

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

November 5, 2025

Date of Report (date of earliest event reported)

Ekso Bionics Holdings, Inc.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation or organization)

001-37854

(Commission File Number)

99-0367049

(I.R.S. Employer Identification No.)

101 Glacier Point, Suite A San Rafael California

(Address of Principal Executive Offices)

94901

(Zip Code)

(510) 984-1761

Registrant's telephone number, including area code

Not Applicable

(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 (see General Instruction A.2. below):

- ☐ 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, \$0.001 par value per share	EKSO	NASDAQ Capital Market

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

Equity Award Grants

On November 5, 2025, in order to assist in retention and to help motivate each of Scott Davis, Jerome Wong and Jason Jones (each, an “Executive”) to drive stockholder growth and achieve the Company’s strategic goals, the board of directors of Ekso Bionics Holdings, Inc. (the “Company”) approved the following equity awards grants: (A) an award of restricted stock units (“RSUs”) to each of Messrs. Davis, Wong and Jones covering 80,000, 19,500 and 15,000 shares of the Company’s Common Stock, respectively, and (B) an award of phantom performance-based RSUs (“Phantom PSUs”) to each of Messrs. Davis, Wong and Jones covering 185,000, 40,000 and 32,000 notional shares of the Company’s Common Stock, respectively. Each award of RSUs and Phantom PSUs was granted under and subject to the terms of the Company’s Amended and Restated 2014 Equity Incentive Plan (the “Plan”) and an award agreement thereunder.

Each award of RSUs was fully vested as of the date of grant and is subject to the terms of the Company’s standard form of RSU award agreement.

Each award of Phantom PSUs is scheduled to vest upon achievement of each of the following two performance requirements within the five-year period following the date of grant, in each case subject to the applicable Executive’s continued employment through the applicable date of achievement: (i) the occurrence of a Change in Control (as defined in the Plan), and (ii) achievement of a Stock Price (as defined below) of at least \$7.50.

“Stock Price” means either (i) the average closing price of a share of Company capital stock as reported on the securities exchange constituting the primary market for the Company’s capital stock for any consecutive five trading day period occurring in the three month period immediately preceding the occurrence of a Change in Control, or (ii) the closing price of a share of Company capital stock on the Change in Control date.

Upon vesting, the Phantom PSUs will be settled only in cash and not in shares of Company Common Stock.

The foregoing description of each award of Phantom PSUs is not complete and is qualified in its entirety by reference to the full text of the form of Phantom Performance-Based Restricted Stock Unit Agreement, a copy of which is filed as Exhibit 10.1 hereto.

Change in Control and Severance Agreements

On November 5, 2025, the Company entered into a Change in Control and Severance Agreement (a “Severance Agreement”) with each Executive. Each Severance Agreement supersedes all prior understandings with respect to severance benefits entered into between the Company and the applicable Executive.

In the event of a termination of employment by the Company other than for Cause (as defined in each Severance Agreement), but excluding a termination by reason of death or disability, which occurs other than within the period commencing on and ending twelve months following a Change in Control, the Severance Agreements provide for continuing payment of base salary over a period of 6 months (or 9 months with respect to Mr. Davis) in accordance with the Company’s normal payroll procedures.

In the event of a termination of employment either (A) by the Company other than for Cause, but excluding a termination by reason of death or disability, or (B) by the Executive’s resignation for Good Reason (as defined in each Severance Agreement), in either case within the Change in Control Period, the Severance Agreements provide for the following severance payments or benefits (i) a single lump sum payment equal to 9 months’ base salary (or 18 months’ with respect to Mr. Davis), (ii) payment or reimbursement of the cost of premiums for continued medical coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, for the Executive and his eligible dependents for a period of 9 months (or 18 months with respect to Mr. Davis), and (iii) full vesting acceleration and exercisability for all Company equity awards held by an Executive that are subject to time-based vesting requirements.

Payment of amounts under the Severance Agreements are subject to the effectiveness and non-revocation of a release of claims by an applicable Executive in favor of the Company.

Additionally, any amounts which would be paid pursuant to the Severance Agreements, or otherwise, which would otherwise be subject to the excise tax imposed by Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended, will either (A) be paid in full, or (B) if such reduction would lead to a better after-tax result, reduced so that no portion of such payments will be subject to such excise tax.

The foregoing description of the Severance Agreements is not complete and is qualified in its entirety by reference to the full text thereof, copies of which are filed as Exhibits 10.2, 10.3 and 10.4 hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit	Description
<u>10.1</u>	<u>Amended and Restated 2014 Equity Incentive Plan Form of Phantom Performance-Based Restricted Stock Unit Agreement</u>
<u>10.2</u>	<u>Change in Control and Severance Agreement, dated November 5, 2025, by and between the registrant and Scott G. Davis</u>
<u>10.3</u>	<u>Change in Control and Severance Agreement, dated November 5, 2025, by and between the registrant and Jerome Wong</u>
<u>10.4</u>	<u>Change in Control and Severance Agreement, dated November 5, 2025, by and between the registrant and Jason Jones</u>
104	Coverage Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

EKSO BIONICS HOLDINGS, INC.

By: /s/ Jerome Wong

Name: Jerome Wong

Title: Chief Financial Officer

Dated: November 7, 2025

PHANTOM PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT

EKSO BIONICS HOLDINGS, INC.

THIS PHANTOM PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT (this “**Agreement**”) is entered into as of the ____ day of ____, 20__ (the “**Grant Date**”)

BETWEEN:

EKSO BIONICS HOLDINGS, INC., a company incorporated pursuant to the laws of the State of Nevada (the “**Company**”),

AND:

[INSERT NAME], of [INSERT CITY], [INSERT STATE] (the “**Grantee**”).

WHEREAS:

A. The Board of Directors of the Company (the “**Board**”) has approved and adopted the Ekso Bionics Holdings, Inc. Amended and Restated 2014 Equity Incentive Plan (the “**2014 Plan**”), pursuant to which awards of Restricted Stock Units may be granted;

B. The Board has determined that it is in the best interests of the Company and its shareholders to grant the award of phantom Restricted Stock Units subject to performance-based vesting (“**PSUs**”) provided for herein (the “**Award**”); and

C. Upon vesting, each PSU subject to the Award shall be settled in cash and no PSU shall be settled in Shares.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of PSUs.

1.1 Pursuant to the Plan, the Company hereby issues to the Grantee on the Grant Date the Award consisting of, in the aggregate, [NUMBER] PSUs. Each PSU represents one Share, subject to the terms and conditions set forth in this Agreement and the Plan, provided that, upon vesting each PSU shall not be settled in Shares but will instead be settled in an amount in cash determined pursuant to Section 6. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

1.2 The PSUs shall be credited to a separate account maintained for the Grantee on the books and records of the Company (the “**Account**”). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

2. Consideration. The grant of the PSUs is made in consideration of the services to be rendered by the Grantee to the Company.

