

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

April 1, 2021
Date of Report (Date of earliest event reported)



HELIUS MEDICAL TECHNOLOGIES, INC.

(Exact name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

642 Newtown Yardley Road, Suite 100
Newtown, PA
(Address of Principal Executive Offices)

001-38445
(Commission File Number)

36-4787690
(IRS Employer
Identification No.)

18940
(Zip Code)

Registrant's Telephone Number, Including Area Code: (215) 944-6100

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

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

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---------------------|-------------------|---|
| Common Stock | HSDT | The Nasdaq Stock Market LLC |

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

Emerging growth company

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

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

Dane Andreeff – Interim President and Chief Executive Officer

On April 7, 2021, the Board of Directors (the “Board”) of Heliuss Medical Technologies, Inc. (the “Company” or “Heliuss”) approved a new non-employee director compensation policy (the “Director Compensation Policy”). Pursuant to the terms of his letter agreement, Mr. Andreeff, the Company’s Interim President and Chief Executive Officer and Director has elected to take no additional compensation in return for his service as Interim President and Chief Executive Officer but is entitled to receive the equity retainer granted annually to the Company’s non-employee directors. Because Mr. Andreeff has elected to take no additional compensation, the Board determined that Mr. Andreeff’s compensation should also reflect the newly adopted Director Compensation Policy, including the annual cash retainer. Under the new Director Compensation Policy, Mr. Andreeff will receive an annual cash retainer of \$35,000, as well as an annual equity award under the Company’s 2018 Omnibus Incentive Plan (the “2018 Plan”) granted to the non-employee directors. The annual equity award will be automatically granted on the date of each annual stockholder meeting, beginning with the 2021 annual stockholder meeting, and will have a target value on the date of grant equal to \$50,000. 70% of the target value of the annual equity award will be issued in the form of a stock option, and 30% of the target value will be issued in the form of restricted stock units, each of which will vest in twelve monthly installments on the last day of each month, subject to Mr. Andreeff’s continuous service as Interim President and Chief Executive Officer or director of the Company.

Joyce LaViscount – Chief Financial Officer and Chief Operating Officer

On April 1, 2021, the Company entered into a second amendment (the “Amendment”) to the employment agreement of Joyce LaViscount, Chief Financial Officer and Chief Operating Officer of the Company. Pursuant to the Amendment, Ms. LaViscount received the following equity awards under the 2018 Plan: (i) a grant of 5,337 shares of unrestricted Class A Common Stock of the Company, par value \$0.001 per share (“Common Stock”), in lieu of a cash bonus for fiscal year 2020, (ii) a grant of 2,668 restricted stock units which will vest on October 2, 2021 if Ms. LaViscount remains employed as of such date, and (iii) stock options exercisable for 3,490 shares of Common Stock, which vest in equal installments over four years starting with the first anniversary of the grant date. In connection with the grant of unrestricted Common Stock, the Compensation Committee of the Board of Directors of the Company approved a form of Stock Grant Notice and Award Agreement under the 2018 Plan, which is attached as Exhibit 10.1 hereto and incorporated herein by reference.

In consideration for the equity awards, Ms. LaViscount’s annual base salary was reduced to \$360,000, except that for the purpose of calculating certain severance benefits under Ms. LaViscount’s employment agreement, her base salary shall be deemed to be the greater of \$387,000 or her actual base salary. Additionally, the parties agreed that Ms. LaViscount’s overall total direct compensation (equal to the sum of Ms. LaViscount’s base salary, target bonus and target equity value) shall be targeted at least at the 50th percentile for the Company’s peer group each year that the Company conducts peer group benchmarking. The 2,668 restricted stock units received as a retention bonus do not count towards Ms. LaViscount’s total direct compensation for 2021 for purposes of the Amendment. Additionally, Ms. LaViscount has the opportunity to receive a target annual bonus of 40% of her annual base salary. The Compensation Committee in its discretion may elect to grant this bonus in equity in lieu of cash for 2021.

Except as amended by the Amendment, all terms and conditions of the employment agreement with Ms. LaViscount (as previously amended) remain unchanged and in full force and effect. The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment filed as Exhibit 10.2 hereto and incorporated herein by reference.

Determination of Non-Equity Incentive Plan Compensation for Fiscal Year Ended December 31, 2020

As part of the Amendment, on April 1, 2021, the Compensation Committee approved non-equity incentive plan compensation based on performance targets for the year ended December 31, 2020 for Ms. LaViscount, one of the Company’s named executive officers identified in the Company’s registration statement on Form S-1 (Registration No. 333-251804) and related prospectus. Bonus amounts were not included under “Non-Equity Incentive Plan Compensation” in the summary compensation table included in the registration statement and related prospectus (the “Summary Compensation Table”) because, at the time of filing, the bonus amounts earned for the year ended December 31, 2020 for the named executive officers had not been determined and were not calculable. All other compensation for the Company’s named executive officers for the year ended December 31, 2020 was previously reported by the Company in the Summary Compensation Table.

