

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 and Exchange Act of 1934

Date of Report (Date of earliest event reported): June 15, 2026

HEARTBEAM, INC.

(Exact name of Registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-41060

(Commission File Number)

47-4881450

(IRS Employer
Identification No.)

2118 Walsh Avenue, Suite 210
Santa Clara, CA 95050

(Address of principal executive offices, including zip code)

(408) 899-4443

(Registrant's telephone number, including area code)

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

- Written communication 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	BEAT	NASDAQ
Warrant	BEATW	NASDAQ

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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

Compensatory Arrangements of Named Executive Officers

On June 15, 2026, the Compensation Committee of the Board of Directors (the “Board”) of HeartBeam, Inc. (the “Company”) approved certain compensatory arrangements for Branislav Vajdic, the Company’s President, Founder and Director, including a performance-based restricted stock unit (“PRSU”) award and a transaction bonus agreement (the “Transaction Bonus Agreement”), each as described below.

PRSU

On June 15, 2026, the Board approved a performance-based restricted stock unit award under the Company’s 2022 Equity Incentive Plan to Dr. Vajdic covering 2,800,000 restricted stock units. The performance-based restricted stock units are eligible to vest only if and to the extent that specified performance-based conditions and service-based conditions are satisfied, or the requirements for accelerated vesting are satisfied.

The performance-based conditions relate to specified operational, software, product-development and clinical study milestones during the period beginning on the grant date and ending on the earlier of the one-year anniversary of the grant date and the day before the effective date of the first Change in Control to occur after the grant date. The service-based conditions are satisfied as to one-third of the performance-based restricted stock units on each of the first three anniversaries of the grant date, subject to Dr. Vajdic’s continued service through the applicable date, provided that if a Change in Control occurs on or before the three-year anniversary of the grant date, then the service-based condition will be satisfied immediately prior to such Change in Control, subject to Dr. Vajdic’s continued service through such time.

The performance-based restricted stock unit award also provides for accelerated vesting upon a qualifying termination before the three-year anniversary of the grant date, to the extent applicable performance milestones were timely achieved before such qualifying termination and subject to Dr. Vajdic’s satisfaction of the applicable release condition.

The foregoing description of the performance-based restricted stock unit award does not purport to be complete and is qualified in its entirety by reference to the full text of the applicable award agreement, which is filed herewith as Exhibit 10.2 and incorporated herein by reference.

Transaction Bonus Agreement

Subject to Dr. Vajdic’s continued employment with the Company through immediately prior to a Qualifying Change in Control (as defined in the Transaction Bonus Agreement), the transaction bonus will be determined based on achievement of specified market capitalization and per-share price thresholds. If the minimum threshold is not achieved, no transaction bonus will be payable.

Any transaction bonus that becomes payable will generally be paid in the same form or forms and in the same proportions of consideration paid to the Company’s stockholders in the Qualifying Change in Control, except that the Board may determine to pay all or a portion of the transaction bonus in cash. Any amount payable at closing will be paid no later than 30 days after the closing, and any amount attributable to post-closing payments will be paid if and when such amounts are paid to the Company’s stockholders, subject to the terms of the Transaction Bonus Agreement.

The foregoing description of the Transaction Bonus Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transaction Bonus Agreement, which is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

† Certain identified information has been excluded from the exhibits marked with this symbol because it is both not material and is the type of information that the Registrant treats as private or confidential.

Exhibit Number	Description
10.1†	Performance-Based Restricted Stock Unit Award Agreement, dated June 15, 2026, by and between HeartBeam, Inc. and Branislav Vajdic
10.2†	Transaction Bonus Agreement, dated June 15, 2026, by and between HeartBeam, Inc. and Branislav Vajdic
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.

HeartBeam, Inc.

Date: June 22, 2026

By: /s/ Timothy Cruickshank

Name: Timothy Cruickshank

Title: Chief Financial Officer

CERTAIN INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT HAS DETERMINED THAT IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.



June 15, 2026

Dear Branislav:

In recognition of your contributions to HeartBeam, Inc. (the "**Company**") and to provide additional incentives for you to maximize the value of the Company, the Company's Compensation Committee of the board of directors (the "**Board**") has awarded you a bonus opportunity (the "**Transaction Bonus**") payable in the event of a Change in Control that occurs after the date first set forth above (the "**Effective Date**"), but prior to the Expiration Date (a "**Qualifying Change in Control**"), on the conditions set forth herein. Capitalized terms which are not otherwise defined in this agreement (this "**Bonus Agreement**") have the meaning ascribed to such terms in Appendix A.