3. Vesting and Performance Period

3.1 Except as otherwise provided herein, the PSUs will vest in accordance with the terms of the vesting appendix in Exhibit A, which is incorporated by reference (the period during which restrictions apply, the “**Restricted Period**”). Once vested, the PSUs become “**Vested Units**.”

3.2 The performance period for this Award shall commence as of the Grant Date and end on the fifth anniversary of the Grant Date (the “**Performance Period**”).

3.3 The foregoing vesting schedule notwithstanding, if the Grantee’s Continuous Employment terminates for any reason at any time before all of his or her PSUs have vested, the Grantee’s unvested PSUs shall be automatically forfeited upon such termination of Continuous Employment and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement. For purposes of this Agreement, the term “**Continuous Employment**” means that the Grantee’s employment with the Company or an Affiliate is not interrupted or terminated. The Grantee’s Continuous Employment shall not be deemed to have terminated merely because of a change in the entity for which the Grantee renders such employment, *provided that* there is no interruption or termination of the Grantee’s Continuous Employment; *provided further that* if this Agreement is subject to Section 409A of the Code, this sentence shall only be given effect to the extent consistent with Section 409A of the Code. The Administrator or its delegate, in its sole discretion, may determine whether Continuous Employment shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal or family leave of absence.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the PSUs are settled in accordance with Section 6, the PSUs or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the PSUs or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the PSUs will be forfeited by the Grantee and all of the Grantee’s rights to such units shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder. The Grantee shall in no event have any rights of a shareholder with respect to the PSUs.

6. Settlement of PSUs. Subject to Section 13 hereof, as soon as administratively practical following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting date occurs, the Company shall deliver to the Grantee an amount in cash equal to the Fair Market Value of the number of Shares underlying the Vested Units on the vesting date.

7. Adjustments. In the case of any stock split, stock dividend or like change in the nature, the PSUs shall be adjusted or terminated in any manner as contemplated by Section 14(a) of the Plan.

8. Subject to 2014 Plan. The terms of the PSUs are subject to the provisions of the 2014 Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the 2014 Plan, as the same may be from time to time amended, shall be governed by the provisions of the 2014 Plan, a copy of which has been delivered to the Grantee, and which is available for inspection at the principal offices of the Company.

9. Professional Advice. The acceptance of the PSUs and cash settlement of the PSUs may have consequences under foreign, federal and state tax (including social security contributions) and securities laws which may vary depending upon the individual circumstances of the Grantee. Accordingly, the Grantee acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to PSUs. Without limiting other matters to be considered with the assistance of the Grantee’s professional advisors, the Grantee should consider the foreign, federal, state and local tax consequences (including social security contributions) of this Agreement, including without limitation the grant of PSUs hereunder.

10. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee’s

service at any time, with or without cause.

11. Entire Agreement. This Agreement is the only agreement between the Grantee and the Company with respect to the PSUs, and this Agreement and the 2014 Plan supersede all prior and contemporaneous oral and written statements and representations and contain the entire agreement between the parties with respect to the PSUs.

12. Tax Liability and Withholding.

12.1 If required by federal, state, or local tax laws, the Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any cash compensation, including wages, paid to the Grantee by the Company or one of its Affiliates, the amount of any required withholding taxes in respect of the PSUs and to take all such other action as the Administrator deems necessary to satisfy all obligations for the payment of such withholding taxes. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit the Grantee to satisfy any federal, state or local tax withholding obligation, in whole or in part by selling a sufficient number of shares of Common Stock otherwise deliverable to the Grantee through such means as the Administrator may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld.

12.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding (“**Tax-Related Items**”), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the PSUs; and (b) does not commit to structure the PSUs to reduce or eliminate the Grantee's liability for Tax-Related Items.

13. Compliance with Law. The settlement of the PSUs shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No PSUs will be settled unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

14. Consent to Transfer of Personal Data. In administering the Plan, or to comply with applicable legal, regulatory, tax, or accounting requirements, it may be necessary for the Company to transfer certain Grantee data to an affiliate or to its outside service providers or governmental agencies. By accepting the PSU, the Grantee consents, to the fullest extent permitted by law, to the use and transfer, electronically or otherwise, of the Grantee's personal data to such entities for such purposes.

15. Notices. Any notice required or permitted to be made or given hereunder shall be mailed or delivered personally to the addresses set forth below, or as changed from time to time by written notice to the other:

The Company:	Ekso Bionics Holdings, Inc. 101 Glacier Point, Suite A San Rafael, CA 94901 Attention: Board of Directors
The Grantee:	[INSERT NAME] [INSERT ADDRESS]

16. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Administrator for review. The resolution of such dispute by the Administrator shall be final and binding on the Grantee and the Company.

17. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the PSUs may be transferred by will or the laws of descent or distribution.

18. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

19. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the PSUs in this Agreement does not create any contractual right or other right to receive any PSUs or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

20. Amendment. The Administrator has the right to amend, alter, suspend, discontinue or cancel the PSUs, prospectively or retroactively; provided, that, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

21. Section 409A. This Award is intended to be a short-term deferral exempt from Section 409A of the Code and shall be interpreted consistent with this intention. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

22. No Impact on Other Benefits. The value of the Grantee's PSUs is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

24. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the PSUs subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the vesting or settlement of the PSUs and that the Grantee has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

[SIGNATURE PAGE FOLLOWS]

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

EKSO BIONICS HOLDINGS, INC.

By: _____

Name:

Title:

GRANTEE:

Signature: _____

Name (please type or print):

Exhibit A

Vesting Appendix

1. Vesting Schedule. Vesting of the PSUs is subject to Grantee's Continuous Employment (the **'Employment Requirement'**) through achievement of each of the following two requirements (each, a **"Performance Requirement"**), in each case during the Performance Period:

- 1.1 The occurrence of the first Change in Control following the Grant Date; and
- 1.2 Achievement of the Stock Price Goal (as described in Section 2 below).

2. Stock Price Goal. The Stock Price Goal will be achieved upon certification by the Administrator of achievement during the Performance Period of a Stock Price of at least \$7.50, subject to Grantee's Continuous Employment through the date of certification.

"Stock Price" means either (i) the average closing price of a share of Company capital stock as reported on the securities exchange constituting the primary market for the Company's capital stock for any consecutive five (5) trading day period occurring in the three (3) month period immediately preceding the occurrence of a Change in Control, or (ii) the closing price of a share of Company capital stock on the Change in Control date.

