
**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): August 07, 2025

AVITA Medical, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-39059
(Commission File Number)

85-1021707
(IRS Employer
Identification No.)

**28159 Avenue Stanford
Suite 220
Valencia, California**
(Address of Principal Executive Offices)

91355
(Zip Code)

Registrant's Telephone Number, Including Area Code: 661 367-9170

N/A

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	RCEL	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

On August 7, 2025, affiliates of OrbiMed Advisors, LLC (the “Lenders”) and AVITA Medical, Inc. (the “Company”) agreed to a fifth amendment (the “Fifth Amendment”) to the Credit Agreement, dated October 18, 2023, as previously amended (the “Credit Agreement”).

The Fifth Amendment modifies certain financial covenants under the Credit Agreement, including adjustments to the trailing 12-month revenue covenant as follows:

- \$73 million for the quarter ending September 30, 2025;
- \$77 million for the quarter ending December 31, 2025;
- \$90 million for the quarter ending March 31, 2026; and
- \$103 million for the quarter ending June 30, 2026.

The previously established \$115 million revenue covenant for all subsequent quarters through the maturity date of the debt remains in effect.

As a condition to the execution of the Fifth Amendment, the Company will issue to the Lenders 400,000 shares of the Company’s common stock, par value \$0.0001 per share (the “Shares”). The offer and sale of Shares will be registered pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-271276) (the “Registration Statement”) and a prospectus supplement to be filed by the Company in connection therewith. A copy of the opinion of K&L Gates LLP relating to the legality of the issuance of the Shares is attached as Exhibit 5.1 hereto.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the Shares, nor shall there be any offer, solicitation or sale of the Shares in any state or country in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or country.

The foregoing description of the Fifth Amendment and the share issuance is qualified in its entirety by the full text of the Fifth Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Item 2.02 Results of Operations and Financial Condition.

On August 7, 2025, the Company issued a press release announcing its financial results for the second quarter ended June 30, 2025. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information furnished in this Item 2.02, including Exhibit 99.1, shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description of Exhibit
5.1	Opinion of K&L Gates LLP
10.1	Waiver and Fifth Amendment to the Credit Agreement between the Lender and the Company, dated August 7, 2025
23.1	Consent of K&L Gates LLP with respect to Exhibit 5.1 (included in Exhibit 5.1)
99.1	Press release, dated August 7, 2025, issued by AVITA Medical, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

AVITA Medical, Inc.

Date: August 7, 2025

By: /s/ David O'Toole
David O'Toole
Chief Financial Officer

August 7, 2025

AVITA MEDICAL, INC.
28159 Avenue Stanford, Suite 220
Valencia, CA 91355

Ladies and Gentlemen:

We have acted as counsel to AVITA Medical, Inc., a Delaware corporation (the "Company"), in connection with the issuance and sale by the Company today of 400,000 shares (the "Shares") of common stock, par value \$0.0001 per share, of the Company ("Common Stock"), pursuant to the Waiver and Fifth Amendment to Credit Agreement, dated as of August 7, 2025 (the "Fifth Amendment"), which Fifth Amendment amends that certain Credit Agreement, dated as of October 18, 2023, as the Borrower (as defined therein), and ORCO IV LLC and ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV OFFSHORE LP, as the Lenders (as defined therein, the "Lenders"), and ORCO IV LLC, as the Administrative Agent (as defined therein), as amended by that certain Waiver and First Amendment to Credit Agreement, dated as of November 30, 2023, as amended by that certain Second Amendment to Credit Agreement, dated as of May 28, 2024, as amended by that certain Third Amendment to Credit Agreement, dated as of November 7, 2024, as amended by that certain Fourth Amendment to Credit Agreement, dated as of February 13, 2025, as modified by that certain Waiver, effective as of March 31, 2025, and as modified by that certain Waiver, effective as of June 30, 2025 (as so amended and modified, the "Credit Agreement"). In accordance with the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations promulgated thereunder, the Company has prepared and filed with the Securities and Exchange Commission (the "Commission"), the registration statement on Form S-3 (File No. 333-271276), filed with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), including each of the Company's reports that have been filed with the Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and that are incorporated by reference in such registration statement (the "Registration Statement"), and the base prospectus, dated April 25, 2023 (the "Base Prospectus"), insofar as it pertains to the offering of the Shares, as supplemented by the prospectus supplement, dated August 7, 2025, relating to the offering of the Shares, to be filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act (the "Prospectus").

This opinion letter is being delivered in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K under the Securities Act.

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement; (ii) the Base Prospectus base prospectus dated April 25, 2023 included in the Registration Statement; (iii) the Prospectus; (iv) the Fifth Amendment; (v) the Credit Agreement; (vi) the Certificate of Incorporation of the Company as filed with the Secretary of State

of the State of Delaware on April 17, 2020, as amended by the Certificate of Amendment of Certificate of Incorporation as filed with the Secretary of State of the State of Delaware on December 2, 2020 (the "Certificate of Incorporation"), (vii) the Amended and Restated Bylaws of the Company, adopted and effective as of May 15, 2025 (the "Bylaws" and, together with the Certificate of Incorporation, the "Company Organizational Documents"), (viii) resolutions adopted by the Company's Board of Directors (the "Board of Directors") on August 6, 2025 (the "Resolutions"), relating to the issuance and sale of the Shares pursuant to the Fifth Amendment, (ix) a certificate of good standing with respect to the Company obtained from the Secretary of State of the State of Delaware on August 6, 2025 (the "Good Standing Certificate"), and (x) a fact certificate executed and delivered by an officer of the Company with respect to certain matters (the "Fact Certificate").

