

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K/A**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **November 5, 2025**

**CHRONOSCALE CORPORATION**

(Exact name of registrant as specified in its charter)

<b>Nevada</b> (State or other jurisdiction of Incorporation)	<b>001-37854</b> (Commission File Number)	<b>99-0367049</b> (IRS Employer Identification Number)
<b>3811 Turtle Creek Blvd. Suite 2100</b> <b>Dallas, Texas</b> (Address of registrant's principal executive office)		<b>75219</b> (Zip code)

**214-427-1704**  
(Registrant's telephone number, including area code)

**Ekso Bionics Holdings, Inc.**  
**101 Glacier Point, Suite A**  
**San Rafael, CA 94901**  
(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, par value \$0.001 per share	CHRN	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.

**Explanatory Note**

This Amendment to the Current Report on Form 8-K filed by Ekso Bionics Holdings, Inc. (n/k/a ChronoScale Corporation, the "Company") with the Securities and Exchange Commission (the "SEC") on November 5, 2025, amends and supplements the disclosure with respect to the phantom performance-based stock unit awards ("Phantom PSUs") previously granted to Messrs. Scott G. Davis, Jerome Wong and Jason Jones.

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

On November 5, 2025, the Board of Directors of the Company (the "Board") granted the following Phantom PSUs under the Ekso Bionics Holdings, Inc. Amended and Restated 2014 Equity Incentive Plan, as amended (the "2014 Plan"): 185,000 Phantom PSUs to Mr. Davis, 40,000 Phantom PSUs to Mr. Wong and 32,000 Phantom PSUs to Mr. Jones (collectively, the "Phantom PSU Awards" and each, a "Phantom PSU Award"). The Phantom PSU Awards were subject to vesting based on each grantee's continued employment through both the occurrence of a Change in Control (as defined in the 2014 Plan) and the achievement of the applicable Stock Price Goal (as defined in the applicable Phantom PSU Award agreement), in each case on or prior to the fifth anniversary of the grant date. The Phantom PSU Awards also provided for settlement entirely in cash.

On May 14, 2026, the Board, acting as administrator under the 2014 Plan, determined that the applicable Stock Price Goal set forth in the Phantom PSU Awards had been achieved, that the transactions contemplated by that certain Contribution and Exchange Agreement, dated February 15, 2026 (filed with the SEC as Exhibit 10.1 to the Company's Current Report on Form 8-K on February 17, 2026), which closed on May 5, 2026 (the "Closing"), constituted a Change in Control under the Phantom PSU Awards and the 2014 Plan, and that the grantees had remained continuously employed through the achievement of the Stock Price Goal and the occurrence of the Change in Control. In addition, the Board amended the settlement terms in each of the Phantom PSU Awards to replace cash-only settlement with the settlement terms described below.

As amended, Mr. Davis's Phantom PSU Award settles in the form of a combination of shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") and a cash payment, as follows: (i) 109,357 vested shares of Common Stock, and (ii) \$1,000,000 in cash (representing the balance of Mr. Davis's Phantom PSU Award, or 75,643 Phantom PSUs). As amended, Mr. Wong's and Mr. Jones's Phantom PSU Awards will each be settled exclusively in the form of shares of Common Stock, in the amount of 40,000 shares of Common Stock for Mr. Wong, and 32,000 shares of Common Stock for Mr. Jones. In accordance with the terms of the agreements evidencing the Phantom PSU Awards, as amended, the cash payment to Mr. Davis, and the issuance of shares of Common Stock to each of Messrs. Davis, Wong, and Jones, will be made as soon as administratively practicable following the Closing, but in no event later than March 15, 2027.

Except as described in this Item 5.02, the terms of the Phantom PSU Awards granted to Messrs. Davis, Wong and Jones on November 5, 2025 are unchanged and remain in full force and effect.

The foregoing descriptions of the amendments to the Phantom PSU Awards are not complete and are qualified in their entirety by reference to the full text of the Amendments to the Phantom Performance-Based Restricted Stock Unit Award Agreements, copies of which are filed as Exhibits 10.1, 10.2, and 10.3 hereto.