Transaction Bonus Amount and Conditions

Subject to your continued employment with the Company through immediately prior to a Qualifying Change in Control, you will become eligible to receive a bonus in an amount equal to the sum of:

- (i) One percent (1%) of the Aggregate Price Paid, only if the Company's Market Capitalization is at least [***]; plus
- (ii) An additional half percent (0.5%) of the Aggregate Price Paid, [***]; plus
- (iii) An additional half percent (0.5%) of the Aggregate Price Paid [***] (such sum, the "**Transaction Bonus Amount**")

For avoidance of doubt, no bonus will be paid hereunder, and the Transaction Bonus Amount will be zero dollars (\$0), if a Qualifying Change in Control occurs but the Company's Market Capitalization is less than.

In order to receive any Transaction Bonus to which you may otherwise be entitled under this Bonus Agreement, you must execute a general release of claims in a form prescribed by the Company that becomes effective and irrevocable within 60 days following the closing of a Qualifying Change in Control (the "**Closing**").

If you cease to be a Service Provider (defined as an Employee, Director or Consultant) for the Company for any reason prior to the date of a Change in Control, your eligibility to receive a Transaction Bonus will terminate effective on the date of such termination.

Form of Transaction Bonus

Any Transaction Bonus which becomes payable will be subject to the same terms and conditions and paid in the same form or forms of payment and in the same proportions of consideration paid by the purchaser(s) to the holders of the Company's equity securities upon the Qualifying Change in Control, whether such distribution is at Closing or a delayed distribution pursuant to the application of any escrow, earn-out or other similar arrangement, provided that the Board, in its sole discretion, may determine that all or a portion of the Transaction Bonus will be paid in cash, and provided further that the terms and conditions of any delayed payment shall be compliance with, or exempt from, Section 409A of the Code.

Transaction Bonus Payment Timing

Any Transaction Bonus Amount which becomes payable in connection with the Closing of a Qualifying Change in Control will be paid as soon as practicable on or after such Closing, but in no event later than 30 days following such Closing. Any Transaction Bonus Amount related to Post-Closing Payments will be paid if and when paid to the Company's stockholders (and subject to the same terms and conditions as apply to the Company's stockholders generally); provided, however, that any Post-Closing Payments not paid by the 5th anniversary of the Closing will be forfeited. The Company does not expect to enter into a Change in Control transaction providing for Post-Closing Payments which would not be paid by the 5th anniversary of the Closing but, in the event of such a Change in Control transaction, agrees to negotiate in good faith to arrive at a mutually agreeable arrangement.

Section 409A

The Transaction Bonus is intended to either be exempt from, or in compliance with, Section 409A, so that no portion of the Transaction Bonus will be subject to additional tax under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or in such compliance, as applicable. In no event will the Company or any successor reimburse you for taxes incurred as a result of the application of Section 409A. The Company reserves the right, in its sole discretion and without your consent, to take such reasonable actions and make any amendments to this Bonus Agreement as it deems necessary, advisable or desirable to comply with Section 409A or to otherwise avoid income recognition under Section 409A or imposition of any additional tax prior to the actual payment of any Transaction Bonus Amounts.

Severability and Governing Law; Interpretation

If any term of this Bonus Agreement is held to be invalid, void or unenforceable, the remainder of this Bonus Agreement will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternate way to achieve the same result. This Bonus Agreement will be construed and interpreted in accordance with the laws of the state of Delaware (other than its choice-of-law provisions). This Bonus Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one agreement.

This Bonus Agreement shall be interpreted and administered by the Compensation Committee of the Board, whose actions shall be final and binding on all persons and shall be given the maximum deference permitted by law.

No Right to Continued Employment; Entire Agreement

This Bonus Agreement does not guarantee or imply any right to your continued employment for any period whatsoever with the Company or its successor, or any of their subsidiaries or affiliates, and your employment with the Company will continue to be at-will. The terms and conditions of this Bonus Agreement reflect the entire agreement and understanding between you and the Company as to the subject matter herein and supersede all prior or contemporaneous agreements with the Company, whether written or oral. This Bonus Agreement may be modified only by a writing executed by you and a duly authorized member of the Board.

Amendment; Termination

This Bonus Agreement may only be amended or terminated by mutual written consent between the Company and you.

This Bonus Agreement shall automatically terminate upon the earlier of (i) the completion of all payments under its terms, (ii) the date of the first Qualifying Change in Control to occur after the Effective Date if the Bonus Amount payable hereunder in connection with such Qualifying Change in Control is zero dollars (\$0), (iii) the date of termination of your employment with the Company for any reason or no reason, provided that a Qualifying Change in Control has not occurred on or prior to such date; (iv) the Expiration Date, provided that a Qualifying Change in Control has not occurred on or before such date.

[signature page follows]

Please sign and date this Bonus Agreement below to indicate your agreement to the terms described herein. We thank you for your continued service to the Company.