For purposes of this opinion letter, we have not examined any documents other than the documents listed above and assume there exists no provision in any document relating to the matters covered by our opinions below that we have not examined that is inconsistent with the documents listed above or our opinions below. We have conducted no independent factual investigation of our own but rather have relied solely upon our examination of the aforesaid documents, the statements and information set forth therein, including, without limitation, the representations and warranties of the parties to the parties made in the documents listed above and the additional matters recited or assumed in this opinion letter, all of which we assume to be true, complete and accurate in all respects. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter we have made assumptions that are customary in opinion letters of this kind, including the assumptions that each document examined by us is accurate and complete, that each such document that is an original is authentic, that each such document that is a copy conforms to an authentic original, that all signatures on each such document are genuine, that no changes in the facts certified in the Fact Certificate have occurred or will occur after the date of the Fact Certificate and the legal capacity of all natural persons. We have further assumed that, except as expressly opined below as to the Company: (a) each party to the documents examined by us (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has the legal capacity, power and authority to execute, deliver, and perform its obligations under such documents, (iii) has taken all action necessary to duly authorize the execution and delivery of, and the performance of its obligations under, such documents, and (iv) has duly executed and delivered such documents; and (b) each of the documents examined by us constitutes the legal, valid, and binding obligation of each party thereto, enforceable against each such party in accordance with its terms.

In rendering our opinions below, we also have assumed that: (a) the issuance of all Shares will be duly recorded in the Company's stock ledger upon issuance; (b) in accordance with Section 158 of the General Corporation Law of the State of Delaware (the "DGCL"), the Shares will be evidenced by certificates, duly executed and delivered, or the Board of Directors will adopt resolutions providing that all shares of Common Stock shall be uncertificated prior to the issuance of the Shares and, within a reasonable time after the issuance of any such Shares, the registered owner of such Shares will be given notice in writing or by electronic transmission in compliance with Section 151(f) of the DGCL; (c) there are no contracts with one or more current or prospective stockholders of the Company (or one or more beneficial owners of stock of the Company), in its or their capacity as such, within the meaning of Section 122(18) of the DGCL; (d) the consideration for the issuance of the Shares pursuant to the Fifth Amendment will equal or exceed the then par value of a share of Common Stock; and (e) the issuance of the Shares will not (A) have the effect,

directly or indirectly, of increasing the proportionate shares of stock or securities convertible into stock, in each case, of the Company held by an interested stockholder (within the meaning of Section 203(c) of the DGCL) or (B) confer a benefit, directly or indirectly (except proportionately as a stockholder of the Company) of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in paragraphs (c)(3)(i)-(iv) of Section 203 of the DGCL) on an interested stockholder (within the meaning of Section 203(c) of the DGCL). We have not verified any of the foregoing assumptions.

Our opinion set forth below is limited to the General Corporation Law of the State of Delaware (the “DGCL”) and reported judicial decisions interpreting the DGCL. We express no opinion as to the laws, rules or regulations of any other jurisdiction, including, without limitation, the federal laws of the United States of America or any state securities or blue sky laws; we express no opinion with respect to the Corporate Transparency Act.

The Shares have been duly authorized for issuance by the Company and, upon issuance by the Company in consideration of the Lenders’ execution and delivery of the Fifth Amendment in accordance with the terms of the Fifth Amendment, will be validly issued, fully-paid and non-assessable.

We hereby consent to the filing of this opinion letter with the Commission as Exhibit 5.1 to the Company’s Current Report on Form 8-K and to the reference to this firm under the heading “Legal Matters” in the Prospectus Supplement. In giving this consent, we do not hereby admit that we are experts with respect to any part of the Registration Statement within the meaning of the term “expert” as used in Section 11 of the Securities Act or the rules and regulations promulgated thereunder by the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Yours truly,

/s/ K&L Gates LLP

WAIVER AND FIFTH AMENDMENT TO CREDIT AGREEMENT

This **WAIVER AND FIFTH AMENDMENT TO CREDIT AGREEMENT** (this "Amendment") is made and entered into as of August 7, 2025 by and among **AVITA MEDICAL, INC.**, a Delaware corporation (the "Borrower"), **ORCO IV LLC** and **ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV OFFSHORE, LP**, as Lenders, and **ORCO IV LLC**, as administrative agent for the Lenders (together with its Affiliates, successors, transferees and assignees, the "Administrative Agent").

WHEREAS, the Borrower, the Lenders and the Administrative Agent entered into a Credit Agreement, dated as of October 18, 2023, as amended by that certain Waiver and First Amendment to Credit Agreement, dated as of November 30, 2023, as amended by that certain Second Amendment to Credit Agreement, dated as of May 28, 2024, as amended by that certain Third Amendment to Credit Agreement, dated as of November 7, 2024, as amended by that certain Fourth Amendment to Credit Agreement, dated as of February 13, 2025, as modified by that certain Waiver, effective as of March 31, 2025, and as modified by that certain Waiver, effective as of June 30, 2025 (as so amended and modified, the "Credit Agreement"), pursuant to which the Lenders have extended credit to the Borrower on the terms set forth therein;

WHEREAS, pursuant to Section 10.1 of the Credit Agreement, the Credit Agreement may be amended by an instrument in writing signed by each of the Borrower and the Lenders and acknowledged by the Administrative Agent;

WHEREAS, the undersigned Lenders comprise all Lenders under the Credit Agreement; and

WHEREAS, the Borrower and the Lenders desire to amend certain provisions of the Credit Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions; Loan Document**. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement. This Amendment shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents.

2. **Waiver**. Subject to the effectiveness of this Amendment and the terms and conditions set forth herein, the Lenders agree to waive the requirement under Section 7.1(b) of the Credit Agreement requiring the absence of any qualification or statement which is of a "going concern" or similar nature, solely with respect to the Fiscal Quarter ended June 30, 2025.