3. Certification of Performance. The Administrator will determine and certify in writing whether the Company has achieved the Stock Price Goal on a date that occurs within the ten (10) day period prior to the expected date of completion of a Change in Control, with such expected date determined by the Administrator, in its sole discretion. The vesting of any PSUs shall thereafter remain subject to the occurrence of such Change in Control and the Employment Requirement.

4. Forfeiture. Any PSUs that have not become Vested Units shall expire and shall be forfeited for no consideration on the earliest of (i) the day following the first Change in Control following the Grant Date, or (ii) the day following the last day of the Performance Period. In addition, all PSUs that have not become Vested Units will be immediately forfeited for no consideration upon Grantee's termination of Continuous Employment.

EKSO BIONICS HOLDINGS, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “**Agreement**”) is made between Ekso Bionics Holdings, Inc. (the “**Company**”) and Scott G. Davis (the “**Executive**”).

This Agreement provides certain protections to the Executive in connection with the involuntary termination of the Executive’s employment under the circumstances described in this Agreement. Certain capitalized terms in this Agreement that are not otherwise defined will have the meanings ascribed to such terms in Section 7.

The Company and the Executive agree as follows:

1. **Term of Agreement.** This Agreement will continue indefinitely until terminated by written consent of the parties hereto, or if earlier, upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. **At-Will Employment.** The Company and the Executive acknowledge that the Executive’s employment is and will continue to be at-will, as defined under applicable law.

3. **Severance Benefits.**

(a) **Qualifying Non-CIC Termination.** On a Qualifying Non-CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** Continuing payments of the Executive’s Salary, less applicable withholdings, for a period of 9 months.

(b) **Qualifying CIC Termination.** On a Qualifying CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** A single, lump sum payment equal to 18 months of the Executive’s Salary, less applicable withholdings.

(ii) **COBRA Coverage.** Subject to Section 3(d), the Company will pay or reimburse the Executive for the premiums for coverage under COBRA for the Executive and the Executive’s eligible dependents, if any, at the rates then in effect, subject to any subsequent changes in rates that are generally applicable to the Company’s active employees until the earliest of (A) a period of 18 months from the date of the Executive’s termination of employment, (B) the date upon which the Executive (and the Executive’s eligible dependents, as applicable) becomes covered under similar plans, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA.

(iii) **Equity Vesting Acceleration.** Vesting acceleration (and exercisability, as applicable) as to 100% of the then-unvested shares subject to each of the Executive’s then-outstanding compensatory equity awards issued by the Company that are subject to time-based vesting conditions. In the case of an equity award subject to performance-based vesting conditions, such equity award will be treated as set forth in the applicable agreement evidencing such equity award.

(c) **Termination Other Than a Qualifying Termination.** If the termination of the Executive’s employment with the Company Group is not a Qualifying Termination, then the Executive will not be entitled to receive severance or other benefits.

(d) **Conditions to Receipt of COBRA Coverage.** The Executive’s receipt of the benefits set forth in Section 3(b)(ii) (“**COBRA Coverage**”) is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive’s eligible dependents, if any. If the Company determines in its sole discretion that it cannot provide the COBRA Coverage without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of any COBRA Coverage, the Company will provide to the Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue his or her group health coverage in effect on the date of his or her Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Coverage for the Executive and any of eligible dependents of the Executive) (each, a “**COBRA Replacement Payment**”), which COBRA Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Coverage period. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the COBRA Replacement Payments or any further COBRA Coverage.

(e) **Non-Duplication of Payment or Benefits.** Notwithstanding any provision of this Agreement to the contrary, if the Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any equity awards (other than under this Agreement) by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which any member of the Company Group is a party (“**Other Benefits**”), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to the Executive.

(f) **Death of the Executive.** In the event of the Executive’s death before all payments or benefits the Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to the Executive’s designated beneficiary, if living, or otherwise to the Executive’s personal representative in a single lump sum as soon as possible following the Executive’s death.

(g) **Transfer Between Members of the Company Group.** For purposes of this Agreement, if the Executive is involuntarily transferred from one member of the Company Group to another, the transfer will not be a termination without Cause.

(h) **Exclusive Remedy.** In the event of a termination of the Executive’s employment with the Company Group, the provisions of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which the Executive may otherwise be entitled, whether at law, tort or contract, or in equity. The Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Agreement.

4. **Accrued Compensation.** On any termination of the Executive’s employment with the Company Group, the Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to the Executive under any Company Group-provided plans, policies, and arrangements.

5. **Conditions to Receipt of Severance.**

(a) **Separation Agreement and Release of Claims.** The Executive’s receipt of any severance payments or benefits upon the Executive’s Qualifying

Termination under Section 3 is subject to the Executive signing and not revoking the Company's then-standard separation agreement and release of claims (the "**Release**"), which must become effective and irrevocable no later than the 60th day following the Executive's Qualifying Termination (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to severance payments or benefits under Section 3.

(b) Payment Timing. Any lump sum payments under Sections 3(a) and 3(b) will be provided, or in the case of installment payments, will commence, on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable (the "**Severance Start Date**"), subject to any delay required by Section 5(d) below and further provided that if the Release Deadline occurs in a later calendar year than the Qualifying Termination, the Severance Start Date shall occur no earlier than the first day of the calendar year in which the Release Deadline occurs. Any taxable installments of any COBRA-related severance benefits that otherwise would have been made to the Executive on or before the Severance Start Date will be paid on the Severance Start Date, and any remaining COBRA-related severance benefits installments thereafter will be provided as specified in the Agreement. Any restricted stock units, performance shares, performance units, and/or similar full value awards that accelerate vesting under Section 3 will be settled, as applicable on a date no later than 10 days following the date the Release becomes effective and irrevocable.

(c) Return of Company Property. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive returning all documents and other property provided to the Executive by any member of the Company Group (with the exception of a copy of the Company employee handbook and personnel documents specifically relating to the Executive), developed or obtained by the Executive in connection with Executive's employment with the Company Group, or otherwise belonging to the Company Group.

(d) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated under Section 409A of the Code (collectively, "**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted in accordance with this intent. No payment or benefits to be paid to the Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until the Executive has a "separation from service" within the meaning of Section 409A. If, at the time of the Executive's termination of employment, the Executive is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Executive will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following the Executive's termination of employment. The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of the Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group reimburse, indemnify, or hold harmless the Executive for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

(e) Resignation of Officer and Director Positions. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive resigning from all officer and director positions with all members of the Company Group and the Executive executing any documents the Company may require in connection with the same.