Sincerely,

/s/ Richard Ferrari
Richard Ferrari

June 15, 2026
Date

Board Chair,
Chair of Compensation Committee of the Board

Accepted by:

/s/ Branislav Vajdic
Branislav Vajdic

June 15, 2026
Date

Appendix A

The following definitions will apply to the Bonus Agreement to which this Appendix A is attached. Defined terms not otherwise defined in this Appendix A will have the meaning ascribed to such terms in the Bonus Agreement.

1. “**Change in Control**” means the occurrence a Change in Control within the meaning of Section 2(f) of the Plan, excluding any change in effective control of the Company as a result of Section 2(f)(ii) of the Plan.
2. “**Code**” means the Internal Revenue Code of 1986, as amended.
3. “**Expiration Date**” means the four-year anniversary of the Effective Date.
4. “**Aggregate Price Paid**” means:

(a) With respect to a Change in Control described in Section 2(f)(i) of the Plan, the sum of any cash and the fair market value of any securities or other assets or property available for distribution to the holders of the Company’s equity securities (including any securities that are convertible, exercisable or exchangeable for equity securities) in connection with a Change in Control, including amounts distributed after the Closing pursuant to any escrow, earn-out or other similar arrangement (the “**Post-Closing Payments**”). For purposes of clarification, the amounts available for distribution to holders of the Company’s equity securities as set forth in this Section 7(a) is net of the repayment of all Company debt outstanding, and all costs and fees associated with the transaction.

(b) With respect to a Change in Control described in Section 2(f)(iii) of the Plan, the sum of any cash and the fair market value of any securities or other assets or property received by the Company in connection with a Change in Control, including Post-Closing Payments, after repayment of all Company debt outstanding and after subtracting all costs and fees associated with the transaction.

The fair market value of any securities or other assets or property available for distribution to the holders of the Company’s equity securities or received by the Company, as applicable, in connection with a Change in Control will be determined on the same basis on which such securities or other assets or property were valued in such Change in Control.

5. “**Market Capitalization**” means, with respect to a Qualifying Change in Control, the total value of the outstanding shares of the Company’s common stock immediately prior to the Closing of such Qualifying Change in Control, calculated by multiplying the volume weighted average price per share for the ten (10) trading days immediately preceding the Closing by the total number of outstanding shares of the Company’s common stock as of immediately prior to the Closing.
6. “**Plan**” means the HeartBeam, Inc. 2022 Equity Incentive Plan, as amended.
7. “**Section 409A**” means Section 409A of the Code and any final Treasury Regulations and guidance thereunder and any applicable state law equivalent, as each may be amended or promulgated from time to time.

CERTAIN INFORMATION CONTAINED IN THIS EXHIBIT, MARKED BY [***], HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE REGISTRANT HAS DETERMINED THAT IT IS BOTH NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

HEARTBEAM, INC.
2022 EQUITY INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT AWARD AND

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms that are not defined in this Notice of Restricted Stock Unit Award and Restricted Stock Unit Agreement (the “Notice of Grant”), the Terms and Conditions of Restricted Stock Unit Award, the Non-U.S. Appendix attached hereto as Exhibit B and all other exhibits to these documents (all together, the “Agreement”) have the meanings given to them in the HeartBeam, Inc. 2022 Equity Incentive Plan (the “Plan”).

The Participant has been granted this Restricted Stock Unit (“RSU”) award according to the terms below and subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant	<u>Branislav Vajdic</u>
Participant I.D.	<u>A-100018</u>
Grant Number	<u>PRSU2026001</u>
Grant Date	<u>June 15, 2026</u>
Number of RSUs Granted	<u>2,800,000</u>

Vesting Schedule:

Subject to the acceleration of vesting provisions herein, the RSUs subject to this Agreement are eligible to vest only if and to the extent that (i) both the performance-based conditions and service-based conditions described below are satisfied or (ii) the requirements for accelerated vesting described below are satisfied.

Performance-Based Conditions:

The performance-based conditions for vesting of the RSUs will be satisfied only if and to the extent that the performance milestone designated in the table below (each, a “Milestone Goal”) for the respective portion of the Number of RSUs Granted is achieved during the period beginning on the Grant Date and ending on the earlier of (i) the one-year anniversary of the Grant Date and (ii) the day before the effective date of the first Change in Control (as defined below) to occur after the Grant Date.

Performance Milestones:

% of RSUs Granted	Milestone' Goal
12.5%	***
12.5%	***
12.5%	***
12.5%	***
25%	***
25%	***

All determinations regarding achievement of Milestone Goals shall be made by the Administrator in its reasonable discretion and all such determinations shall be final and binding on all parties. This certification shall be made no later than the earlier of (i) 90 days following the one-year anniversary of the Grant Date and (ii) the day before the effective date of the first Change in Control to occur after the Grant Date (the date of such certification, the "Certification Date"). Any RSUs subject to a Milestone Goal that the Administrator determines has not been achieved in such certification will terminate on such Certification Date for no consideration.