3. **Amendments to Section 1.1**.

(a) Section 1.1 of the Credit Agreement is hereby amended by inserting the following new defined term therein in the proper alphabetical order:

“Fifth Amendment” means the Fifth Amendment to the Agreement, dated as of the Fifth Amendment Effective Date, among the Borrower, the Lenders and the Administrative Agent.

“Fifth Amendment Effective Date” means August 7, 2025.

(b) The definition of “Loan Documents” in Section 1.1 of the Credit Agreement is hereby amended by inserting “the Fifth Amendment,” immediately after the phrase “the Fourth Amendment,”.

4. **Amendments to Section 3.2.** Section 3.2 of the Credit Agreement is hereby amended by replacing the chart therein in its entirety with the following:

Test Dates (Fiscal Quarter Ending)	Product Revenue Base for the 12-month period ending on such Test Date
September 30, 2025	\$73,000,000
December 31, 2025	\$77,000,000
March 31, 2026	\$90,000,000
June 30, 2026	\$103,000,000
September 30, 2026 and each Fiscal Quarter ending thereafter	\$115,000,000

5. **Conditions to Effectiveness of Amendment.** This Amendment shall become effective upon receipt by:

(a) the Lenders, the Administrative Agent and the Borrower of a counterpart signature of the other to this Amendment duly executed and delivered by each of the Lenders, the Administrative Agent and the Borrower;

(b) OrbiMed Royalty & Credit Opportunities IV, LP and OrbiMed Royalty & Credit Opportunities IV Offshore, LP (together, the “Shareholders”) of:

(i) an aggregate of 400,000 shares (the “Shares”) of common stock of the Borrower, \$0.0001 par value per share (the “Common Stock”), issued pursuant to the Borrower’s registration statement (File No. 333-271276) (the “Registration Statement”) under the Securities Act of 1933, as amended (the “Securities Act”);

(ii) a prospectus supplement, complying with Rule 424(b) under the Securities Act, relating to the offer and sale of the Shares to the Shareholders and filed with the SEC prior to, on, or within two Business Days of the date of this Amendment (the “Prospectus Supplement”);

(iii) a copy of the executed, irrevocable instructions from the Borrower to Computershare Trust Company, N.A. to deliver the Shares to the Shareholders;

(iv) a copy of a good standing certificate of the Borrower, dated a date reasonably close to the date of this Amendment;

(v) a certificate, dated as of the date of this Amendment, duly executed and delivered by the Secretary of the Borrower, as to (A) resolutions of the board of directors of the Borrower authorizing the execution, delivery and performance of this Amendment and the transactions contemplated hereby; (B) the incumbency and signatures of the Borrower's officers authorized to act with respect to this Amendment and (C) the full force and validity of the Borrower's certificate of incorporation and bylaws and copies thereof;

(vi) an opinion, dated the date of this Amendment and addressed to the Shareholders, from K&L Gates LLP, counsel to the Borrower, in form and substance reasonably satisfactory to the Shareholders.

6. **Existing Warrants.** Each Shareholder and the Borrower hereby agree that Section 4(1)(b) of each of the Warrants and the Fourth Amendment Warrants shall not apply to the issuance of the Shares.

7. **Expenses.** The Borrower agrees to pay on demand all expenses of the Administrative Agent and the Lenders (including, without limitation, the fees and out-of-pocket expenses of Covington & Burling LLP, counsel to the Administrative Agent and the Lenders) incurred in connection with the negotiation, preparation, execution and delivery of this Amendment.

8. **Representations and Warranties.** The Borrower represents and warrants to the Lenders, as of the effective date of this Amendment, as follows:

(a) **Other Representations.** After giving effect to this Amendment, the representations and warranties of the Borrower and the Subsidiaries contained in the Credit Agreement or any other Loan Document are true and correct in all material respects as of the date hereof (except (i) with respect to representations and warranties expressly made as of an earlier date, in which case such representations and warranties are true and correct in all material respects as of such earlier date and (ii) if any such representation or warranty contains any materiality qualifier, such representation or warranty is true and correct in all respects).

(b) **No Default.** After giving effect to this Amendment, no Default or Event of Default under the Credit Agreement has occurred and is continuing or would result from the effectiveness of this Amendment.

(c) **Issuance of Shares.** The Shares are duly authorized and, when issued, sold and delivered in accordance with the terms in this Amendment, will be validly issued, fully paid and non-assessable, free and clear of all Liens, and will not be subject to preemptive rights or other similar rights of stockholders of the Borrower.

(d) Registration Statement. The Borrower has prepared and filed the Registration Statement in conformity with the requirements of the Securities Act. The Registration Statement is effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement or preventing or suspending the use of the Prospectus Supplement has been issued by the SEC and no proceedings for that purpose or pursuant to Section 8A under the Securities Act have been instituted or are threatened. The Borrower has filed or will file the Prospectus Supplement with the SEC pursuant to Rule 424(b) within the time period required under Rule 424(b), and in no event later than the date of this Amendment. At the time the Registration Statement and any amendments thereto were declared effective, and as of the date of this Amendment, the Registration Statement and any amendments thereto conformed and will conform in all material respects to the requirements of the Securities Act and did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and the Prospectus Supplement and any amendments or supplements thereto, as of the date of the Prospectus Supplement or any amendment or supplement thereto and as of the date of this Amendment, conformed and will conform in all material respects to the requirements of the Securities Act and the applicable rules and regulations of the SEC thereunder and did not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Borrower was at the time of the filing of the Registration Statement and is, as of the date of this Amendment, eligible to use a registration statement on Form S-3 under the Securities Act.