The total annual compensation for the years ended December 31, 2020 and 2019 for the named executive officers, recalculated to include the annual incentive award approved for Ms. LaViscount for 2020, are set forth below. See the full Summary Compensation Table for more information.

| Name and Principal Position | Year | Stock Awards | Non-Equity Compensation | Incentive Plan | Total (\$) |
|--|------|--------------|-------------------------|----------------|-------------|
| Dane C. Andreeff | 2020 | — | — | — | \$22,500 |
| <i>Interim President and Chief Executive Officer</i> | 2019 | — | — | — | \$79,144 |
| Philippe Deschamps | 2020 | — | — | — | \$786,927 |
| <i>Former Chief Executive Officer</i> | 2019 | — | — | — | \$1,244,502 |
| Joyce LaViscount | 2020 | 17,602 (1) | \$77,396 (1) | — | \$506,418 |
| <i>Chief Financial Officer and Chief Operating Officer</i> | 2019 | — | — | — | \$1,033,031 |
| Jonathan Sackier | 2020 | — | \$40,000 | — | \$267,389 |
| <i>Chief Medical Officer</i> | 2019 | — | — | — | \$798,913 |

(1) The amounts, in the aggregate, reflect the grant date fair value of a stock award granted under the 2018 Plan based on the closing price per share of Common Stock on the grant date (\$17.80) multiplied by the number of shares subject to the award. Ms. LaViscount received an award of 5,337 shares of Common Stock in lieu of her earned bonus for 2020 pursuant to the terms of the Amendment. The number of shares granted to Ms. LaViscount was determined by dividing the amount of her earned bonus (\$77,396) by the 30-trading day average closing price per share of Common Stock ending on the trading day immediately preceding the grant date. The grant date fair value of the stock award (\$94,998) is greater than her earned bonus, so the incremental additional value of the stock award is reported in the “Stock Awards” column.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit Number | Exhibit Description |
|----------------|--|
| 10.1 | 2018 Omnibus Incentive Plan Form of Stock Grant Notice and Award Agreement |
| 10.2 | Second Amendment to Employment Agreement between Heliuss Medical Technologies, Inc. and Joyce LaViscount dated April 1, 2021 |

Exhibit 10.1
HELIUS MEDICAL TECHNOLOGIES, INC.
STOCK GRANT NOTICE
(2018 OMNIBUS INCENTIVE PLAN)

Helius Medical Technologies, Inc. (the “**Company**”), pursuant to its 2018 Omnibus Incentive Plan (the “**Plan**”), hereby awards to Participant the number of shares of the Company’s Common Stock set forth below (this “**Award**”). The Award is subject to all of the terms and conditions as set forth in this notice of grant (this “**Stock Grant Notice**”) and in the Plan and the Stock Award Agreement (the “**Award Agreement**”), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Plan or the Award Agreement. In the event of any conflict between the terms in the Award and the Plan, the terms of the Plan shall control.

Participant:
Grant Date:
Vesting Commencement Date: Fully Vested as of [●]
Number of Shares Subject to Award:

Additional Terms/Acknowledgements: The undersigned Participant acknowledges receipt of, and understands and agrees to, this Stock Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that, as of the Grant Date, this Stock Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of the Common Stock pursuant to the Award specified above and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception of, if applicable, (i) equity awards previously granted and delivered to Participant, (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law and (iii) any written employment or severance arrangement that would provide for vesting acceleration of this Award upon the terms and conditions set forth therein. By accepting this Award, Participant acknowledges having received and read this Stock Grant Notice, the Award Agreement, and the Plan and agrees to all of the terms and conditions set forth in these documents. Participant consents to receive Plan documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

HELIUS MEDICAL TECHNOLOGIES, INC. PARTICIPANT:

By: _____
Signature Signature
Title: Date:
Date:

ATTACHMENTS: Stock Award Agreement and 2018 Omnibus Incentive Plan

**HELIUS MEDICAL TECHNOLOGIES, INC.
STOCK AWARD AGREEMENT
(2018 OMNIBUS INCENTIVE PLAN)**

Pursuant to the Stock Grant Notice (the “**Grant Notice**”) and this Stock Award Agreement (the “**Agreement**”), Helius Medical Technologies, Inc. (the “**Company**”), has awarded you (“**Participant**”) a stock award (the “**Award**”) pursuant to Article VIII of the Company’s 2018 Omnibus Incentive Plan (the “**Plan**”) for the number of shares of the Company’s Common Stock indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or the Grant Notice shall have the same meanings given to them in the Plan. The terms of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows.