All determinations regarding the occurrence of a Change in Control shall be made by the Administrator in its sole discretion and all such determinations shall be final and binding on all parties. This certification shall be made no later than the day before the effective date of the first Qualifying Change in Control.

Service-Based Conditions:

The service-based conditions for vesting of the RSUs will be satisfied as to one-third (1/3rd) of the RSUs on the one-year anniversary of the Grant Date, as to an additional one-third (1/3rd) of the RSUs on the two-year anniversary of the Grant Date, and as to an additional one-third (1/3rd) of the RSUs on the three-year anniversary of the Grant Date, in each case subject to Participant remaining a Service Provider through the applicable date; provided that, if a Change in Control occurs on or before the three-year anniversary of the Grant Date, then effective as of immediately prior to such Change in Control, the service-based condition will be satisfied with respect to any portion of the RSUs for which the service-based conditions were not otherwise then satisfied, subject to Participant remaining a Service Provider through immediately prior to such Change in Control.

Vesting:

If both the foregoing performance-based conditions and the foregoing service-based conditions for any RSU are satisfied, then that RSU will become vested on the first date on which both such conditions are satisfied.

Accelerated Vesting:

Notwithstanding the foregoing, if (i) Participant ceases to be a Service Provider prior to the three-year anniversary of the Grant Date, at a time when no Change in Control has occurred, due to (A) a termination of Participant's service by the Company other than for Cause (as defined in the letter agreement memorializing terms of Participant's employment dated as of September 10, 2021, as amended (the "Employment Agreement")), death or disability or (B) resignation of Participant's service by Participant with Good Reason (as defined in the Employment Agreement) and (ii) Participant timely satisfies the release condition on payment of severance benefits under the Employment Agreement (taken together, the events under clause (i) and (ii) of this paragraph, a "Qualifying Termination"), then any portions of the RSUs subject to achievement of Milestone Goals that were timely achieved before the date of such Qualifying Termination will become vested effective immediately upon the effective date of such Qualifying Termination.

If and to the extent that both the foregoing performance-based conditions and service-based conditions are not satisfied, and the foregoing requirements for accelerated vesting are not satisfied, no RSUs will vest or become eligible for vesting under this Agreement, and the RSUs or applicable portion thereof will terminate for no consideration. Except as provided under the heading Accelerated Vesting above, if the Participant ceases to be a Service Provider for any or no reason before he or she fully vests in the RSUs, then the unvested RSUs will terminate according to the terms of Section 5 of this Agreement.

The provisions of this Vesting Schedule will apply to the RSUs notwithstanding any contrary terms of this Agreement, the Plan, the Employment Agreement or any other agreement to which both the Company and Participant are parties. Accordingly, no Milestone Goal will be deemed to be satisfied by operation of the Plan (including under Section 14 of the Plan, regardless of whether the RSUs are “continued” within the meaning of Section 14(c) of the Plan) or any such agreement.

The Participant’s signature below (or Participant’s electronic signature or other electronic acknowledgement or acceptance of this Agreement or Award) indicates that:

- (i) He or she agrees that this Restricted Stock Unit award is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.
- (ii) He or she understands that the Company is not providing any tax, legal, or financial advice and is not making any recommendations regarding his or her participation in the Plan or his or her acquisition or sale of Shares.
- (iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal, and financial advisors prior to signing this Agreement, and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal, and financial advisors before taking any action related to the Plan.
- (iv) He or she has read and agrees to each provision of Section 9 of this Agreement.
- (v) He or she will notify the Company of any change to the contact address below.
- (vi) He or she acknowledges and agrees that unless otherwise required to comply with Applicable Laws, these RSUs will be subject to recoupment under any clawback policy that the Company adopts pursuant to Section 17(d) of the Plan.

PARTICIPANT

/s/ Branislav Vajdic
Signature

Address: _____

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT AWARD

1. Grant. The Company grants the Participant an award of RSUs as described in the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with the Participant governing these RSUs, those documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and the Participant governing these RSUs.

