, 2023, notwithstanding the Specified Default.

The foregoing summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth in Item 1.01 of the Current Report on Form 8-K is hereby incorporated by reference.

Item 7.01. Regulation FD Disclosure.

On February 22, 2022, the Company issued a press release announcing the Company’s entry into the Amendment. A copy of such press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1†	Third Amendment to Loan and Security Agreement, dated February 15, 2022, by and among SLR Investment Corp. (formerly known as Solar Capital Ltd.), as collateral agent, the lenders listed on the signature pages thereto, and Neuronetics, Inc.
99.1	Press Release of Neuronetics, Inc., dated February 22, 2022.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Certain portions of the Amendment have been omitted to preserve the confidentiality of such information. The Company will furnish copies of any such information to the Securities and Exchange Commission upon request.

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 hereunto duly authorized.

NEURONETICS, INC.

(Registrant)

Date: February 22, 2022

By: /s/ Stephen Furlong

Name: Stephen Furlong

Title: SVP, Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

Neuronetics

CERTAIN INFORMATION IDENTIFIED WITH THE MARK “[*]” HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE SUCH INFORMATION IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.**

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS **THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT** (this “**Amendment**”), dated as of February 15, 2022 (the “**Third Amendment Effective Date**”), is made by and among Neuronetics, Inc., a Delaware corporation (the “**Borrower**”), SLR Investment Corp. (formerly known as Solar Capital Ltd.) (“**Solar**”), in its capacity as collateral agent (together with its successors and assigns, in such capacity, “**Collateral Agent**”) and the Lenders listed on the signature pages hereto or otherwise a party to the Loan and Security Agreement (as defined below) from time to time including Solar in its capacity as a Lender (each a “**Lender**” and collectively, the “**Lenders**”).

The Borrower, the Lenders and Collateral Agent are parties to a Loan and Security Agreement dated as of March 2, 2020 (as amended by that certain First Amendment to Loan and Security Agreement, dated as of April 20, 2020, that certain Second Amendment to Loan and Security Agreement, dated as of December 2, 2020, and as further amended, restated, supplemented or modified from time to time prior to the Third Amendment Effective Date, the “**Loan and Security Agreement**”).

The Borrower has failed to comply with Section 7.13(b) of the Loan and Security Agreement for the calendar month ending December 31, 2021 and continuing to the date hereof (the “**Specified Default**”). The Collateral Agent and the Lenders were provided with notice of such Specified Default in accordance with Section 6.2(a)(xi) of the Loan and Security Agreement. The Borrower has requested that Collateral Agent and the Lenders agree to waive the Specified Default and their rights and remedies against the Borrower with respect to the Specified Default. Although Collateral Agent and the Lenders are under no obligation to do so, they have agreed to such requests, subject to the terms and conditions hereof.

The Borrower, Collateral Agent, and the Lenders acknowledge that the Borrower has not satisfied the Fourth Draw Conditions on or prior to the Third Amendment Effective Date.

The Borrower has requested that the Lenders (a) waive the Specified Default under the Loan and Security Agreement, and (b) agree to certain amendments to the Loan and Security Agreement, each in accordance with the terms of this Amendment. The Lenders have agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Interpretation.** The rules of interpretation set forth in Section 1.1 of the Loan and Security Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2 Waiver of Specified Default.

(a) Effective as of the Third Amendment Effective Date (and subject to the satisfaction or waiver of the conditions set forth in Section 4 hereof), Collateral Agent and the Lenders hereby waive the Specified Default. Collateral Agent’s and the Lenders’ waiver of the Specified Default shall apply only to the foregoing periods specified in the definition of “Specified Default”.

(b) Collateral Agent's and the Lenders' agreement to waive the Specified Default (1) in no way shall be deemed an agreement by Collateral Agent or the Lenders to waive the Borrower's compliance with the above-described covenant(s) as of all other dates, (2) shall not limit or impair Collateral Agent's or the Lenders' right to demand strict performance of the covenant(s) as of all other dates and (3) shall not limit or impair Collateral Agent's or the Lenders' right to demand strict performance of all other covenants as of any date.

(c) Notwithstanding anything to the contrary contained herein or in any other Loan Document, Collateral Agent and Lenders hereby agree that the Default Rate shall not be payable by the Borrower or any other Loan Party solely in connection with the Specified Default.

(d) The waiver set forth in this Section 2 is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (1) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (2) otherwise prejudice any right or remedy which Collateral Agent or the Lenders may now have or may have in the future under or in connection with any Loan Document.

SECTION 3 Amendments to the Loan and Security Agreement.

(a) The Loan and Security Agreement shall be amended as follows effective as of the Third Amendment Effective Date:

(i) Amended Definitions. The following definitions in Section 1.4 is hereby amended and restated in its entirety as follows:

"Fourth Draw Period" is the period commencing on the date occurring on or after the Second Amendment Effective Date in which Borrower satisfies the Fourth Draw Conditions and ending on the Third Amendment Effective Date.