(e) Listing. The Common Stock is registered pursuant to Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and listed on The Nasdaq Capital Market or any successor thereto ("Nasdaq"), and the Borrower has taken no action designed to, or that to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from Nasdaq. The Borrower has not received any notification that, and has no knowledge that, the SEC or Nasdaq is contemplating terminating such registration or listing.

(f) Capitalization. The capitalization of the Borrower is as set forth in the SEC Reports (as defined below). The Borrower has not issued any securities since its most recently filed audited financial statements, other than (i) pursuant to the exercise of outstanding stock options and the vesting of outstanding restricted stock units issued under the Borrower's equity incentive plans or otherwise approved by the Borrower's stockholders and (ii) pursuant to that certain Sales Agreement, dated April 14, 2023, by and between the Borrower and Cowen and Company LLC. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Amendment. Except as set forth in the SEC Reports, there are no outstanding options, warrants, subscription rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any Common Stock or other securities of the Borrower or its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Borrower or any of its Subsidiaries is or may become bound to issue additional Common Stock or other securities of the Borrower or its Subsidiaries. All of the outstanding shares of capital stock of the Borrower are duly authorized, validly issued, fully paid and non-assessable, and have been issued in compliance

with all federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities.

(g) SEC Reports; Financial Statements. The Borrower has filed all reports, schedules, forms, statements and other documents required to be filed by the Borrower under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (the foregoing materials and including, for purposes of this Amendment, the Borrower's Form 10-Q for its fiscal quarter ended June 30, 2025, including the exhibits thereto and documents incorporated by reference therein, collectively, the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of the Borrower included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Borrower and its Subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. The Borrower maintains internal control over financial reporting as defined in Rule 13a-15(f) under the Exchange Act. The Borrower has implemented "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, respectively) required in order for the principal executive officer and principal financial officer of the Borrower to engage in the review and evaluation process mandated by the Exchange Act, and is in compliance with such disclosure controls and procedures in all material respects. Each of the principal executive officer and the principal financial officer of the Borrower has made all certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act of 2002 with respect to all reports, schedules, forms, statements and other documents required to be filed by the Borrower with the SEC.

(h) Accountants. The Borrower's accountants who certified the financial statements and supporting schedules included or incorporated by reference in the Registration Statement and the Prospectus Supplement or otherwise in the SEC Reports is an independent registered public accounting firm within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the SEC and the Public Company Accounting Oversight Board (United States) with respect to the Borrower.

(i) Not an Ineligible Issuer. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Borrower or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act) of the Shares and as of the date of this Amendment, the Borrower was not and is not an "ineligible issuer," as defined in Rules 164, 405, and 433 under the Securities Act (without taking account of any determination by the SEC pursuant to Rule 405 that it is not necessary that the

Borrower be considered an ineligible issuer). Any free writing prospectus that the Borrower is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the SEC in accordance with the requirements of the Securities Act and the applicable rules and regulations of the SEC thereunder and complies or will comply, as of the date of such filing, in all material respects with the applicable requirements of the Securities Act and the applicable rules and regulations of the SEC thereunder.

(j) No Brokers. The Borrower has not engaged any brokers, finders or agents, or incurred, or will incur, directly or indirectly, any liability for brokerage or finder's fees or agents' commissions or any similar charges in connection with this Amendment and the transactions contemplated hereby.

(k) Registration Rights. No Person has any right to cause the Borrower to effect the registration under the Securities Act of any securities of the Borrower or any of its Subsidiaries in connection with the filing of the Registration Statement or the Prospectus Supplement.

(l) Acknowledgment. The Borrower acknowledges that the Shareholders are not acting as a financial advisor or fiduciary of the Borrower (or in any similar capacity) with respect to this Amendment and the transactions contemplated hereby. The Borrower's decision to enter into this Amendment has been based solely on the independent evaluation of the transactions contemplated hereby by the Borrower and its representatives.

(m) Regulation M Compliance. The Borrower has not, and to its knowledge no one acting on its behalf has taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Borrower in a violation of Regulation M under the Exchange Act.

9. Covenants.

(a) Integration. The Borrower shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of Nasdaq such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

(b) Market Listing. The Borrower shall use its reasonable best efforts to maintain the listing and trading of the Common Stock on Nasdaq, to list the Shares on Nasdaq and to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation.

(c) Public Disclosure. The Borrower shall file a Current Report on Form 8-K with the SEC within the time period required by such form and including such disclosures as required by such form with respect to this Amendment and the transactions contemplated herein, such Current Report on Form 8-K to be in a form mutually agreed to by the Borrower and the Shareholders. No other written release, public announcement, disclosure or filing concerning the Shares, this Amendment or the transactions contemplated hereby shall be issued, filed or furnished, as the case may be, by any party without the prior written consent of the other party (which consent

shall not be unreasonably withheld, conditioned or delayed), provided that the foregoing shall not prevent a party from making disclosures to comply with applicable law.

(d) Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by this Amendment or in accordance with the terms and provisions of the Credit Agreement, the Borrower agrees that neither it, nor any other Person acting on its behalf will provide the Shareholders or their agents or counsel with any information that constitutes, or the Borrower reasonably believes constitutes, material non-public information, unless the Shareholders have consented to the receipt of such information and agreed with the Borrower to keep such information confidential. The Borrower understands and confirms that the Shareholders shall be relying on the foregoing covenant in effecting transactions in securities of the Borrower.

(e) Further Assurances. The Borrower will at its cost and expense execute any documents, agreements and instruments, and take all further action that may be required under applicable law (including federal and state securities laws), or that the Shareholders may reasonably request, in order to effectuate the transactions contemplated hereby.