2. Company's Obligation to Pay. Each RSU is a right to receive a Share on the date it vests. Until an RSU vests, the Participant has no right to payment of the Share. Before a vested RSU is paid, the RSU is an unsecured obligation of the Company, payable (if at all) only from the Company's general assets. A vested RSU will be paid to the Participant (or in the event of his or her death, to his or her estate or such other person as specified in Section 6 below) in whole Shares. Subject to the provisions of Section 4(b) and notwithstanding anything in the Plan to the contrary, each vested RSU that has met all requirements for settlement under this Agreement will be settled no later than the applicable Settlement Deadline. "Settlement Deadline" with respect to a particular vested RSU means as soon as practicable after vesting (but no later than sixty (60) days following the vesting date (or, if earlier, no later than March 15 of the calendar year following the calendar year in which occurs the first date on which the applicable RSU is no longer subject to a substantial risk of forfeiture for purposes of Section 409A)). If any RSU has not met all the requirements for settlement under this Agreement in a manner that would allow it to be settled by the applicable Settlement Deadline, such RSU will be forfeited as of immediately following the applicable Settlement Deadline. In no event will Participant be permitted, directly or indirectly, to specify the taxable year or date of settlement of any RSUs under this Agreement. For the avoidance of doubt, there may be multiple Settlement Deadlines, with each such Settlement Deadline corresponding to a particular RSU.

3. Vesting. These RSUs will vest only under the Vesting Schedule in the Notice of Grant, Section 4 of this Agreement, or Section 13 of the Plan. RSUs scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest unless the Participant continues to be a Service Provider until the time such vesting is scheduled to occur.

4. Acceleration; Amendment.

(a) Discretionary Acceleration or Amendment. The Administrator may, pursuant to its authority under, and in accordance with, Section 4(b)(v), Section 4(b)(ix), Section 4(b)(xiv) and Section 9(c) of the Plan, in its discretion, unilaterally (x) accelerate, in whole or in part, the vesting of these RSUs, (y) waive or decrease some or all of the requirements required for vesting of unvested RSUs at any time, or (z) waive or decrease some or all of the requirements for settlement of RSUs at any time, in each case, subject to the terms of the Plan but without the need for Participant consent in any instance, and subject to Section 13(j) of this Agreement; provided, however, that no such acceleration, waiver or decrease shall occur or be effective unless such modification would result in this RSU award remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable hereunder will be subject to the additional tax imposed under Code Section 409A. If so modified, the vesting date with respect to the applicable RSUs will be deemed for all purposes of this Agreement to be the date specified by the Administrator (provided, that, for purposes of determining the applicable settlement deadline under Section 1 of this Agreement with respect to such RSUs, the vesting date will be deemed to be no later than the first date on which the RSUs are no longer subject to a substantial risk of forfeiture for purposes of Code Section 409A). The settlement of RSUs through Shares pursuant to this Section 4(a) shall in all cases be no later than the applicable settlement deadline as set forth in Section 1 of this Agreement and at a time or in a manner that is exempt from, or complies with, Code Section 409A. The prior sentence may be superseded in a future agreement or amendment to this Agreement only by direct and specific reference to such sentence.

(b) The Company's intent is that this RSU award be exempt or excepted from the requirements of Code Section 409A. However, in an abundance of caution, the Company is including in this subsection, certain Code Section 409A rules that only apply if these RSUs are not exempt or excepted, and then only in certain circumstances. Specifically, Code Section 409A contains rules that must apply to these RSUs if (a) they are not exempt or excepted from Code Section 409A, (b) the Company has any stock that is publicly traded on an established securities market or otherwise at the time Participant's service terminates, (c) Participant receives acceleration of vesting of these RSUs in connection with a termination of service, and (d) at the time of such termination, Participant is considered a "specified employee" under the Code Section 409A rules. Should these rules ever become applicable to Participant's RSUs, then notwithstanding anything in the Plan, this Agreement or any other agreement (whether entered into before, on or after the Grant Date) to the contrary, if the vesting of these RSUs is accelerated in connection with Participant's termination as a Service Provider (provided that such termination is a "separation from service" within the meaning of Code Section 409A, as determined by the Company), other than due to Participant's death, and if (x) Participant is a U.S. taxpayer and a "specified employee" within the meaning of Code Section 409A at the time of such termination as a Service Provider and (y) the settlement of such accelerated RSUs will result in the imposition of additional tax under Code Section 409A if such settlement is on or within the six (6) month period following Participant's termination as a Service Provider, then the settlement of such accelerated RSUs will not occur until the date six (6) months and one (1) day following the date of Participant's termination as a Service Provider, unless the Participant dies following his or her termination as a Service Provider, in which case, the Shares subject to these RSUs will be settled and issued to the Participant's administrator or executor of his or her estate as soon as practicable following his or her death (subject to Section 6).

