

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 24, 2026**

HEALTHCARE TRIANGLE, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40903
(Commission File Number)

84-3559776
(IRS Employer
Identification No.)

7901 Stoneridge Dr., Suite 220 Pleasanton, CA 94588
(Address of principal executive offices)

(925)-270-4812
(Registrant's telephone number, including area code)

N/A
(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 \$0.00001 per share	HCTI	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 1.01 Entry into a Material Definitive Agreement.

Securities Exchange Agreement with SecureKloud Technologies Ltd.

On June 24, 2026, Healthcare Triangle, Inc. (the “Company”) entered into a Securities Exchange Agreement (the “Securities Exchange Agreement”) with SecureKloud Technologies Ltd., an Indian private limited company (“SecureKloud”). In consideration for the acquisition of substantially all of the assets of SecureKloud Technologies Inc., the Company had previously issued 1,600,000 shares (on a pre-split basis) of its Series B Convertible Preferred Stock, par value \$0.00001 per share (the “Series B Preferred Stock”), to SecureKloud pursuant to an Asset Transfer Agreement, dated October 21, 2024 (the “Asset Transfer Agreement”).

At the time of issuance, the Series B Preferred Stock was convertible, subject to stockholder approval, into 16,000,000 shares of the Company’s common stock (on a pre-split basis) having a market value of approximately \$7.2 million. Subsequent to such issuance and prior to obtaining stockholder approval, the Company effected two reverse stock splits at an aggregate ratio of 1:14,940, which reduced the number of shares of common stock underlying the Series B Preferred Stock from 16,000,000 to 1,071. As a result, SecureKloud was unable to convert the Series B Preferred Stock and realize the value of the consideration it received under the Asset Transfer Agreement.

Pursuant to the Securities Exchange Agreement, and in settlement of the amounts owed by SecureKloud to the Company over and above the amounts the Company has advanced to SecureKloud for the development of certain software, the Company agreed to issue 2,828,167 shares of its common stock (the “Exchange Shares”) to SecureKloud, or to its nominee, Blockedge Technologies Inc., as a make-whole. In exchange, SecureKloud will transfer, assign, convey and deliver to the Company, free and clear of all liens, all of its right, title and interest in the Series B Preferred Stock and will execute a Preferred Stock Transfer and Assignment.

The closing of the exchange is subject to the Company obtaining stockholders’ approval as required by Nasdaq Rule 5635(b). The Company has agreed to include the Exchange Shares in the next registration statement it files with the Securities and Exchange Commission providing for the resale of securities pursuant to Rule 415 under the Securities Act. The Securities Exchange Agreement is governed by the laws of the State of Delaware.

Amendment No. 1 to Share Purchase Agreement

On June 25, 2026, the Company, in its capacity as parent (the “Parent”), and Teyame AI Holdings Inc., a Delaware corporation and wholly owned subsidiary of the Company (the “Buyer”), entered into Amendment No. 1 (the “Amendment”) to the Share Purchase Agreement, dated as of January 22, 2026 (the “Original Share Purchase Agreement”), with Teyame AI LLC, a St. Kitts and Nevis corporation (the “Intermediary Seller”), CH 109, S.L., Ivan Montero Rebato and Maria Luisa Sanchez Fernandez.

The Amendment amends the purchase consideration to provide for the issuance of \$12,000,000 of restricted common stock of the Parent (the “Common Stock Consideration”) and 18,000 shares of a series of the Parent’s preferred stock (the “Preferred Stock”), having a stated value of \$1,000 per share and each share convertible, at the option of the Parent, into 430.21 shares of the Parent’s common stock. The Preferred Stock will be issued as of June 26, 2026 and will not be convertible into common stock until Shareholder Approval, as required by Nasdaq Rule 5635(a), has been obtained.

To the extent the issuance of the Common Stock Consideration would require the Parent to issue shares of common stock in excess of 19.99% of the shares outstanding immediately prior to issuance, the Intermediary Seller will instead receive shares of common stock equal to 19.99% of the outstanding amount and a pre-funded warrant (the “PFW”) for the excess, in each case exercisable only after Shareholder Approval has been obtained. The PFW will have an exercise price of \$0.00001 per share and will be exercisable on a cashless basis.

The Amendment also provides for the issuance of 5,000 shares of Preferred Stock to key management employees as a post-Closing earnout (the “Management Earnout”), payable as 2,500 shares for fiscal year 2026 and 2,500 shares for fiscal year 2027, subject to the acquired companies’ achievement of the applicable annual earnout targets. The Amendment is governed by the laws of the State of Delaware.

The foregoing descriptions of the Securities Exchange Agreement and the Amendment do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The Exchange Shares to be issued under the Securities Exchange Agreement, and the Common Stock Consideration, the Preferred Stock and the PFW to be issued under the Amendment (together with the shares of common stock issuable upon conversion of the Preferred Stock and exercise of the PFW), were or will be issued in reliance upon the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and/or Regulation D promulgated thereunder, as transactions by an issuer not involving any public offering, to recipients that are accredited investors and without any form of general solicitation or general advertising.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 26, 2026, in connection with the transactions described under Item 1.01 above, the Company filed a Certificate of Designations, Rights and Preferences of Series C Convertible Preferred Stock (the “Certificate of Designation”) with the Secretary of State of the State of Delaware. The Certificate of Designation designates 23,000 shares of Series C Convertible Preferred Stock, par value \$0.00001 per share, with a stated value of \$1,000 per share. The Series C Convertible Preferred Stock ranks senior to all other classes or series of the Company’s capital stock and junior to all of the Company’s indebtedness, and the holders are not entitled to receive dividends paid on the Company’s common stock. On or after the Stockholder Approval Date, each share of Series C Convertible Preferred Stock is convertible, at the option of the Company, into 430.2 shares of common stock, subject to customary adjustments. The foregoing description is qualified in its entirety by reference to the Certificate of Designation, a copy of which is filed as Exhibit 3.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Title
3.1	Certificate of Designations, Rights and Preferences of Series C Convertible Preferred Stock of Healthcare Triangle, Inc.
10.1	Securities Exchange Agreement, dated as of June 24, 2026, by and among Healthcare Triangle, Inc. and SecureKloud Technologies Ltd.
10.2	Amendment No. 1 to Share Purchase Agreement, dated as of June 25, 2026
104	Cover Page Interactive Data File (formatted as Inline XBRL).