1. GRANT OF THE AWARD. This Award represents the grant of Common Stock for for the number of shares of the Company’s Common Stock indicated in the Grant Notice that vests on the applicable vesting date as indicated in the Grant Notice. This Award was granted in consideration of your past or expected future services to the Company or its Affiliates.

2. VESTING. Your Award will be fully vested as of the Vesting Commencement Date provided in the Grant Notice.

3. NUMBER OF SHARES. The number of shares subject to your Award may be adjusted from time to time upon certain events as provided in Section 4.2 of the Plan. Any additional shares that become subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other shares covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Common Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share. The form of delivery (*e.g.*, a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

4. SECURITIES LAW COMPLIANCE. You may not be issued any Common Stock under your Award unless the shares of Common Stock are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

5. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from an event set forth in Section 4.2 of the Plan.

6. **RESTRICTIVE LEGENDS.** The shares of Common Stock issued under your Award shall be endorsed with appropriate legends as determined by the Company.

7. **EXECUTION OF DOCUMENTS.** You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement.

8. **AWARD NOT A SERVICE CONTRACT.**

(a) Nothing in this Agreement (including, but not limited to, the vesting of your Award or the issuance of the shares subject to your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) The Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "**reorganization**"). Such a reorganization could result in your Termination, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. This Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement as an employee or consultant for the term of this Agreement, for any period, or at all, and shall not interfere in any way with the Company's right to conduct a reorganization.

9. **WITHHOLDING OBLIGATIONS.**

(a) At the time this Award is made, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the Common Stock issued to you or any payments due to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, provincial, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "**Withholding Taxes**"). Additionally, the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your Award by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; or (iii) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares to be delivered in connection with your Award to satisfy the

Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company and/or its Affiliates.

(b) Unless the tax withholding obligations of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any Common Stock.

(c) In the event the Company's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

10. TAX CONSEQUENCES. The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

11. DETRIMENTAL ACTIVITY. Your Award and the shares issued upon settlement of the Award and any associated gain shall be subject to Section 8.2(e) of the Plan regarding the effects of engaging in Detrimental Activity.

12. VOTING RIGHTS. Upon issuance of the shares of Common Stock issued under your Award, you will have full voting and other rights as a stockholder of the Company.

13. NOTICES. Any notice or request required or permitted hereunder shall be given in writing to each of the other parties hereto and shall be deemed effectively given on the earlier of (i) the date of personal delivery, including delivery by express courier, or delivery via electronic means, or (ii) the date that is five (5) days after deposit in the United States Post Office (whether or not actually received by the addressee), by registered or certified mail with postage and fees prepaid, addressed at the following addresses, or at such other address(es) as a party may designate by ten (10) days' advance written notice to each of the other parties hereto:

COMPANY:

Heliuss Medical Technologies, Inc.
Attn: Stock Administrator
41 University Drive, Suite 400

Newtown, PA 18940

PARTICIPANT:

Your address as on file with the Company at the time notice is given.

14. HEADINGS. The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

15. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

16. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law. No recovery of compensation under such a clawback policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for "good reason," or for a "constructive termination" or any similar term under any plan or agreement with the Company.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of the stock underlying the Award upon issuance to you shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or any Affiliate except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any or all of the employee benefit plans of the Company or any Affiliate.

18. CHOICE OF LAW. The interpretation, performance and enforcement of this Agreement shall be governed by the law of the State of Delaware without regard to that state's conflicts of laws rules.

19. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. OTHER DOCUMENTS. You acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company's Insider Trading Policy.

21. AMENDMENT. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that, except as otherwise expressly provided in the Plan, no such amendment materially adversely affecting your rights hereunder may be made without your written consent. Without limiting the foregoing, the Board reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change shall be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

This Stock Award Agreement shall be deemed to be signed by the Company and Participant upon the signing by the Participant of the Stock Grant Notice to which it is attached.

ATTACHMENT II
2018 OMNIBUS INCENTIVE PLAN

ATTACHMENT II - 1

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is made and entered into as of April 1, 2021 (the "**Effective Date**"), by and between Joyce LaViscount ("**Executive**") and Helius Medical Technologies, Inc., a Delaware corporation (the "**Company**"). Executive and the Company are referred to herein each as a "**Party**" and, together, as the "**Parties**." Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Employment Agreement between the Parties dated October 19, 2015 and amended as of November 7, 2016 (the "**Employment Agreement**").