5. Forfeiture upon Cessation of Status as a Service Provider. Upon the Participant's termination as a Service Provider for any reason, these RSUs will immediately stop vesting and any of these RSUs that have not yet vested will be forfeited by the Participant for no consideration upon the date that Participant ceases to be a Service Provider for any reason, in all cases, subject to Applicable Laws. For the avoidance of doubt, service during any portion of the vesting period shall not entitle the Participant to vest in a pro rata portion of unvested RSUs. For purposes of the RSUs, the Participant's status as a Service Provider will be considered to be terminated as of the date the Participant is no longer providing services to the Company, or if different, the Participant's employer (the "Employer") or the Subsidiary or Parent to which the Participant is providing services (the Employer, Subsidiary or Parent, as applicable, the "Service Recipient") or other member of the Company Group (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator, the Participant's right to vest in the RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period (e.g., the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is a Service Provider or the terms of the Participant's employment or service agreement, if any). The Administrator shall have the exclusive discretion to determine when the Participant is no longer providing services for purposes of the RSUs (including whether the Participant may still be considered to be providing services while on a leave of absence).

6. Death of Participant. Any distribution or delivery to be made to the Participant under this Agreement will, if he or she is then deceased, be made to the administrator or executor of his or her estate or, if the Administrator permits, his or her designated beneficiary, unless otherwise required to comply with Applicable Laws. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations that apply to the transfer.

7. Tax Obligations.

(a) Tax Withholding.

(i) No Shares will be issued to the Participant until he or she makes satisfactory arrangements (as determined by the Administrator) for the payment of Tax Withholdings. If the Participant is a non-U.S. employee, the method of payment of Tax Withholdings may be restricted by any Appendix (as defined below). If the Participant fails to make satisfactory arrangements for the payment of any Tax Withholdings under this Agreement when any of these RSUs otherwise are supposed to vest or Tax Withholdings related to RSUs otherwise are due, he or she will permanently forfeit the applicable RSUs and any right to receive Shares under such RSUs, and such RSUs will be returned to the Company at no cost to the Company, to the extent permitted by Applicable Laws.

(ii) The Company has the right (but not the obligation) to satisfy any Tax Withholdings by withholding from proceeds of a sale of Shares acquired upon payment of these RSUs arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent), and this will be the method by which such tax withholding obligations are satisfied until the Company determines otherwise, subject to Applicable Laws.

(iii) The Company also has the right (but not the obligation) to satisfy any Tax Withholdings: (a) by reducing the number of Shares otherwise deliverable to the Participant; (b) by requiring payment by cash or check made payable to the Company and/or any Service Recipient with respect to which the withholding obligation arises; (c) by deduction of such amount from salary, wages or other compensation payable to the Participant; or (d) in any combination of the foregoing, or any other method determined by the Administrator to be compliance with Applicable Laws.

(iv) The Company may withhold or account for Tax Withholdings by considering statutory or other withholding rates, including minimum or maximum rates applicable in the Participant's jurisdiction(s). In the event of over-withholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock), or if not refunded, the Participant may seek a refund from the local tax authorities. In the event of under-withholding, the Participant may be required to pay any additional Tax Withholdings directly to the applicable tax authority or to the Company and/or the Employer(s). If the obligation for Tax Withholdings is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the vested RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Withholdings.

(v) Further, if the Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company or the Employer(s) or former Employer(s) may withhold or account for tax in more than one jurisdiction.

(vi) Regardless of any action of the Company or the Employer(s), the Participant acknowledges that the ultimate liability for all Tax Withholdings and any and all additional taxes related to the Award, the Shares or other amounts or property delivered under the Award and the Participant's participation in the Plan is and remains his or her responsibility and may exceed the amount actually withheld by the Company or the Employer(s). The Participant further acknowledges that the Company and the Employer(s) (1) make no representations or undertakings regarding the treatment of any Tax Withholdings in connection with any aspect of these RSUs and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of these RSUs to reduce or eliminate his or her liability for Tax Withholdings or achieve any particular tax result.

(b) Code Section 409A. It is the intent of this Agreement that it and all issuances and benefits to U.S. taxpayers hereunder be exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception under Code Section 409A, or otherwise be exempted or excepted from, or comply with, Code Section 409A, so that none of this Agreement, the RSUs provided under this Agreement, or Shares issuable thereunder will be subject to the additional tax imposed under Code Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be so exempt or excepted, or to so comply. Each issuance upon settlement of the RSUs under this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group have any liability or obligation to reimburse, indemnify, or hold harmless Participant for any taxes that may be imposed, or other costs incurred, on Participant as a result of Code Section 409A.