6. Limitation on Payments.

(a) Reduction of Severance Benefits. If any payment or benefit that the Executive would receive from any Company Group member or any other party whether in connection with the provisions in this Agreement or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment will be equal to the Best Results Amount. The "**Best Results Amount**" will be either (x) the full amount of the Payment or (y) a lesser amount that would result in no portion of the Payment being subject to the Excise Tax, whichever of those amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will the Executive have any discretion with respect to the ordering of Payment reductions. The Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and the Executive will not be reimbursed, indemnified, or held harmless by any member of the Company Group for any of those payments of personal tax liability.

(b) Determination of Excise Tax Liability. Unless the Company and the Executive otherwise agree in writing, the Company will select a professional services firm (the "**Firm**") to make all determinations required under this Section 6, which determinations will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments for the Firm's services in connection with any calculations contemplated by this Section 6. The Company will have no liability to the Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

(a) "**Board**" means the Company's Board of Directors.

(b) "**Cause**" means (i) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of Executive by the Company in Executive's role with the Company, which failure or refusal continues for more than thirty 30 days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal; (ii) the Executive's conviction of, or plea of nolo contendere to, (A) any felony or (B) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations; (C) the Executive's misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to any member of the Company Group; (D) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company; or (E) other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of any member of the Company Group.

(c) "**Change in Control**" has the meaning ascribed to such term in the Company's Amended and Restated 2014 Equity Incentive Plan.

(d) "**Change in Control Period**" means the period beginning on and ending twelve 12 months following a Change in Control.

(e) "**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(f) "**Code**" means the Internal Revenue Code of 1986, as amended.

(g) "**Company Group**" means the Company and any subsidiaries of the Company.

(h)“ **Confidentiality Agreement**” means the Employee Invention Assignment and Confidentiality Agreement previously executed by the Company and the Executive.

(i)“ **Disability**” means a total and permanent disability as defined in Section 22(e)(3) of the Code.

(j)“ **Good Reason**” means the Executive’s termination of employment within 90 days following any of the following events (without the Executive’s express written consent): (A) a material reduction by the Company in the Executive’s then applicable Salary, unless said reduction is pari passu with other executives of the Company; (B) a material reduction in the Executive’s employment responsibilities; or (C) a geographical relocation of the Executive more than 50 miles from the current location of the Executive’s place of employment. Notwithstanding the foregoing, a termination of Executive’s employment for Good Reason shall not have occurred unless (i) the Executive gives written notice to the Company (or other employing member of the Company Group) within 30 days after the Executive first becomes aware of the occurrence of the circumstances constituting Good Reason, and the Company (or other member of the Company Group) has failed within 30 days after receipt of such notice to cure the circumstances constituting Good Reason.

(k)“ **Qualifying CIC Termination**” means a termination of the Executive’s employment either (i) by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) or (ii) by the Executive for Good Reason, in either case, during the Change in Control Period.

(l)“ **Qualifying Non-CIC Termination**” means a termination of the Executive’s employment by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) outside of the Change in Control Period.

(m)“ **Qualifying Termination**” means a Qualifying CIC Termination or a Qualifying Non-CIC Termination.

(n)“ **Salary**” means the Executive’s annual base salary as in effect immediately prior to the Executive’s Qualifying Termination (or if the Qualifying Termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Executive’s annual base salary in effect immediately prior to the reduction) or, if the Executive’s Qualifying Termination is a Qualifying CIC Termination and the amount is greater, at the level in effect immediately prior to the Change in Control.

8. Successors. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of the Executive upon the Executive’s death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of the Executive’s right to compensation or other benefits will be null and void.

9. Notice.

(a) General. All notices and other communications required or permitted under this Agreement shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by email, (iii) 24 hours after confirmed facsimile transmission, (iv) one 1 business day after deposit with a recognized overnight courier, or (v) 3 business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Executive, at the address the Executive shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Ekso Bionics Holdings, Inc.
101 Glacier Point, Suite A
San Rafael, CA 95901

(b) Notice of Termination. Any termination by a Company Group member for Cause will be communicated by a notice of termination to the Executive, and any termination by the Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9(a) of this Agreement. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than 30 days after the giving of the notice).

10. Resignation. The termination of the Executive’s employment for any reason will also constitute, without any further required action by the Executive, the Executive’s voluntary resignation from all officer and/or director positions held at any member of the Company Group, and at the Board’s request, the Executive will execute any documents reasonably necessary to reflect the resignations.

11. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that the Executive may receive from any other source except as specified in Section 3(e).

(b) Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than the Executive) and by the Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement, including, for the avoidance of doubt, any other employment letter or agreement, severance policy or program, or equity award agreement.

(e) Choice of Law. This Agreement will be governed by the laws of the State of California without regard to California’s conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, Executive hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against the Executive by the Company.

(f) Arbitration. Any and all controversies, claims, or disputes with anyone under this Agreement (including the Company and any employee, officer, director, stockholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from the Executive’s employment with the Company Group, shall be subject to arbitration in accordance with the provisions of the Confidentiality Agreement.

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(h) Withholding. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll

deductions. No member of the Company Group will pay the Executive's taxes arising from or relating to any payments or benefits under this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows.]

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

COMPANY EKS0 BIONICS HOLDINGS, INC.
By: /s/ Jerome Wong
Name: Jerome J. Wong
Title: Chief Financial Officer
Date: 1/4/2025

EXECUTIVE By: /s/ Scott Davis
Name: Scott G. Davis
Title: Chief Executive Officer
Date: 1/5/2025

EKSO BIONICS HOLDINGS, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “**Agreement**”) is made between Ekso Bionics Holdings, Inc. (the “**Company**”) and Jerome J. Wong (the “**Executive**”).

This Agreement provides certain protections to the Executive in connection with the involuntary termination of the Executive’s employment under the circumstances described in this Agreement. Certain capitalized terms in this Agreement that are not otherwise defined will have the meanings ascribed to such terms in Section 7.

The Company and the Executive agree as follows:

1. **Term of Agreement.** This Agreement will continue indefinitely until terminated by written consent of the parties hereto, or if earlier, upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. **At-Will Employment.** The Company and the Executive acknowledge that the Executive’s employment is and will continue to be at-will, as defined under applicable law.

3. **Severance Benefits.**

(a) **Qualifying Non-CIC Termination.** On a Qualifying Non-CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** Continuing payments of the Executive’s Salary, less applicable withholdings, for a period of ~~6~~ 9 months.

(b) **Qualifying CIC Termination.** On a Qualifying CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** A single, lump sum payment equal to 9 months of the Executive’s Salary, less applicable withholdings.

