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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 25, 2026

SeaStar Medical Holding Corporation

(Exact name of Registrant as Specified in Its Charter)

Delaware (State or Other Jurisdiction of Incorporation)	001-39927 (Commission File Number)	85-3681132 (IRS Employer Identification No.)
3513 Brighton Blvd, Suite 410 Denver, Colorado (Address of Principal Executive Offices)		80216 (Zip Code)

Registrant's Telephone Number, Including Area Code: 844 427-8100

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock par value $0.0001 per share	ICU	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Common Stock for $11.50 per share	ICUCW	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

On June 25, 2026, the Compensation Committee of the Board of Directors of the SeaStar Medical Holding Corporation (the "Company") approved retention bonuses for each of Eric Schlorff and Kevin Chung ("Executives") in the amount set forth below, (a) one-third of which will vest and be payable on July 1, 2026, (b) one-third of which will vest and be payable on November 1, 2026, and (c) one-third of which will vest and be payable on March 1, 2027, in each case subject to continued employment through the applicable vesting date. Executives will receive an additional amount equal to 25% of each payment in shares of the Company's common stock under the Company's 2022 Omnibus Incentive Plan, with the number of shares being determined based on the share price at the close of business on each applicable vesting date. If an Executive departs prior to the applicable vesting date, no future payments will be made. If an Executive is separated from the Company without cause, he will receive a pro-rata amount for the then current upcoming payment. These bonuses were part of a broader retention program affecting additional long-serving Company employees. On June 29, 2026, the Company entered into a 2026 Retention Bonus Program Agreement with each of the Executives (the "Agreements'). The foregoing description of the Agreements do not purport to be complete and are qualified in their entirety by reference to the Agreements, which are filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and are incorporated herein by reference.

Executive	Retention Bonus Amount	Each 1/3 Payment	Value of Restricted Stock For Each 1/3 Payment
Eric Schlorff	$200,000	$66,666	$16,666.50
Kevin Chung	$140,000	$46,666	$11,666.50

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	2026 Retention Bonus Program Agreement between the Company and Eric Schlorff, dated June 29, 2026
10.2	2026 Retention Bonus Program Agreement between the Company and Kevin Chung, dated June 29, 2026
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

			SeaStar Medical Holding Corporation
		By:	/s/ Eric Schlorff
Date:	July 1, 2026	Name:	Eric Schlorff
		Title:	Chief Executive Officer

Exhibit 10.1

June 29, 2026

Via: [***]

Eric Schlorff
[***]

Re: 2026 Retention Bonus Program Agreement (“Agreement”)

Dear Eric,

We appreciate your continued work and dedication as an employee of SeaStar Medical (“the Company”). As an incentive for you to stay with the Company, we would like offer you the opportunity to receive a retention bonus, in addition to your normal compensation, subject to the terms and conditions described below.

1. **Retention Payment.** If you meet all of the requirements described in Section 3 below, the Company will pay you a cash retention bonus in the aggregate amount of $ 200,000.00 (the “Retention Payment”), less applicable deductions and withholdings. The Retention Payment shall be divided into three installments, and will be paid as outlined in Section 3, below.

2. **Restricted Stock Unit**: In the discretion of the Compensation Committee of the Board of Directors of the Company, the Company may grant you a restricted stock unit award (“RSU Grant”) in an aggregate amount equal to 25% of the aggregate Retention Payment. Any such RSU Grant shall vest in three installments on the date of the Retention Periods outlined in Section 3, below. Such RSU Grant will be made pursuant to a separate award agreement, which shall be provided to you at the time of the RSU Grant if and when made. See Appendix A for an illustrative example

3. **Retention Periods.** You will be entitled to the following Retention Payment if you meet the eligibility requirements set forth in Section 4 and continue to be employed with the Company on the following dates (“Retention Periods”) in accordance with the following Retention Schedule:

Retention Schedule

Retention Period	Retention Payment
Through July 1, 2026	$66,666.66
Through November 1, 2026	$66,666.67
Through March 1, 2027	$66,666.67

4. **Eligibility for Retention Payment.** To receive the Retention Payment described in Section 1, you must meet the following requirements:

(A) Remain employed by the Company in good standing through the applicable Retention Period set forth in the Retention Schedule.

(B) Continue to perform your duties at an acceptable level through the applicable Retention Period set forth in the Retention Schedule.

You will not be eligible for any Retention Payment if you leave the Company prior to the end of the applicable Retention Period. However, if you are terminated from the company without Cause prior to the end of the given Retention Period, you will receive a pro-rated amount for the number of days that you were actively employed during the given Retention Period. For any Retention Period in which you were on an approved leave of absence, the Retention Bonus will be pro-rated with respect to the number of days in the Retention Period that you were not on such leave of absence.

For the purposes of this Agreement, “Cause” shall mean: (i) a material breach of any material Company policy; (ii) breach of fiduciary duties, gross negligence or willful misconduct or any act of dishonesty, theft or fraud with respect to the Company or any of its subsidiaries; (iii) indictment (or equivalent) for a serious crime (including, without limitation, a crime involving moral turpitude, embezzlement, dishonesty, theft or fraud); (v) other conduct causing the Company substantial public disgrace or disrepute or economic harm; or (vi) any act or omission that would make the continuance of your employment by the Company or any of its subsidiaries materially detrimental to the Company or such subsidiary.

5. **Timing of Bonus Payment**. The Retention Payment for a given Retention Period will be made on the first regularly scheduled payday following the end of Retention Period indicated in the Retention Schedule.

6. **At-Will Status**. This Agreement does not alter the "at-will" status of your employment, and the Company reserves the right to terminate you at anytime with or without cause. This Agreement is not a guarantee or promise of employment for any specific length of time.