8. Rights as Stockholder. The Participant's or any other person's rights as a stockholder of the Company (including the right to vote and to receive dividends and distributions) will not begin until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

9. Acknowledgements and Agreements. The Participant's signature on the Notice of Grant accepting these RSUs indicates that:

(a) HE OR SHE ACKNOWLEDGES AND AGREES THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED OR BEING GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

(b) HE OR SHE FURTHER ACKNOWLEDGES AND AGREES THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL AND WILL NOT INTERFERE IN ANY WAY WITH HIS OR HER RIGHT OR THE RIGHT OF THE EMPLOYER(S) TO TERMINATE HIS OR HER RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) The Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) The Participant agrees that the Company's delivery of any documents related to the Plan or these RSUs (including the Plan, the Agreement, the Plan's prospectus, and any reports of the Company provided generally to the Company's stockholders) to him or her may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or to the Internet site of a third party involved in administering the Plan, the delivery of the document via email, or any other means of electronic delivery specified by the Company. If the attempted electronic delivery of such documents fails, the Participant will be provided with a paper copy of the documents. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents that were delivered electronically at no cost to him or her by contacting the Company by telephone or in writing. The Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if the Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents.

(e) The Participant may deliver any documents related to the Plan or these RSUs to the Company by e-mail or any other means of electronic delivery approved by the Administrator, but he or she must provide the Company or any designated third party administrator with a paper copy of any documents if his or her attempted electronic delivery of such documents fails.

(f) The Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive, and final. No member of the Administrator will be personally liable for any such decisions or interpretations.

(g) The Participant agrees that the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time, to the extent permitted by the Plan.

(h) The Participant agrees that the grant of these RSUs is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past.

(i) The Participant agrees that any decisions regarding future Awards will be in the Company's sole discretion.

(j) The Participant agrees that he or she is voluntarily participating in the Plan.

(k) The Participant agrees that these RSUs and any Shares acquired under these RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation.

(l) The Participant agrees that these RSUs, any Shares acquired under these RSUs, and the income from and value of same, are not part of normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits, or similar payments.

(m) The Participant agrees that the future value of the Shares underlying these RSUs is unknown, indeterminable, and cannot be predicted with certainty.

(n) The Participant agrees that no member of the Company Group is liable for any foreign exchange rate fluctuation between the Participant's local currency and the United States Dollar that may affect the value of these RSUs or of any amounts due to him or her from the payment of these RSUs or the subsequent sale of any Shares acquired upon such payment.

(o) Unless otherwise provided in the Plan or by the Administrator in its discretion, the RSUs and the benefits evidenced in this Agreement do not create any entitlement to have the RSUs or any such benefits transferred to, or assumed by, another company, nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Shares.

(p) The Participant agrees that he or she has no claim or entitlement to compensation or damages from any forfeiture of these RSUs resulting from the termination of his or her status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where he or she is a Service Provider or the terms of his or her service agreement, if any).

10. Data Privacy.

(a) The Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Award materials ("Data") by and among, as applicable, the Employer(s), the Company and any member of the Company Group for the exclusive purpose of implementing, administering, and managing his or her participation in the Plan.

(b) The Participant understands that the Company and the Employer(s) may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in his or her favor, for the exclusive purpose of implementing, administering, and managing the Plan.

(c) The Participant understands that Data will be transferred to one or more stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. The Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than his or her country. The Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing his or her participation in the Plan.

(d) The Participant understands that Data will be held only as long as is necessary to implement, administer and manage his or her participation in the Plan. The Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these RSUs, in any case without cost, by contacting in writing his or her local human resources representative. Further, the Participant understands that he or she is providing these consents on a purely voluntary basis. If the Participant does not consent or if he or she later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer(s) will not be adversely affected; the only consequence of refusing or withdrawing his or her consent is that the Company will not be able to grant him or her awards under the Plan or administer or maintain awards. Therefore, the Participant understands that refusing or withdrawing his or her consent may affect his or her ability to participate in the Plan (including the right to retain these RSUs). The Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of his or her refusal to consent or withdrawal of consent.

11. Insider Trading Restrictions/Market Abuse Laws. The Participant acknowledges that he or she may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and the Participant's country of residence, which may affect the Participant's ability to acquire or sell Shares or rights to Shares (e.g., RSUs) under the Plan during such time as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Participant placed before the Participant possessed inside information. Furthermore, the Participant could be prohibited from (i) disclosing the inside information to any third party and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. The Participant should keep in mind third parties includes fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant is responsible for ensuring compliance with any applicable restrictions and should consult with his or her personal legal advisor on this matter.

12. Foreign Asset/Account Reporting Requirements. Depending on the Participant's country, the Participant may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the vesting of the RSUs, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. The Participant may be required to report such assets, accounts, account balances and values, and/or related transactions to the applicable authorities in his or her country. The Participant may also be required to repatriate sale proceeds or other funds received as a result of his or her participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that he or she is responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting and other requirements. The Participant further understands that he or she should consult the Participant's personal tax and legal advisors, as applicable on these matters.