(ii) **COBRA Coverage.** Subject to Section 3(d), the Company will pay or reimburse the Executive for the premiums for coverage under COBRA for the Executive and the Executive’s eligible dependents, if any, at the rates then in effect, subject to any subsequent changes in rates that are generally applicable to the Company’s active employees until the earliest of (A) a period of 9 months from the date of the Executive’s termination of employment, (B) the date upon which the Executive (and the Executive’s eligible dependents, as applicable) becomes covered under similar plans, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA.

(iii) **Equity Vesting Acceleration.** Vesting acceleration (and exercisability, as applicable) as to 100% of the then-unvested shares subject to each of the Executive’s then-outstanding compensatory equity awards issued by the Company that are subject to time-based vesting conditions. In the case of an equity award subject to performance-based vesting conditions, such equity award will be treated as set forth in the applicable agreement evidencing such equity award.

(c) **Termination Other Than a Qualifying Termination.** If the termination of the Executive’s employment with the Company Group is not a Qualifying Termination, then the Executive will not be entitled to receive severance or other benefits.

(d) **Conditions to Receipt of COBRA Coverage.** The Executive’s receipt of the benefits set forth in Section 3(b)(ii) (“**COBRA Coverage**”) is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive’s eligible dependents, if any. If the Company determines in its sole discretion that it cannot provide the COBRA Coverage without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of any COBRA Coverage, the Company will provide to the Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue his or her group health coverage in effect on the date of his or her Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Coverage for the Executive and any of eligible dependents of the Executive) (each, a “**COBRA Replacement Payment**”), which COBRA Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Coverage period. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the COBRA Replacement Payments or any further COBRA Coverage.

(e) **Non-Duplication of Payment or Benefits.** Notwithstanding any provision of this Agreement to the contrary, if the Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any equity awards (other than under this Agreement) by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which any member of the Company Group is a party (“**Other Benefits**”), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to the Executive.

(f) **Death of the Executive.** In the event of the Executive’s death before all payments or benefits the Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to the Executive’s designated beneficiary, if living, or otherwise to the Executive’s personal representative in a single lump sum as soon as possible following the Executive’s death.

(g) **Transfer Between Members of the Company Group.** For purposes of this Agreement, if the Executive is involuntarily transferred from one member of the Company Group to another, the transfer will not be a termination without Cause.

(h) **Exclusive Remedy.** In the event of a termination of the Executive’s employment with the Company Group, the provisions of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which the Executive may otherwise be entitled, whether at law, tort or contract, or in equity. The Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Agreement.

4. **Accrued Compensation.** On any termination of the Executive’s employment with the Company Group, the Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to the Executive under any Company Group-provided plans, policies, and arrangements.

5. **Conditions to Receipt of Severance.**

(a) **Separation Agreement and Release of Claims.** The Executive’s receipt of any severance payments or benefits upon the Executive’s Qualifying

Termination under Section 3 is subject to the Executive signing and not revoking the Company's then-standard separation agreement and release of claims (the "**Release**"), which must become effective and irrevocable no later than the 60th day following the Executive's Qualifying Termination (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to severance payments or benefits under Section 3.

(b) Payment Timing. Any lump sum payments under Sections 3(a) and 3(b) will be provided, or in the case of installment payments, will commence, on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable (the "**Severance Start Date**"), subject to any delay required by Section 5(d) below and further provided that if the Release Deadline occurs in a later calendar year than the Qualifying Termination, the Severance Start Date shall occur no earlier than the first day of the calendar year in which the Release Deadline occurs. Any taxable installments of any COBRA-related severance benefits that otherwise would have been made to the Executive on or before the Severance Start Date will be paid on the Severance Start Date, and any remaining COBRA-related severance benefits installments thereafter will be provided as specified in the Agreement. Any restricted stock units, performance shares, performance units, and/or similar full value awards that accelerate vesting under Section 3 will be settled, as applicable on a date no later than 10 days following the date the Release becomes effective and irrevocable.

(c) Return of Company Property. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive returning all documents and other property provided to the Executive by any member of the Company Group (with the exception of a copy of the Company employee handbook and personnel documents specifically relating to the Executive), developed or obtained by the Executive in connection with Executive's employment with the Company Group, or otherwise belonging to the Company Group.

(d) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated under Section 409A of the Code (collectively, "**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted in accordance with this intent. No payment or benefits to be paid to the Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until the Executive has a "separation from service" within the meaning of Section 409A. If, at the time of the Executive's termination of employment, the Executive is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Executive will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following the Executive's termination of employment. The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of the Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group reimburse, indemnify, or hold harmless the Executive for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

(e) Resignation of Officer and Director Positions. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive resigning from all officer and director positions with all members of the Company Group and the Executive executing any documents the Company may require in connection with the same.

6. Limitation on Payments.

(a) Reduction of Severance Benefits. If any payment or benefit that the Executive would receive from any Company Group member or any other party whether in connection with the provisions in this Agreement or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment will be equal to the Best Results Amount. The "**Best Results Amount**" will be either (x) the full amount of the Payment or (y) a lesser amount that would result in no portion of the Payment being subject to the Excise Tax, whichever of those amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will the Executive have any discretion with respect to the ordering of Payment reductions. The Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and the Executive will not be reimbursed, indemnified, or held harmless by any member of the Company Group for any of those payments of personal tax liability.

(b) Determination of Excise Tax Liability. Unless the Company and the Executive otherwise agree in writing, the Company will select a professional services firm (the "**Firm**") to make all determinations required under this Section 6, which determinations will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments for the Firm's services in connection with any calculations contemplated by this Section 6. The Company will have no liability to the Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

(a) "**Board**" means the Company's Board of Directors.

(b) "**Cause**" means (i) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of Executive by the Company in Executive's role with the Company, which failure or refusal continues for more than thirty 30 days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal; (ii) the Executive's conviction of, or plea of nolo contendere to, (A) any felony or (B) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations; (C) the Executive's misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to any member of the Company Group; (D) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company; or (E) other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of any member of the Company Group.

(c) "**Change in Control**" has the meaning ascribed to such term in the Company's Amended and Restated 2014 Equity Incentive Plan.

(d) "**Change in Control Period**" means the period beginning on and ending twelve 12 months following a Change in Control.

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(j)“ **Good Reason**” means the Executive’s termination of employment within 90 days following any of the following events (without the Executive’s express written consent): (A) a material reduction by the Company in the Executive’s then applicable Salary, unless said reduction is pari passu with other executives of the Company; (B) a material reduction in the Executive’s employment responsibilities; or (C) a geographical relocation of the Executive more than 50 miles from the current location of the Executive’s place of employment. Notwithstanding the foregoing, a termination of Executive’s employment for Good Reason shall not have occurred unless (i) the Executive gives written notice to the Company (or other employing member of the Company Group) within 30 days after the Executive first becomes aware of the occurrence of the circumstances constituting Good Reason, and the Company (or other member of the Company Group) has failed within 30 days after receipt of such notice to cure the circumstances constituting Good Reason.