10. No Implied Amendment or Waiver. Except as expressly set forth in this Amendment, this Amendment shall not, by implication or otherwise, limit, impair, constitute a waiver of or otherwise affect any rights or remedies of the Administrative Agent and the Lenders under the Credit Agreement or the other Loan Documents, or alter, modify, amend or in any way affect any of the terms, obligations or covenants contained in the Credit Agreement or the other Loan Documents, all of which shall continue in full force and effect. Nothing in this Amendment shall be construed to imply any willingness on the part of the Administrative Agent or any Lender to agree to or grant any similar or future amendment, consent or waiver of any of the terms and conditions of the Credit Agreement or the other Loan Documents.

11. Waiver and Release. TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO AGREE TO THE TERMS OF THIS AMENDMENT, THE BORROWER AND ITS AFFILIATES (COLLECTIVELY, THE “**RELEASING PARTIES**”) REPRESENT AND WARRANT THAT, AS OF THE DATE HEREOF, THERE ARE NO CLAIMS OR OFFSETS AGAINST, OR RIGHTS OF RECOUPMENT WITH RESPECT TO, OR DISPUTES OF, OR DEFENSES OR COUNTERCLAIMS TO, THEIR OBLIGATIONS UNDER THE LOAN DOCUMENTS, AND IN ACCORDANCE THEREWITH THE RELEASING PARTIES:

(a) WAIVE ANY AND ALL SUCH CLAIMS, OFFSETS, RIGHTS OF RECOUPMENT, DISPUTES, DEFENSES AND COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE HEREOF.

(b) FOREVER RELEASE, RELIEVE, AND DISCHARGE THE ADMINISTRATIVE AGENT, THE LENDERS, THEIR AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS, PREDECESSORS, SUCCESSORS, ASSIGNS, ATTORNEYS, ACCOUNTANTS, AGENTS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE “**RELEASED PARTIES**”), AND EACH OF THEM, FROM

ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, CAUSES OF ACTION, DEBTS, OBLIGATIONS, PROMISES, ACTS, AGREEMENTS, AND DAMAGES, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, CONTINGENT OR FIXED, LIQUIDATED OR UNLIQUIDATED, MATURED OR UNMATURED, WHETHER AT LAW OR IN EQUITY, WHICH THE RELEASING PARTIES EVER HAD, NOW HAVE, OR MAY, SHALL, OR CAN HEREAFTER HAVE, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN ANY WAY BASED UPON, CONNECTED WITH, OR RELATED TO MATTERS, THINGS, ACTS, CONDUCT, AND/OR OMISSIONS AT ANY TIME FROM THE BEGINNING OF THE WORLD THROUGH AND INCLUDING THE DATE HEREOF, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES ARISING UNDER OR RELATED TO ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY.

(c) IN CONNECTION WITH THE RELEASE CONTAINED HEREIN, ACKNOWLEDGE THAT THEY ARE AWARE THAT THEY MAY HEREAFTER DISCOVER CLAIMS PRESENTLY UNKNOWN OR UNSUSPECTED, OR FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH THEY KNOW OR BELIEVE TO BE TRUE, WITH RESPECT TO THE MATTERS RELEASED HEREIN. NEVERTHELESS, IT IS THE INTENTION OF THE RELEASING PARTIES, THROUGH THIS AMENDMENT AND WITH ADVICE OF COUNSEL, FULLY, FINALLY, AND FOREVER TO RELEASE ALL SUCH MATTERS, AND ALL CLAIMS RELATED THERETO, WHICH DO NOW EXIST, OR HERETOFORE HAVE EXISTED. IN FURTHERANCE OF SUCH INTENTION, THE RELEASES HEREIN GIVEN SHALL BE AND REMAIN IN EFFECT AS A FULL AND COMPLETE RELEASE OR WITHDRAWAL OF SUCH MATTERS NOTWITHSTANDING THE DISCOVERY OR EXISTENCE OF ANY SUCH ADDITIONAL OR DIFFERENT CLAIMS OR FACTS RELATED THERETO.

(d) COVENANT AND AGREE NOT TO BRING ANY CLAIM, ACTION, SUIT, OR PROCEEDING AGAINST THE RELEASED PARTIES, DIRECTLY OR INDIRECTLY, REGARDING OR RELATED IN ANY MANNER TO THE MATTERS RELEASED HEREBY, AND FURTHER COVENANT AND AGREE THAT THIS AMENDMENT IS A BAR TO ANY SUCH CLAIM, ACTION, SUIT, OR PROCEEDING.

(e) REPRESENT AND WARRANT TO THE RELEASED PARTIES THAT THEY HAVE NOT HERETOFORE ASSIGNED OR TRANSFERRED, OR PURPORTED TO ASSIGN OR TRANSFER, TO ANY PERSON OR ENTITY ANY CLAIMS OR OTHER MATTERS HEREIN RELEASED.