13. Miscellaneous.

(a) Address for Notices. Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at HeartBeam, Inc., 2118 Walsh Avenue, Suite 210, Santa Clara, CA 95050 until the Company designates another address in writing.

(b) Non-Transferability of RSUs. These RSUs may not be transferred other than by will or the applicable laws of descent or distribution.

(c) Binding Agreement. If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors, and assigns of the parties to this Agreement.

(d) Additional Conditions to Issuance of Stock. If at any time the Company determines, in its discretion, that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any U.S. or non-U.S. federal, state or local law the tax Code and related regulations or under the rulings or regulations of the United States Securities and Exchange Commission or any other governmental regulatory body or the clearance, consent or approval of the United States Securities and Exchange Commission or any other governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant hereunder, such issuance will not occur unless and until such listing, registration, qualification, rule compliance, clearance, consent or approval will have been completed, effected or obtained free of any conditions not acceptable to the Company. If any such listing, registration, qualification, rule compliance, clearance, consent or approval has not been completed by the applicable Settlement Deadline with respect to a Restricted Stock Unit in a manner that would allow it to be settled by the applicable Settlement Deadline, such Restricted Stock Unit will be forfeited as of immediately following the Settlement Deadline for no consideration and at no cost to the Company. Subject to the terms of this Agreement and the Plan, the Company shall not be required to issue any certificate or certificates for Shares hereunder prior to the lapse of such reasonable period of time following the date of vesting of a Restricted Stock Unit as the Administrator may establish from time to time for reasons of administrative convenience and any such certificate may be in book entry form.

(e) Captions. Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) Agreement Severable. If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) Non-U.S. Appendix. These RSUs are subject to any special terms and conditions set forth in any appendix to this Agreement for the Participant's country (the "Appendix"). If the Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to him or her to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing; provided, however, that no such imposition of other requirements shall occur or be effective unless such imposition would result in these RSUs remaining exempt or excepted from the requirements of Code Section 409A pursuant to the "short-term deferral" exception or another exception or exemption under Code Section 409A, or otherwise complying with Code Section 409A, in each case such that none of this Agreement, the RSUs provided under this Agreement, or Shares, cash or other property issuable hereunder will be subject to the additional tax imposed under Code Section 409A.

(i) Choice of Law; Choice of Forum. The Plan, this Agreement, these RSUs, and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under the Plan, the Participant's acceptance of these RSUs is his or her consent to the jurisdiction of the State of Delaware and his or her agreement that any such litigation will be conducted in the Delaware Court of Chancery or the federal courts for the United States for the District of Delaware and no other courts, regardless of where he or she is performing services.

(j) Modifications to the Agreement. The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. The Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything in the Plan or this Agreement to the contrary, but subject to Section 13(h), the Administrator may, without the consent of the Participant, modify this Agreement in any of the following manners: (a) take any action permitted by Section 4 of this Agreement, including to waive or decrease, in whole or in part, some or all of the requirements required for vesting of all or a portion of the unvested RSUs; or (b) waive or decrease some or all of the requirements for settlement of RSUs. The Company reserves the right to revise this Agreement as it deems necessary or advisable, in its sole discretion and without the consent of the Participant, to comply with Code Section 409A, to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection with these RSUs, or to comply with other Applicable Laws.

(k) Waiver. The Participant acknowledges that a waiver by the Company of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of this Agreement by him or her.

(l) Language. The Participant acknowledges that the Participant is sufficiently proficient in English, or has consulted with an advisor who is sufficiently proficient in English, so as to allow the Participant to understand the terms of this Agreement. If Participant has received this Agreement, or any other document related to these RSUs and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

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EXHIBIT B

APPENDIX TO RESTRICTED STOCK UNIT AGREEMENT

Terms and Conditions

This Appendix to Restricted Stock Unit Agreement (the "**Appendix**") includes additional terms and conditions that govern these RSUs granted to the Participant under the Plan if he or she resides and/or works in one of the countries listed below on the Grant Date or he or she moves to one of the listed countries. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the same meanings as set forth in the Plan and the Agreement.

If the Participant is a citizen or resident of a country (or if the Participant is considered as such for local law purposes) other than the one in which the Participant is currently residing and/or working, or if the Participant transfers to another country after being granted the RSUs, the Company will, in its discretion, determine the extent to which the terms and conditions contained herein will be applicable to the Participant.

Notifications

This Appendix may also include information regarding securities laws, exchange controls and certain other issues of which the Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of _____. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix 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 Participant vests in or sells the Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to the Participant's particular situation, and the Company is not in a position to assure him or her of a particular result. The 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 the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, transfers employment after these RSUs are granted, or is considered a resident of another country for local law purposes, the information in this Appendix may not apply to him or her, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

Countries