(k)“ **Qualifying CIC Termination**” means a termination of the Executive’s employment either (i) by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) or (ii) by the Executive for Good Reason, in either case, during the Change in Control Period.

(l)“ **Qualifying Non-CIC Termination**” means a termination of the Executive’s employment by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) outside of the Change in Control Period.

(m)“ **Qualifying Termination**” means a Qualifying CIC Termination or a Qualifying Non-CIC Termination.

(n)“ **Salary**” means the Executive’s annual base salary as in effect immediately prior to the Executive’s Qualifying Termination (or if the Qualifying Termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Executive’s annual base salary in effect immediately prior to the reduction) or, if the Executive’s Qualifying Termination is a Qualifying CIC Termination and the amount is greater, at the level in effect immediately prior to the Change in Control.

8. Successors. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of the Executive upon the Executive’s death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of the Executive’s right to compensation or other benefits will be null and void.

9. Notice.

(a) General. All notices and other communications required or permitted under this Agreement shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by email, (iii) 24 hours after confirmed facsimile transmission, (iv) one 1 business day after deposit with a recognized overnight courier, or (v) 3 business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Executive, at the address the Executive shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Ekso Bionics Holdings, Inc.
101 Glacier Point, Suite A
San Rafael, CA 95901

(b) Notice of Termination. Any termination by a Company Group member for Cause will be communicated by a notice of termination to the Executive, and any termination by the Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9(a) of this Agreement. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than 30 days after the giving of the notice).

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11. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that the Executive may receive from any other source except as specified in Section 3(e).

(b) Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than the Executive) and by the Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement, including, for the avoidance of doubt, any other employment letter or agreement, severance policy or program, or equity award agreement.

(e) Choice of Law. This Agreement will be governed by the laws of the State of California without regard to California’s conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, Executive hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against the Executive by the Company.

(f) Arbitration. Any and all controversies, claims, or disputes with anyone under this Agreement (including the Company and any employee, officer, director, stockholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from the Executive’s employment with the Company Group, shall be subject to arbitration in accordance with the provisions of the Confidentiality Agreement.

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(h) Withholding. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll

deductions. No member of the Company Group will pay the Executive's taxes arising from or relating to any payments or benefits under this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows.]

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

COMPANY EKSO BIONICS HOLDINGS, INC.
By: /s/ Scott Davis
Name: Scott G. Davis
Title: Chief Executive Officer
Date: 1/5/2025

EXECUTIVE By: /s/ Jerome Wong
Name: Jerome J. Wong
Title: Chief Financial Officer
Date: 1/5/2025

EKSO BIONICS HOLDINGS, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “**Agreement**”) is made between Ekso Bionics Holdings, Inc. (the “**Company**”) and Jason C. Jones (the “**Executive**”).

This Agreement provides certain protections to the Executive in connection with the involuntary termination of the Executive’s employment under the circumstances described in this Agreement. Certain capitalized terms in this Agreement that are not otherwise defined will have the meanings ascribed to such terms in Section 7.

The Company and the Executive agree as follows:

1. **Term of Agreement.** This Agreement will continue indefinitely until terminated by written consent of the parties hereto, or if earlier, upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. **At-Will Employment.** The Company and the Executive acknowledge that the Executive’s employment is and will continue to be at-will, as defined under applicable law.

3. **Severance Benefits.**

(a) **Qualifying Non-CIC Termination.** On a Qualifying Non-CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** Continuing payments of the Executive’s Salary, less applicable withholdings, for a period of ~~6~~ 9 months.

(b) **Qualifying CIC Termination.** On a Qualifying CIC Termination, the Executive will be eligible to receive the following payments and benefits from the Company:

(i) **Salary Severance.** A single, lump sum payment equal to 9 months of the Executive’s Salary, less applicable withholdings.

(ii) **COBRA Coverage.** Subject to Section 3(d), the Company will pay or reimburse the Executive for the premiums for coverage under COBRA for the Executive and the Executive’s eligible dependents, if any, at the rates then in effect, subject to any subsequent changes in rates that are generally applicable to the Company’s active employees until the earliest of (A) a period of 9 months from the date of the Executive’s termination of employment, (B) the date upon which the Executive (and the Executive’s eligible dependents, as applicable) becomes covered under similar plans, or (C) the date upon which the Executive ceases to be eligible for coverage under COBRA.

(iii) **Equity Vesting Acceleration.** Vesting acceleration (and exercisability, as applicable) as to 100% of the then-unvested shares subject to each of the Executive’s then-outstanding compensatory equity awards issued by the Company that are subject to time-based vesting conditions. In the case of an equity award subject to performance-based vesting conditions, such equity award will be treated as set forth in the applicable agreement evidencing such equity award.

(c) **Termination Other Than a Qualifying Termination.** If the termination of the Executive’s employment with the Company Group is not a Qualifying Termination, then the Executive will not be entitled to receive severance or other benefits.

(d) **Conditions to Receipt of COBRA Coverage.** The Executive’s receipt of the benefits set forth in Section 3(b)(ii) (“**COBRA Coverage**”) is subject to the Executive electing COBRA continuation coverage within the time period prescribed pursuant to COBRA for the Executive and the Executive’s eligible dependents, if any. If the Company determines in its sole discretion that it cannot provide the COBRA Coverage without potentially violating, or being subject to an excise tax under, applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of any COBRA Coverage, the Company will provide to the Executive a taxable monthly payment payable on the last day of a given month (except as provided by the immediately following sentence), in an amount equal to the monthly COBRA premium that the Executive would be required to pay to continue his or her group health coverage in effect on the date of his or her Qualifying Termination (which amount will be based on the premium rates applicable for the first month of COBRA Coverage for the Executive and any of eligible dependents of the Executive) (each, a “**COBRA Replacement Payment**”), which COBRA Replacement Payments will be made regardless of whether the Executive elects COBRA continuation coverage and will end on the earlier of (x) the date upon which the Executive obtains other employment or (y) the date the Company has paid an amount totaling the number of COBRA Replacement Payments equal to the number of months in the applicable COBRA Coverage period. For the avoidance of doubt, the COBRA Replacement Payments may be used for any purpose, including, but not limited to continuation coverage under COBRA, and will be subject to any applicable withholdings. Notwithstanding anything to the contrary under this Agreement, if the Company determines in its sole discretion at any time that it cannot provide the COBRA Replacement Payments without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Executive will not receive the COBRA Replacement Payments or any further COBRA Coverage.