(f) ACKNOWLEDGE THAT THEY HAVE HAD THE BENEFIT OF INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE ADVISABILITY OF ENTERING INTO THIS RELEASE AND HEREBY KNOWINGLY, AND UPON SUCH ADVICE OF COUNSEL, WAIVE ANY AND ALL APPLICABLE RIGHTS AND BENEFITS UNDER, AND PROTECTIONS OF, CALIFORNIA CIVIL CODE

SECTION 1542, AND ANY AND ALL STATUTES AND DOCTRINES OF SIMILAR EFFECT. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES AS FOLLOWS:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

12. **Counterparts; Governing Law.** This Amendment may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by email (e.g., “pdf” or “tiff”) or telecopy shall be effective as delivery of a manually executed counterpart of this Amendment. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

AVITA MEDICAL, INC.
as the Borrower

By:
Name: James Corbett
Title: Chief Executive Officer

[Signature Page to Waiver and Fifth Amendment to Credit Agreement]

ORCO IV LLC

as Lender

By: OrbiMed Royalty & Credit Opportunities IV, LP,
its Member

By: OrbiMed ROF IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:
Name: Matthew Rizzo
Title: Member

ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV OFFSHORE, LP,

as Lender

By: OrbiMed ROF IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:
Name: Matthew Rizzo
Title: Member

[Signature Page to Waiver and Fifth Amendment to Credit Agreement]

Solely for purposes of Section 6:

ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV, LP,
as Lender

By: OrbiMed ROF IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:
Name: Matthew Rizzo
Title: Member

[Signature Page to Waiver and Fifth Amendment to Credit Agreement]

ACKNOWLEDGED BY:

ORCO IV LLC

as the Administrative Agent

By: OrbiMed Royalty & Credit Opportunities IV, LP,
its Sole Member

By: OrbiMed ROF IV LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By:

Name: Matthew Rizzo

Title: Member

[Signature Page to Waiver and Fifth Amendment to Credit Agreement]



AVITA Medical Reports Second Quarter 2025 Financial Results, Updates Full-Year Guidance, and Highlights Continued Clinical Innovation

VALENCIA, Calif., August 7, 2025 (GLOBE NEWSWIRE) — AVITA Medical, Inc. (NASDAQ: RCEL, ASX: AVH), a leading therapeutic acute wound care company delivering transformative solutions, today reported financial results for the second quarter ended June 30, 2025.

Financial Results

- **Commercial revenue of \$18.4 million:** Representing an increase of approximately 21% compared to the same period in 2024.
- **Net loss improvement:** Net loss for Q2 2025 was \$9.9 million, or a loss of \$0.38 per basic and diluted share, an improvement from a net loss of \$15.4 million, or a loss of \$0.60 per basic and diluted share, in Q2 2024.
- **Operating expense reduction:** Total operating expenses decreased to \$26.1 million in Q2 2025 from \$28.7 million in Q2 2024.

Business Update

- **Significant headwind from a temporary gap in Medicare Administrative Contractor (MAC) payments** to providers for the use of our flagship RECELL® System, which led to a weakening in demand. Multiple MACs initiated payments in July with resolution expected in Q3.
- **AVITA amends credit terms with OrbiMed:** lowers revenue covenants, issues AVITA common stock in lieu of a cash payment.
- **Strengthening Board with proven healthcare leader:** Appointed Michael Tarnoff, MD, FACS, former Chief Physician Executive and CEO of Tufts Medical Center in Boston, and senior executive at Medtronic and Covidien, to its Board of Directors.

Clinical Highlights

- **RECELL** reduces hospital stays by 36% in real-world analysis of the national burn registry over five years.
- The Centers for Medicare and Medicaid Services (CMS) approves **New Technology Add-on Payment (NTAP)** for the **RECELL System** when performed on trauma wounds in the hospital inpatient setting.
- **Cohealyx™** achieves autograft readiness in as little as five days, first clinical results published.
- **PermeaDerm®** featured in 10 U.S. burn conferences, including first multi-center randomized controlled trial.

Jim Corbett, Chief Executive Officer of AVITA Medical, commented: “Although the first half of 2025 tested our resilience and slowed our pace, a resolution is now underway and our strategic direction hasn’t changed. The data tells the story: RECELL reduces hospital stays by 36%, Cohealyx achieves graft readiness in as little as five days. We’re also grateful for CMS’s support in expanding access to RECELL for Medicare beneficiaries with inpatient trauma wounds with the NTAP. We’re accelerating time to heal, time to recover, and time to deliver value, to patients and providers alike.”

Business update: Delay in provider payment dampened RECELL demand in the first half of 2025

In November 2024, the Centers for Medicare and Medicaid Services (CMS) announced new Category I CPT codes for the use of RECELL as part of its 2025 rule update. Unlike the standard process, CMS did not assign a national payment rate. Instead, it assigned pricing responsibility to the Medicare Administrative Contractors (MACs) under a process known as contractor pricing, an approach CMS occasionally uses when initiating long-term code changes.

Following the implementation of the new codes, claims for the use of RECELL were submitted starting in January 2025. Under the contractor pricing model, it is the MACs' responsibility to adjudicate claims by either assigning a payment rate and reimbursing the claim, or denying the claim, which would allow the provider to appeal and trigger an adjudication through that process. However, in this instance, MACs neither assigned a price or assigned an inadequate price and failed to adjudicate claims in a timely manner. As a result, claims accumulated from January through June, creating a significant backlog of unpaid claims and inadequately paid claims to providers for RECELL procedures. This lack of resolution created uncertainty among providers regarding payment expectations and timelines, which led to a reduction in RECELL utilization during the first half of the year.

While AVITA continued receiving payment for RECELL, this provider reimbursement issue constrained demand meaningfully impacting revenue. For example, across AVITA's top ten hospital accounts, RECELL revenue declined by approximately \$5 million when comparing the second half of 2024 to the first half of 2025. The Company estimates that overall demand for RECELL declined by approximately 20% with revenue declining by approximately \$10 million during this period.

Encouragingly, multi-jurisdictional efforts by the American Medical Association and industry stakeholders have resulted in meaningful progress. In July, multiple MACs have indicated their intent to adjudicate and pay claims under the new codes and the remaining MACs are expected to follow. In light of this development, AVITA anticipates continued resolution of this issue, with RECELL demand recovering in the second half of 2025 as the MACs adjudicate the claims backlog.