"I/O Extension Conditions" means (a) Borrower's full compliance at all times from the Effective Date through and including March 1, 2022 with Section 7.13(b) and (b) no Event of Default shall have occurred, in each case, other than the Third Amendment Specified Default.

(ii) New Definitions. The following definitions are added to Section 1.4 in their proper alphabetical order:

(1) "Third Amendment" means that certain Third Amendment to Loan and Security Agreement, dated as of the Third Amendment Effective Date, by and among the Borrower, Collateral Agent and Lender.

(2) "Third Amendment Effective Date" means February 15, 2022.

(3) "Third Amendment Specified Default" means the Specified Default (as defined in the Third Amendment).

(iii) Schedule 7.13(b). Schedule 7.13(b) of the Loan and Security Agreement, Minimum Product Revenue, is hereby amended and restated in its entirety with Annex I hereto.

(b) **References Within Loan and Security Agreement**. Each reference in the Loan and Security Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 4 Conditions of Effectiveness. The effectiveness of Sections 2 and 3 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Fees and Expenses.** The Borrower shall have paid (i) all invoiced costs and expenses then due in accordance with Section 6(e), and (ii) all other fees, costs and expenses, if any, due and payable as of the Third Amendment Effective Date under the Loan and Security Agreement.

(b) **This Amendment.** Collateral Agent shall have received a copy of this Amendment, executed by Collateral Agent, the Lenders and the Borrower.

(c) **Amendment Fee.** No more than five (5) Business Days after the Third Amendment Effective Date, the Borrower shall have paid to Collateral Agent and the Lenders an amendment fee in the amount of [***].

(d) **Representations and Warranties; No Default.** On the Third Amendment Effective Date, after giving effect to the amendment and waiver of the Loan and Security Agreement contemplated hereby:

(i) The representations and warranties contained in Section 5 shall be true and correct in all material respects on and as of the Third Amendment Effective Date as though made on and as of such date; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would reasonably be expected to result in an Event of Default.

SECTION 5 Representations and Warranties. To induce the Lenders to enter into this Amendment, the Borrower hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in Section 5 of the Loan and Security Agreement and in the other Loan Documents are true and correct in all material respects; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (b) that there has not been and there does not exist a Material Adverse Change; and (c) that the information included in the Perfection Certificate delivered to Collateral Agent on the Effective Date (as supplemented on the First Amendment Effective Date, the Second Amendment Effective Date and on or around the Third Amendment Effective Date) remains true and correct. For the purposes of this Section 5, each reference in Section 5 of the Loan and Security Agreement to “this Agreement,” and the words “hereof,” “herein,” “hereunder,” or words of like import in such Section, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 6 Miscellaneous.

(a) **Loan Documents Otherwise Not Affected; Reaffirmation.** Except as expressly amended pursuant hereto or referenced herein, the Loan and Security Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. The Lenders’ and Collateral Agent’s execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future. The Borrower hereby reaffirms the grant of security under Section 4.1 of the Loan and Security Agreement and hereby reaffirms that such grant of security in the Collateral secures all Obligations under the Loan and Security Agreement, including without limitation any Term Loans funded on or after the Third Amendment Effective Date, as of the date hereof.

(b) **Conditions.** For purposes of determining compliance with the conditions specified in Section 4, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Collateral Agent shall have received notice from such Lender prior to the Third Amendment Effective Date specifying its objection thereto.

(c) **Release.** In consideration of the agreements of Collateral Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Collateral Agent and each Lender, and its successors and assigns, and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lenders and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which the Borrower, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan and Security Agreement, or any of the other Loan Documents or transactions thereunder or related thereto. The Borrower understands, acknowledges and agrees that the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. The Borrower agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above.

(d) **No Reliance.** The Borrower hereby acknowledges and confirms to Collateral Agent and the Lenders that the Borrower is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The Borrower agrees to pay to Collateral Agent within five (5) Business Days of the Third Amendment Effective Date, the out-of-pocket costs and expenses of Collateral Agent and the Lenders party hereto, and the fees and disbursements of counsel to Collateral Agent and the Lenders party hereto, in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Third Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law.** **THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE COLLATERAL.**

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

(l) **Electronic Execution of Certain Other Documents.** The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Amendment and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWER:

NEURONETICS, INC.,
as Borrower

By: /s/ Stephen Furlong
Title: SVP, Chief Financial Officer and Treasurer

[Signature Page to Third Amendment to Loan and Security Agreement]

COLLATERAL AGENT AND LENDER:

SLR INVESTMENT CORP.,
as Collateral Agent and a Lender

By: /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

[Signature Page to Third Amendment to Loan and Security Agreement]

LENDERS:

SUNS SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CREDIT INCOME FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CREDIT INCOME BDC SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP PRIVATE CORPORATE LENDING FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP SF DEBT FUND L.P.