(e) **Non-Duplication of Payment or Benefits.** Notwithstanding any provision of this Agreement to the contrary, if the Executive is entitled to any cash severance, continued health coverage benefits, or vesting acceleration of any equity awards (other than under this Agreement) by operation of applicable law or under a plan, policy, contract, or arrangement sponsored by or to which any member of the Company Group is a party (“**Other Benefits**”), then the corresponding severance payments and benefits under this Agreement will be reduced by the amount of Other Benefits paid or provided to the Executive.

(f) **Death of the Executive.** In the event of the Executive’s death before all payments or benefits the Executive is entitled to receive under this Agreement have been provided, the unpaid amounts will be provided to the Executive’s designated beneficiary, if living, or otherwise to the Executive’s personal representative in a single lump sum as soon as possible following the Executive’s death.

(g) **Transfer Between Members of the Company Group.** For purposes of this Agreement, if the Executive is involuntarily transferred from one member of the Company Group to another, the transfer will not be a termination without Cause.

(h) **Exclusive Remedy.** In the event of a termination of the Executive’s employment with the Company Group, the provisions of this Agreement are intended to be and are exclusive and in lieu of any other rights or remedies to which the Executive may otherwise be entitled, whether at law, tort or contract, or in equity. The Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment other than those benefits expressly set forth in this Agreement.

4. **Accrued Compensation.** On any termination of the Executive’s employment with the Company Group, the Executive will be entitled to receive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to the Executive under any Company Group-provided plans, policies, and arrangements.

5. **Conditions to Receipt of Severance.**

(a) **Separation Agreement and Release of Claims.** The Executive’s receipt of any severance payments or benefits upon the Executive’s Qualifying

Termination under Section 3 is subject to the Executive signing and not revoking the Company's then-standard separation agreement and release of claims (the "**Release**"), which must become effective and irrevocable no later than the 60th day following the Executive's Qualifying Termination (the "**Release Deadline**"). If the Release does not become effective and irrevocable by the Release Deadline, the Executive will forfeit any right to severance payments or benefits under Section 3.

(b) Payment Timing. Any lump sum payments under Sections 3(a) and 3(b) will be provided, or in the case of installment payments, will commence, on the first regularly scheduled payroll date of the Company following the date the Release becomes effective and irrevocable (the "**Severance Start Date**"), subject to any delay required by Section 5(d) below and further provided that if the Release Deadline occurs in a later calendar year than the Qualifying Termination, the Severance Start Date shall occur no earlier than the first day of the calendar year in which the Release Deadline occurs. Any taxable installments of any COBRA-related severance benefits that otherwise would have been made to the Executive on or before the Severance Start Date will be paid on the Severance Start Date, and any remaining COBRA-related severance benefits installments thereafter will be provided as specified in the Agreement. Any restricted stock units, performance shares, performance units, and/or similar full value awards that accelerate vesting under Section 3 will be settled, as applicable on a date no later than 10 days following the date the Release becomes effective and irrevocable.

(c) Return of Company Property. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive returning all documents and other property provided to the Executive by any member of the Company Group (with the exception of a copy of the Company employee handbook and personnel documents specifically relating to the Executive), developed or obtained by the Executive in connection with Executive's employment with the Company Group, or otherwise belonging to the Company Group.

(d) Section 409A. The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Code and any guidance promulgated under Section 409A of the Code (collectively, "**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities in this Agreement will be interpreted in accordance with this intent. No payment or benefits to be paid to the Executive, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until the Executive has a "separation from service" within the meaning of Section 409A. If, at the time of the Executive's termination of employment, the Executive is a "specified employee" within the meaning of Section 409A, then the payment of the Deferred Payments will be delayed to the extent necessary to avoid the imposition of the additional tax imposed under Section 409A, which generally means that the Executive will receive payment on the first payroll date that occurs on or after the date that is 6 months and 1 day following the Executive's termination of employment. The Company reserves the right to amend this Agreement as it considers necessary or advisable, in its sole discretion and without the consent of the Executive or any other individual, to comply with any provision required to avoid the imposition of the additional tax imposed under Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment, and benefit payable under this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). In no event will any member of the Company Group reimburse, indemnify, or hold harmless the Executive for any taxes, penalties and interest that may be imposed, or other costs that may be incurred, as a result of Section 409A.

(e) Resignation of Officer and Director Positions. The Executive's receipt of any severance payments or benefits upon the Executive's Qualifying Termination under Section 3 is subject to the Executive resigning from all officer and director positions with all members of the Company Group and the Executive executing any documents the Company may require in connection with the same.

6. Limitation on Payments.

(a) Reduction of Severance Benefits. If any payment or benefit that the Executive would receive from any Company Group member or any other party whether in connection with the provisions in this Agreement or otherwise (the "**Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment will be equal to the Best Results Amount. The "**Best Results Amount**" will be either (x) the full amount of the Payment or (y) a lesser amount that would result in no portion of the Payment being subject to the Excise Tax, whichever of those amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the Executive's receipt, on an after-tax basis, of the greater amount. If a reduction in payments or benefits constituting parachute payments is necessary so that the Payment equals the Best Results Amount, reduction will occur in the following order: (A) reduction of cash payments in reverse chronological order (that is, the cash payment owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first cash payment to be reduced); (B) cancellation of equity awards that were granted "contingent on a change in ownership or control" within the meaning of Section 280G of the Code in the reverse order of date of grant of the awards (that is, the most recently granted equity awards will be cancelled first); (C) reduction of the accelerated vesting of equity awards in the reverse order of date of grant of the awards (that is, the vesting of the most recently granted equity awards will be cancelled first); and (D) reduction of employee benefits in reverse chronological order (that is, the benefit owed on the latest date following the occurrence of the event triggering the Excise Tax will be the first benefit to be reduced). In no event will the Executive have any discretion with respect to the ordering of Payment reductions. The Executive will be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under this Agreement, and the Executive will not be reimbursed, indemnified, or held harmless by any member of the Company Group for any of those payments of personal tax liability.

(b) Determination of Excise Tax Liability. Unless the Company and the Executive otherwise agree in writing, the Company will select a professional services firm (the "**Firm**") to make all determinations required under this Section 6, which determinations will be conclusive and binding upon the Executive and the Company for all purposes. For purposes of making the calculations required by this Section 6, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive will furnish to the Firm such information and documents as the Firm reasonably may request in order to make determinations under this Section 6. The Company will bear the costs and make all payments for the Firm's services in connection with any calculations contemplated by this Section 6. The Company will have no liability to the Executive for the determinations of the Firm.