As a result of slower than expected sales in the first half, significantly compounded by the ongoing reimbursement issue, AVITA has adjusted its full-year guidance as follows:

- Full-year 2025 revenue guidance to a range of \$76 million to \$81 million compared to previous guidance of \$100 million to \$106 million. This new guidance reflects growth of approximately 19% to 27% over full-year 2024 revenue.
- Cash flow break-even in the second quarter of 2026 and GAAP profitability in the third quarter of 2026, instead of the previously anticipated second half of 2025 and fourth quarter of 2025, respectively.

David O'Toole, Chief Financial Officer of AVITA Medical, commented: "While we've revised our 2025 guidance, our long-term outlook remains intact. We're pleased to have OrbiMed's continued partnership and their willingness to accept equity in lieu of a cash fee reflects strong alignment with our long-term strategy and confidence in the value of the business we're building. Regarding gross margin and gross profit, our gross margin percentage will decline, and gross profit will increase as revenue from PermeaDerm and Cohealyx grows. With our disciplined cost structure, together with stronger revenue expected in the second half of the year, we now anticipate reaching cash flow break-even and GAAP profitability in 2026 as reimbursement pathways stabilize and adoption progresses."

Second Quarter 2025 Financial Results

Commercial revenue was \$18.4 million in the three-months ended June 30, 2025, an increase of \$3.2 million, or 21%, compared to \$15.2 million in the corresponding period in the prior year. The growth in commercial revenue was largely driven by deeper penetration within customer accounts, new accounts for trauma wounds and, to a lesser extent, new product launches.

Gross profit margin was 81.2% compared to 86.1% in the corresponding period in the prior year. The gross margin for only RECELL products was 84.3% for the quarter, which the Company expects to remain in this range for future quarters. The decrease in the overall gross margin percentage from the prior year was primarily caused by product mix, higher inventory reserve, and other adjustments. The Company shares the average sales price for Cohealyx at 50% and for PermeaDerm at 60%. Although these arrangements are highly beneficial, they inevitably result in an overall decrease in the gross margin percentage. Therefore, the product mix is expected to continue to have an impact on the overall gross margin percentage while increasing the gross profit and, given that expenses associated with this revenue do not increase significantly, operating profit on a quarterly basis.

Total operating expenses for the quarter were \$26.1 million, compared to \$28.7 million in the same period in 2024. The decrease is primarily attributable to a \$2.0 million reduction in sales and marketing expenses, which resulted from lower employee-related costs such as salaries, benefits and stock-based compensation due to cost reduction initiatives. Additionally, G&A expenses decreased by \$0.8 million, also attributable to lower salaries, benefits and stock-based compensation. These decreases were partially offset by increased R&D costs of \$0.2 million, because of an increase in headcount. Due to the recent commercial field transformation and additional operational efficiencies that were

implemented, the Company expects to continue to reduce operating expenses by approximately \$2.5 million per quarter going forward.

Other income, net increased by \$0.9 million, resulting in an income of \$2.5 million compared to \$1.6 million in the prior period. In the current period, other income, net includes non-cash gains of \$1.2 million from the change in fair value of warrants, \$0.9 million from the change in fair value of debt, and \$0.4 million from our investments. In the prior period, income consisted of a non-cash gain of \$2.1 million from the change in fair value of warrant liability and \$0.7 million from our investments, which was offset by a non-cash charge of \$1.2 million due to the change in fair value of debt.

Net loss was \$9.9 million, or a loss of \$0.38 per basic and diluted share, compared to a net loss of \$15.4 million, or a loss of \$0.60 per basic and diluted share, in the same period in 2024.

On June 30, 2025, AVITA received a waiver for the trailing 12-month net revenue covenant under its credit agreement with OrbiMed, related to the second quarter of 2025, which had been set at \$78.0 million. On August 7, 2025, the Company entered into its fifth amendment to its credit agreement with OrbiMed, revising the trailing 12-month (“TTM”) revenue covenants for the period spanning July 1, 2025, through June 30, 2026. Under the amended terms, the TTM revenue covenant thresholds are as follows:

Q3 2025: \$73 million
Q4 2025: \$77 million
Q1 2026: \$90 million
Q2 2026: \$103 million

Beginning in Q3 2026, the TTM revenue covenant will be \$115 million and will remain at that level for all subsequent quarters through the maturity of the debt. In consideration for this fifth amendment to the OrbiMed credit agreement, AVITA agreed to issue 400,000 unrestricted common shares to OrbiMed in lieu of a cash fee.

As of June 30, 2025, the Company had approximately \$15.7 million in cash, cash equivalents, and marketable securities.

Webcast and Conference Call Information

AVITA Medical will host a conference call on Thursday, August 7, 2025, at 1:30 p.m. Pacific Time (Friday, August 8, 2025, at 6:30 a.m. Australian Eastern Standard Time) to discuss its second quarter 2025 financial results and recent business and clinical highlights. The live webcast will be available under the Events & Presentations section of the AVITA Medical website at ir.avitamedical.com. To participate by telephone, please register in advance to receive dial-in details and a personal PIN at <https://register-conf.media-server.com/register/B12760d86b79a7479f830f23dd916bd991>. A replay of the webcast will be available shortly after the live event.

About AVITA Medical, Inc.

AVITA Medical[®] is a leading therapeutic acute wound care company delivering transformative solutions. Our technologies are designed to optimize wound healing, effectively accelerating the time to patient recovery. At the forefront of our platform is the RECELL[®] System, approved by the FDA for the treatment of thermal burn and trauma wounds. RECELL harnesses the healing properties of a patient’s own skin to create Spray-On Skin[™] Cells, offering an innovative solution for improved clinical outcomes at the point-of-care. In the U.S., AVITA Medical also holds the exclusive rights to manufacture, market, sell, and distribute PermeaDerm[®], a biosynthetic wound matrix, and the exclusive rights to market, sell, and distribute Cohealyx[™], an AVITA Medical-branded collagen-based dermal matrix.