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

SCP CAYMAN DEBT MASTER FUND SPV LLC

By /s/ Anthony Storino
Name: Anthony Storino
Title: Authorized Signatory

[Signature Page to Third Amendment to Loan and Security Agreement]

Schedule 7.13(b)

Minimum Product Revenue

Month End	Product Revenue
January 2022	[***]
February 2022	[***]
March 2022	[***]
April 2022	[***]
May 2022	[***]
June 2022	[***]
July 2022	[***]
August 2022	[***]
September 2022	[***]
October 2022	[***]
November 2022	[***]
December 2022	[***]
January 2023 and each month thereafter	[***]

Neuronetics Announces Amendment of Credit Facility with SLR Investment Corp.

MALVERN, Pa., February 22, 2022 (GLOBE NEWSWIRE) -- Neuronetics, Inc. (NASDAQ: STIM), a commercial stage medical technology company focused on designing, developing, and marketing products that improve the quality of life for patients who suffer from neurohealth disorders, today announced it has amended its term loan agreement with its current lenders, investment affiliates managed by SLR Investment Corp. (SLR), which was originally entered into on March 2, 2020 and subsequently amended on April 20, 2020 and December 2, 2020. This amendment includes modifications to the ability of the Company to extend the interest-only period, the reduction of certain revenue covenants, and the elimination of the final term loan tranche available to the Company.

The Company has the ability to, subject to certain conditions, extend the interest only period on the initial Term A Loan to 36 months from 24 months, which if such conditions are satisfied, would allow for the commencement of loan principal amortization payments beginning on March 1, 2023.

In addition, the amendment reduced the trailing twelve-month net product revenue covenants related to the facility.

As part of the December 2, 2020 amendment, the Company was permitted to borrow, at its election, up to \$15.0 million in three separate \$5.0 million tranches (Term B, C, and D Loans). The three tranches were available through June 20, 2021, December 20, 2021, and June 20, 2022, respectively, based on the achievement of agreed upon trailing twelve-month net product revenue targets for each tranche. The Company previously elected not to draw either of the Term B or Term C tranches, and, as part of this amendment, the Company agreed that it would not draw the Term D tranche.

About SLR Investment Corp:

SLR Investment Corp (NASDAQ: SLRC) is a yield-oriented Business Development Company (BDC) that invests directly and indirectly in senior secured loans of private middle market companies to generate current income that is distributed to shareholders quarterly. We collaborate with U.S. middle market businesses across a diversity of industries to deliver customized debt financing solutions.

SLR Investment became a listed BDC in Q1 2010 and is investment grade rated by Moody's and Fitch.

About Neuronetics:

Neuronetics, Inc. believes that mental health is as important as physical health. As a global leader in neuroscience and the largest TMS company in the industry, Neuronetics is redefining patient and physician expectations by designing and developing products that improve the quality of life for people suffering from psychiatric disorders. An FDA-cleared, non-drug, noninvasive treatment for people with depression, Neuronetics' NeuroStar® Advanced Therapy system is today's leading transcranial magnetic stimulation (TMS) treatment for major depressive disorder with over four million treatments delivered. NeuroStar is widely researched and backed by the largest clinical data set of any TMS system for depression, including the world's largest depression Outcomes Registry. Neuronetics is committed to transforming lives by offering an exceptional treatment option that produces extraordinary results. For safety information and indications for use, visit NeuroStar.com.

“Safe harbor” statement under the Private Securities Litigation Reform Act of 1995:

Statements in the press release regarding Neuronetics, Inc. (the “Company”) that are not historical facts constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may be identified by terms such as “outlook,” “potential,” “believe,” “expect,” “plan,” “anticipate,” “predict,” “may,” “will,” “could,” “would” and “should” as well as the negative of these terms and similar expressions. These statements are subject to significant risks and uncertainties and actual results could differ materially from those projected. The Company cautions investors not to place undue reliance on the forward-looking statements contained in this release. These risks and uncertainties include, without limitation, risks and uncertainties related to: the impact of COVID-19 on the Company's operational and budget plans as well as general political and economic conditions, including as a result of efforts by governmental authorities to mitigate COVID-19, such as travel restrictions and third-party business closures and the related impact on resource allocations, manufacturing and supply chains and patient access to commercial products; the Company's ability to execute its business continuity; the Company's ability to achieve or sustain profitable operations due to its history of losses; the Company's reliance on the sale and usage of its NeuroStar Advanced Therapy for Mental Health System to generate revenues; the scale and efficacy of the Company's salesforce; availability of coverage and reimbursement from third-party payors for treatments using the Company's products; physician and patient demand for treatments using the Company's products; developments in respect of competing technologies and therapies for the indications that the Company's products treat; product defects; the Company's ability to obtain and maintain intellectual property protection for its technology; developments in clinical trials or regulatory review of NeuroStar Advanced Therapy for Mental Health System for additional indications; and developments in regulation in the United States and other applicable jurisdictions. For a discussion of these and other related risks, please refer to the Company's recent SEC filings which are available on the SEC's website at www.sec.gov. These forward-looking statements are based on the Company's expectations and assumptions as of the date of this press release. Except as required by law, the Company undertakes no duty or obligation to

update any forward-looking statements contained in this press release as a result of new information, future events, or changes in the Company's expectations.

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