#### Item 9.01 Financial Statements and Exhibits.

##### (d) Exhibits.

Exhibit	Description
10.1*	<a href="#">Amendment to Phantom Performance-Based Restricted Stock Unit Award Agreement, dated May 20, 2026 by and between ChronoScale Corporation and Scott G. Davis</a>
10.2*	<a href="#">Amendment to Phantom Performance-Based Restricted Stock Unit Award Agreement, dated May 20, 2026 by and between ChronoScale Corporation and Jerome Wong</a>
10.3*	<a href="#">Amendment to Phantom Performance-Based Restricted Stock Unit Award Agreement, dated May 20, 2026 by and between ChronoScale Corporation and Jason Jones</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 10.1, 10.2 and 10.3).

\* Filed herewith.

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#### SIGNATURES

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

Dated: May 20, 2026

#### CHRONOSCALE CORPORATION

By: /s/ Ying Cenly Chen  
Name: Ying Cenly Chen  
Title: Chief Executive Officer

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**AMENDMENT TO  
PHANTOM PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT**

This Amendment to PHANTOM PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT (this “**Amendment**”) is made as of May 20, 2026 (the “**Amendment Effective Date**”), by and among ChronoScale Corporation, a Nevada corporation f/k/a Ekso Bionics Holdings, Inc. (the “**Company**”) and Jerome Wong (the “**Grantee**”). Unless otherwise provided herein, all capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in that certain Phantom Performance-Based Restricted Stock Unit Agreement, entered into as of the 5th day of November, 2025 (the “**Original Agreement**”).

**RECITALS**

**WHEREAS**, the Company previously entered into that certain Contribution and Exchange Agreement, dated February 15, 2026, by and between Applied Digital Cloud Corporation (“**Cloud**”), the Company, APLD Intermediate HoldCo LLC and APLD ChronoScale HoldCo LLC (“**ChronoScale HoldCo**”), as a result of which, among other things, (i) the Company changed its name to ChronoScale Corporation, (ii) ChronoScale HoldCo contributed all of the issued and outstanding equity interests of Cloud to the Company in exchange for shares of common stock of the Company representing approximately 97% of the equity of Company as of the closing, and (iii) Cloud became a wholly-owned subsidiary of the Company (collectively, the “**Transactions**”);

**WHEREAS**, the consummation of the Transactions constituted a Change in Control for purposes of the Original Agreement and the 2014 Plan;

**WHEREAS**, settlement of the PSUs was triggered by the consummation of the Transactions;

**WHEREAS**, Section 6 of the Original Agreement provides that settlement of the PSUs shall be made in cash;

**WHEREAS**, the Company and the Grantee wish to amend the terms of the Original Agreement to provide for settlement of the PSUs in Shares as described more fully herein.

**NOW THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, ChronoScale and Grantee hereby agree as follows:

1. Section 6 of the Original Agreement is hereby amended and restated in its entirety, to read as follows:

“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 a number of Shares equal to the number of PSUs granted pursuant to Section 1.1 of this Agreement.”

2. **Entire Agreement; Effect of Amendment**. Except as specifically amended by this Amendment, all of the terms and conditions of the Original Agreement shall remain in full force and effect. This Amendment, together with the Original Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any other written or oral agreement relating to the subject matter hereof or thereof. This Amendment shall not be amended except by a written instrument executed by the Grantee and a duly authorized officer of the Company.

3. **Counterparts**. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

CHRONOSCALE CORPORATION

By:           /s/ Ying Cenly Chen            
Name: Ying Cenly Chen  
Title: Chief Executive Officer

GRANTEE

Signature:           /s/ Jerome Wong            
Name: Jerome Wong

*[SIGNATURE PAGE TO THE AMENDMENT]*

**AMENDMENT TO  
PHANTOM PERFORMANCE-BASED RESTRICTED STOCK UNIT AGREEMENT**

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**RECITALS**

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3. **Counterparts**. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

CHRONOSCALE CORPORATION

By:           /s/ Jerome Wong            
Name: Jerome Wong  
Title: Chief Financial Officer

GRANTEE

Signature:           /s/ Jason Jones            
Name: Jason Jones

*[SIGNATURE PAGE TO THE AMENDMENT]*