7. **Applicable Law**. This Agreement shall be governed by the laws of the State of Colorado without regard to conflicts of law principles.

To accept this Agreement, sign it and return it to me at: eric@seastarmed.com. Thank you again for your continuing contributions to SeaStar Medical's success.

Sincerely,

AGREED TO BY:

Dated: June 29 , 2026 Signature: /s/ Eric Schlorff
SeaStar Medical

Dated: June 29 , 2026 Signature: /s/ Eric Schlorff
Eric Schorff

Appendix A

The following is for illustrative purposes of how the RSU Grant would be calculated if approved by Compensation Committee:

Employee is to receive a total of $30,000 in Retention Payments (3 payments of $10,000).

Compensation Committee agrees to award an additional 25% of the $30,000 payment in shares in SeaStar Medical on July 1, 2026.

The closing price of the shares on July 1, 2026 is $2.50/share. The employee would receive 25% of $30,000 or $7,500 in RSU value or 3,000 shares (at $2.50) where the first 1,000 shares would vest immediately, the second tranche on November 1, 2026 and the third tranche on March 1, 2027.

Exhibit 10.2

June 29, 2026

Via: [***]

Kevin Chung
[***]

Re: 2026 Retention Bonus Program Agreement (“Agreement”)

Dear Kevin,

We appreciate your continued work and dedication as an employee of SeaStar Medical (“the Company”). As an incentive for you to stay with the Company, we would like offer you the opportunity to receive a retention bonus, in addition to your normal compensation, subject to the terms and conditions described below.

1. **Retention Payment.** If you meet all of the requirements described in Section 3 below, the Company will pay you a cash retention bonus in the aggregate amount of $ 140,000.00 (the “Retention Payment”), less applicable deductions and withholdings. The Retention Payment shall be divided into three installments, and will be paid as outlined in Section 3, below.

2. **Restricted Stock Unit**: In the discretion of the Compensation Committee of the Board of Directors of the Company, the Company may grant you a restricted stock unit award (“RSU Grant”) in an aggregate amount equal to 25% of the aggregate Retention Payment. Any such RSU Grant shall vest in three installments on the date of the Retention Periods outlined in Section 3, below. Such RSU Grant will be made pursuant to a separate award agreement, which shall be provided to you at the time of the RSU Grant if and when made. See Appendix A for an illustrative example

3. **Retention Periods.** You will be entitled to the following Retention Payment if you meet the eligibility requirements set forth in Section 4 and continue to be employed with the Company on the following dates (“Retention Periods”) in accordance with the following Retention Schedule:

Retention Schedule

Retention Period	Retention Payment
Through July 1, 2026	$46,666.66
Through November 1, 2026	$46,666.67
Through March 1, 2027	$46,666.67

4. **Eligibility for Retention Payment.** To receive the Retention Payment described in Section 1, you must meet the following requirements:

(A) Remain employed by the Company in good standing through the applicable Retention Period set forth in the Retention Schedule.

(B) Continue to perform your duties at an acceptable level through the applicable Retention Period set forth in the Retention Schedule.

You will not be eligible for any Retention Payment if you leave the Company prior to the end of the applicable Retention Period. However, if you are terminated from the company without Cause prior to the end of the given Retention Period, you will receive a pro-rated amount for the number of days that you were actively employed during the given Retention Period. For any Retention Period in which you were on an approved leave of absence, the Retention Bonus will be pro-rated with respect to the number of days in the Retention Period that you were not on such leave of absence.

For the purposes of this Agreement, “Cause” shall mean: (i) a material breach of any material Company policy; (ii) breach of fiduciary duties, gross negligence or willful misconduct or any act of dishonesty, theft or fraud with respect to the Company or any of its subsidiaries; (iii) indictment (or equivalent) for a serious crime (including, without limitation, a crime involving moral turpitude, embezzlement, dishonesty, theft or fraud); (v) other conduct causing the Company substantial public disgrace or disrepute or economic harm; or (vi) any act or omission that would make the continuance of your employment by the Company or any of its subsidiaries materially detrimental to the Company or such subsidiary.

5. **Timing of Bonus Payment**. The Retention Payment for a given Retention Period will be made on the first regularly scheduled payday following the end of Retention Period indicated in the Retention Schedule.

6. **At-Will Status**. This Agreement does not alter the "at-will" status of your employment, and the Company reserves the right to terminate you at anytime with or without cause. This Agreement is not a guarantee or promise of employment for any specific length of time.

7. **Applicable Law**. This Agreement shall be governed by the laws of the State of Colorado without regard to conflicts of law principles.

To accept this Agreement, sign it and return it to me at: eric@seastarmed.com. Thank you again for your continuing contributions to SeaStar Medical's success.

Sincerely,

AGREED TO BY:

Dated: June 29 , 2026 Signature: /s/ Eric Schlorff
SeaStar Medical

Dated: June 29 , 2026 Signature: /s/ Kevin Chung
Kevin Chung

Appendix A

The following is for illustrative purposes of how the RSU Grant would be calculated if approved by Compensation Committee:

Employee is to receive a total of $30,000 in Retention Payments (3 payments of $10,000).

Compensation Committee agrees to award an additional 25% of the $30,000 payment in shares in SeaStar Medical on July 1, 2026.

The closing price of the shares on July 1, 2026 is $2.50/share. The employee would receive 25% of $30,000 or $7,500 in RSU value or 3,000 shares (at $2.50) where the first 1,000 shares would vest immediately, the second tranche on November 1, 2026 and the third tranche on March 1, 2027.