RECITALS

- A. Executive and the Company are parties to the Employment Agreement; and
- B. the Parties have agreed to amend the Employment Agreement as set forth in this Amendment; and
- C. the Board of Directors (the "**Board**"), by and through its Compensation Committee, has approved this Amendment of the Employment Agreement as outlined herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, and other valuable consideration, the Parties agree as follows, effective as of the Effective Date:

TERMS AND CONDITIONS

1. **Cash Compensation Adjustment.** The Parties hereby agree that Executive's current Base Salary shall be reduced from \$387,000.00 to \$360,000.00 effective April 1, 2021 on a prospective basis only. Notwithstanding the foregoing, should Executive's employment be terminated at any time without Cause or for Good Reason after the Effective Date herein, Executive's Base Salary for purposes of calculating severance pay (inclusive of Annual Bonus) during the Severance Period shall be deemed the greater of (i) \$387,000.00; or (ii) such higher amount following any increase as a result of an Annual Review or other change approved by the Board. Furthermore, the Parties agree that for 2021 Executive's overall Total Direct Compensation shall be targeted at the 50th percentile for the Company's peer group based on the current role of the Executive and that each year the Company conducts peer group benchmarking, which shall be determined by the Compensation Committee in its sole discretion, "**Total Direct Compensation**" shall equal the sum of (i) Executive's Base Salary *plus* (ii) 100% of Executive's Target Bonus (in each case, whether received in cash or equity) *plus* (iii) the value of any additional equity awards issued to Executive during the year.

2. **2020 Annual Bonus.** Executive and the Company agree that, on the Effective Date, Executive shall receive a grant of 5,337 shares of unrestricted Class A common stock under the

Heliuss Medical Technologies, Inc. 2018 Omnibus Incentive Plan in lieu of a cash bonus for fiscal year 2020.

3. **2021 Retention Grant.** Executive and the Company agree that, on the Effective Date, Executive shall receive a grant of 2,668 restricted stock units under the Heliuss Medical Technologies, Inc. 2018 Omnibus Incentive Plan, which shall vest on October 2, 2021, if the Executive remains employed as of such date.

4. **Annual Bonus.** Section 3.3 of the Employment Agreement is amended to reflect a Target Bonus equivalent to forty percent (40%) of Executive's Base Salary, as amended herein, based on corporate and individual goals weighting, respectively, at seventy-five percent (75%) corporate and twenty-five percent (25%) individual. Furthermore, Section 3.3 of the Employment Agreement is amended by adding the following sentence at the end of the provision: "Notwithstanding the foregoing, the Board and Executive may mutually agree with respect to calendar year 2021 only that all or a portion of Executive's Annual Bonus, to the extent earned, will be payable in shares of Class A common stock in lieu of cash, pursuant to an award under the Heliuss Medical Technologies, Inc. 2018 Omnibus Incentive Plan (or such other equity incentive plan maintained by the Company at such time), which grant shall be immediately vested as of the grant date."

5. **LTI Award.** Upon the Effective Date, for 2021 Executive shall be granted 3,490 options under the 2018 Omnibus Incentive Plan, which vest in equal installments over four years starting with the anniversary of the grant date.

6. **Good Reason.** Section 5.4 of the Employment Agreement is amended by adding the following category to the definition of "Good Reason": or (v) any failure on the part of the Company to target Executive's Total Direct Compensation at the 50th percentile for the Company's peer group based on the most recent peer group analysis."

7. **Acknowledgement.** The Parties acknowledge and agree that this Amendment contains mutually agreed upon terms and, as such, the terms set forth herein shall not be construed by either Party to provide a basis for a claim of termination for "Good Reason" or for "Cause" under Section 5.4 or 5.3, respectively, of the Employment Agreement.

8. **Construction.** The terms of this Amendment amend and modify the Employment Agreement as if fully set forth therein. If there is any conflict between the terms and conditions of this Amendment and the Employment Agreement, this Amendment's terms and conditions will control. All other provisions of the Employment Agreement not specifically amended by this Amendment shall remain in full force and effect. Any waiver, alteration or modification of any of the terms of this Amendment shall be valid only if in writing and signed by both Parties hereto.

9. **Counterparts.** This Amendment may be executed in one or more counterparts and either originally or by facsimile or pdf signature, each of which will constitute an original, and all of which will constitute one and the same instrument.

This **Second Amendment to Employment Agreement** is hereby executed as of the date first above written.

| | |
|---|--|
| EXECUTIVE: <u>/s/ Joyce LaViscount</u> JOYCE LAVISCOUNT | THE COMPANY: HELIUS MEDICAL TECHNOLOGIES, INC. By: <u>/s/ Dane Andreeff</u> Name: Dane Andreeff Title: Interim CEO and President |
|---|--|