In international markets, the RECELL System is approved to promote skin healing in a wide range of applications including burns and full-thickness skin defects. The RECELL System, excluding RECELL GO[®], is TGA-registered in Australia, has received CE mark approval in Europe, and has PMDA approval in Japan.

To learn more, visit www.avitamedical.com.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This press release may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to significant risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such statements. Forward-looking statements generally may be identified by the use of words such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “future,” “goal,” “guidance,” “intend,” “look forward,” “may,” “outlook,” “project,” “target,” “will,” “would,” and similar words or expressions, and the use of future dates. Forward-looking statements include, but are not limited to, statements relating to the timing and realization of regulatory approvals of our products; physician acceptance, endorsement, and use of our products; failure to achieve the anticipated benefits from approval of our products; the effect of regulatory actions; product liability claims; risks associated with international operations and expansion; and other business effects, including the effects of industry, as well as other economic or political conditions outside of the Company’s control. These statements are made as of the date of this release, and the Company undertakes no obligation to publicly update or revise any of these statements, except as required by law. For additional information and other important factors that may cause actual results to differ materially from forward-looking statements, please see the “Risk Factors” section of the Company’s latest Annual Report on Form 10-K and other publicly available filings for a discussion of these and other risks and uncertainties.

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media@avitamedical.com

Authorized for release by the Chief Financial Officer of AVITA Medical, Inc.

AVITA MEDICAL, INC.
Consolidated Balance Sheets
(In thousands, except share and per share data)

	As of	
	June 30, 2025	December 31, 2024
ASSETS		
Cash and cash equivalents	\$ 12,216	\$ 14,050
Marketable securities	3,474	21,835
Accounts receivable, net	11,343	11,786
Prepays and other current assets	1,684	2,060
Inventory	7,536	7,269
Total current assets	36,253	57,000
Plant and equipment, net	9,689	10,018
Operating lease right-of-use assets	3,132	3,571
Corporate-owned life insurance ("COLI") asset	2,913	3,006
Intangible assets, net	5,308	5,570
Other long-term assets	839	546
Total assets	\$ 58,134	\$ 79,711
LIABILITIES, NON-QUALIFIED DEFERRED COMPENSATION PLAN SHARE AWARDS AND STOCKHOLDERS' EQUITY (DEFICIT)		
Accounts payable and accrued liabilities	\$ 7,267	\$ 6,294
Accrued wages and fringe benefits	7,941	10,451
Loan facility	42,216	-
Current non-qualified deferred compensation ("NQDC") liability	339	2,094
Contingent liability	3,000	-
Other current liabilities	1,839	1,319
Total current liabilities	62,602	20,158
Loan facility - long-term	-	42,245
Non-qualified deferred compensation liability	3,800	2,969
Contract liabilities	307	324
Operating lease liabilities, long-term	2,372	2,840
Contingent liability, long-term	-	3,000
Warrant liabilities	1,900	3,432
Total liabilities	70,981	74,968
Non-qualified deferred compensation plan share awards	45	244
Commitments and contingencies		
Stockholders' equity (deficit):		
Common stock, \$0.0001 par value per share, 200,000,000 shares authorized, 26,613,678 and 26,354,042, shares issued and outstanding at June 30, 2025 and December 31, 2024, respectively	3	3
Preferred stock, \$0.0001 par value per share, 10,000,000 shares authorized, no shares issued or outstanding at June 30, 2025 and December 31, 2024	-	-
Company common stock held by the non-qualified deferred compensation plan	(1,296)	(1,319)
Additional paid-in capital	374,073	367,568
Accumulated other comprehensive loss	(2,079)	(1,939)
Accumulated deficit	(383,593)	(359,814)
Total stockholders' equity (deficit)	(12,892)	4,499
Total liabilities, non-qualified deferred compensation plan share awards and stockholders' equity (deficit)	\$ 58,134	\$ 79,711

AVITA MEDICAL, INC.
Consolidated Statements of Operations
(In thousands, except share and per share data)
(Unaudited)

	Three-Months Ended		Six-Months Ended	
	June 30, 2025	June 30, 2024	June 30, 2025	June 30, 2024
Sales revenue	\$ 18,226	\$ 15,183	\$ 36,551	\$ 26,287
Lease revenue	192	12	381	12
Total revenues	18,418	15,195	36,932	26,299
Cost of sales	(3,469)	(2,111)	(6,303)	(3,624)
Gross profit	14,949	13,084	30,629	22,675
Operating expenses:				
Sales and marketing	(14,314)	(16,302)	(29,147)	(28,942)
General and administrative	(6,666)	(7,519)	(13,057)	(16,481)
Research and development	(5,117)	(4,887)	(11,400)	(10,081)
Total operating expenses	(26,097)	(28,708)	(53,604)	(55,504)
Operating loss	(11,148)	(15,624)	(22,975)	(32,829)
Interest expense	(1,252)	(1,347)	(2,485)	(2,703)
Other income, net	2,484	1,611	1,693	1,544
Loss before income taxes	(9,916)	(15,360)	(23,767)	(33,988)
Income tax expense	(4)	(33)	(12)	(63)
Net loss	\$ (9,920)	\$ (15,393)	\$ (23,779)	\$ (34,051)
Net loss per common share:				
Basic and diluted	\$ (0.38)	\$ (0.60)	\$ (0.90)	\$ (1.32)
Weighted-average common shares:				
Basic and diluted	26,367,548	25,760,278	26,400,366	25,699,030