7. Definitions. The following terms referred to in this Agreement will have the following meanings:

(a) "**Board**" means the Company's Board of Directors.

(b) "**Cause**" means (i) the willful and continued failure or refusal of the Executive to satisfactorily perform the duties reasonably required of Executive by the Company in Executive's role with the Company, which failure or refusal continues for more than thirty 30 days after notice given to the Executive, such notice to set forth in reasonable detail the nature of such failure or refusal; (ii) the Executive's conviction of, or plea of nolo contendere to, (A) any felony or (B) a crime involving dishonesty or misappropriation or which could reflect negatively upon the Company or otherwise impair or impede its operations; (C) the Executive's misconduct, gross negligence, act of dishonesty (including, without limitation, theft or embezzlement), violence, threat of violence or any activity that could result in any material violation of federal securities laws, in each case, that is injurious to any member of the Company Group; (D) the Executive's material breach of a written policy of the Company or the rules of any governmental or regulatory body applicable to the Company; or (E) other willful misconduct by the Executive which is materially injurious to the financial condition or business reputation of any member of the Company Group.

(c) "**Change in Control**" has the meaning ascribed to such term in the Company's Amended and Restated 2014 Equity Incentive Plan.

(d) "**Change in Control Period**" means the period beginning on and ending twelve 12 months following a Change in Control.

(e) "**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(f) "**Code**" means the Internal Revenue Code of 1986, as amended.

(g) "**Company Group**" means the Company and any subsidiaries of the Company.

(h)“ **Confidentiality Agreement**” means the Employee Invention Assignment and Confidentiality Agreement previously executed by the Company and the Executive.

(i)“ **Disability**” means a total and permanent disability as defined in Section 22(e)(3) of the Code.

(j)“ **Good Reason**” means the Executive’s termination of employment within 90 days following any of the following events (without the Executive’s express written consent): (A) a material reduction by the Company in the Executive’s then applicable Salary, unless said reduction is pari passu with other executives of the Company; (B) a material reduction in the Executive’s employment responsibilities; or (C) a geographical relocation of the Executive more than 50 miles from the current location of the Executive’s place of employment. Notwithstanding the foregoing, a termination of Executive’s employment for Good Reason shall not have occurred unless (i) the Executive gives written notice to the Company (or other employing member of the Company Group) within 30 days after the Executive first becomes aware of the occurrence of the circumstances constituting Good Reason, and the Company (or other member of the Company Group) has failed within 30 days after receipt of such notice to cure the circumstances constituting Good Reason.

(k)“ **Qualifying CIC Termination**” means a termination of the Executive’s employment either (i) by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) or (ii) by the Executive for Good Reason, in either case, during the Change in Control Period.

(l)“ **Qualifying Non-CIC Termination**” means a termination of the Executive’s employment by a Company Group member without Cause (excluding by reason of Executive’s death or Disability) outside of the Change in Control Period.

(m)“ **Qualifying Termination**” means a Qualifying CIC Termination or a Qualifying Non-CIC Termination.

(n)“ **Salary**” means the Executive’s annual base salary as in effect immediately prior to the Executive’s Qualifying Termination (or if the Qualifying Termination is due to a resignation for Good Reason based on a material reduction in base salary, then the Executive’s annual base salary in effect immediately prior to the reduction) or, if the Executive’s Qualifying Termination is a Qualifying CIC Termination and the amount is greater, at the level in effect immediately prior to the Change in Control.

8. Successors. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors, and legal representatives of the Executive upon the Executive’s death, and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, “successor” means any person, firm, corporation, or other business entity which at any time, whether by purchase, merger, or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of the Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance, or other disposition of the Executive’s right to compensation or other benefits will be null and void.

9. Notice.

(a) General. All notices and other communications required or permitted under this Agreement shall be in writing and will be effectively given (i) upon actual delivery to the party to be notified, (ii) upon transmission by email, (iii) 24 hours after confirmed facsimile transmission, (iv) one 1 business day after deposit with a recognized overnight courier, or (v) 3 business days after deposit with the U.S. Postal Service by first class certified or registered mail, return receipt requested, postage prepaid, addressed (A) if to the Executive, at the address the Executive shall have most recently furnished to the Company in writing, (B) if to the Company, at the following address:

Ekso Bionics Holdings, Inc.
101 Glacier Point, Suite A
San Rafael, CA 95901

(b) Notice of Termination. Any termination by a Company Group member for Cause will be communicated by a notice of termination to the Executive, and any termination by the Executive for Good Reason will be communicated by a notice of termination to the Company, in each case given in accordance with Section 9(a) of this Agreement. The notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than 30 days after the giving of the notice).

10. Resignation. The termination of the Executive’s employment for any reason will also constitute, without any further required action by the Executive, the Executive’s voluntary resignation from all officer and/or director positions held at any member of the Company Group, and at the Board’s request, the Executive will execute any documents reasonably necessary to reflect the resignations.

11. Miscellaneous Provisions.

(a) No Duty to Mitigate. The Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any payment be reduced by any earnings that the Executive may receive from any other source except as specified in Section 3(e).

(b) Waiver; Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Company (other than the Executive) and by the Executive. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter of this Agreement, including, for the avoidance of doubt, any other employment letter or agreement, severance policy or program, or equity award agreement.

(e) Choice of Law. This Agreement will be governed by the laws of the State of California without regard to California’s conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, Executive hereby expressly consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against the Executive by the Company.

(f) Arbitration. Any and all controversies, claims, or disputes with anyone under this Agreement (including the Company and any employee, officer, director, stockholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from the Executive’s employment with the Company Group, shall be subject to arbitration in accordance with the provisions of the Confidentiality Agreement.

(g) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

(h) Withholding. All payments and benefits under this Agreement will be paid less applicable withholding taxes. The Company is authorized to withhold from any payments or benefits all federal, state, local, and/or foreign taxes required to be withheld from the payments or benefits and make any other required payroll

deductions. No member of the Company Group will pay the Executive's taxes arising from or relating to any payments or benefits under this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows.]

By its signature below, each of the parties signifies its acceptance of the terms of this Agreement, in the case of the Company by its duly authorized officer.

COMPANY EKSO BIONICS HOLDINGS, INC.
By: /s/ Scott Davis
Name: Scott G. Davis
Title: Chief Executive Officer
Date: 1/5/2025

EXECUTIVE By: /s/ Jason Jones
Name: Jason C. Jones
Title: Chief Operating Officer
Date: 1/5/2025