Forward-Looking Statements

Certain statements made in this Current Report on Form 8-K are “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the “safe harbor” provisions under the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact included in this Current Report on Form 8-K are forward-looking statements. When used in this Current Report on Form 8-K, words such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “possible,” “potential,” “predict,” “project,” “should,” “would” and variations of these words or similar expressions (or the negative versions of such words or expressions), as they relate to the Company or its management team, are intended to identify forward-looking statements. Forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond the control of the Company, including those set forth in the “Risk Factors” section of the Company’s Annual Report on Form 10-K filed on April 15, 2026, as amended, and other reports and registration statements of the Company filed, or to be filed, with the Securities and Exchange Commission, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. All subsequent written or oral forward-looking statements attributable to the Company or persons acting on its behalf are qualified in their entirety by this paragraph. The Company undertakes no obligation to update or revise any forward-looking statements for revisions or changes after the date of this Current Report on Form 8-K, except as required by law.

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.

Healthcare Triangle, Inc.

Dated: June 26, 2026

By: /s/ David Ayanoglou
David Ayanoglou
Chief Financial Officer

HEALTHCARE TRIANGLE, INC.

CERTIFICATE OF DESIGNATIONS, RIGHTS AND PREFERENCES
OF
SERIES C CONVERTIBLE PREFERRED STOCK

Pursuant to Section 151 of the Delaware General Corporation Law, Healthcare Triangle, Inc., a Delaware corporation (the “**Corporation**”), DOES HEREBY CERTIFY:

WHEREAS, the Amended and Restated Certificate of Incorporation of the Corporation, as amended (the “**Certificate of Incorporation**”), provides for a class of its authorized stock known as preferred stock, comprised of 10,000,000 shares, \$0.00001 par value per share (the “**Preferred Stock**”), issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized by the provisions of the Certificate of Incorporation to fix the powers, designations, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, including dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences, of any series of Preferred Stock and the number of shares constituting any such series;

NOW, THEREFORE, BE IT RESOLVED, that pursuant to this authority granted to and vested in the Board of Directors in accordance with the provisions of the Certificate of Incorporation, the Board of Directors hereby adopts this Certificate of Designations, Rights, and Preferences (the “**Certificate of Designation**”) for the purpose of creating a series of Convertible Preferred Stock of the Corporation designated as Series C Preferred Stock, par value \$0.00001 per share (the “**Series C Convertible Preferred Stock**”), and hereby states the designation and number of shares, and fixes the relative rights, powers and preferences, and qualifications, limitations and restrictions of the Series C Preferred Stock as follows:

Section 1. Designation, Amount, Par Value and Stated Value. The series of preferred stock designated herein is Series C Convertible Preferred Stock and the number of shares so designated is Eighteen Thousand (23,000) shares. Each registered holder of Series C Convertible Preferred Stock is referred to herein as a “**Holder**.” Each share of Series C Convertible Preferred Stock has a par value of \$0.00001 per share. The Series C Convertible Preferred Stock shall have a stated value of \$1,000 per share (the “**Stated Value**”).

Section 2. No Maturity, Sinking Fund, Mandatory Redemption. Except as otherwise provided herein, the Series C Convertible Preferred Stock has no stated maturity and will not be subject to any sinking fund for the payment of the redemption price or mandatory redemption, and will remain outstanding indefinitely unless the Series C Convertible Preferred Stock is redeemed or otherwise repurchased in accordance with this Certificate of Designations. The Corporation is not required to set aside funds to redeem the Series C Convertible Preferred Stock.

Section 3. Ranking. With respect to payment of dividends and distribution of assets upon liquidation, dissolution, or winding up of the Corporation, whether voluntary or involuntary, the Series C Convertible Preferred Stock will rank: (i) senior to all other classes or series of capital stock of the Corporation now existing or hereafter authorized, classified or reclassified, and (ii) junior to all Indebtedness of the Corporation now existing or hereafter authorized (including Indebtedness convertible into Common Stock).

Section 4. Dividends. The holders of the Series C Convertible Preferred Stock shall not be entitled to receive dividends paid on the Corporation’s Common Stock.

Section 5. Liquidation Preference. Upon liquidation, dissolution or winding up of the Corporation (a “**Liquidation**”), whether voluntary or involuntary, each Holder shall be entitled to receive the amount of cash, securities or other property to which such holder would be entitled to receive with respect to such shares of Series C Convertible Preferred Stock if such shares had been converted to Common Stock immediately prior to such Liquidation, subject to the preferential rights of holders of any senior securities of the Corporation.

Section 6. Conversion.

- (a) Conversions at Option of Corporation. On or after the Stockholder Approval Date, each share of Series C Convertible Preferred Stock shall, at the option of the Corporation, be convertible into 430.2 shares of the Corporation's common stock, par value \$0.00001 per share (the "Common Stock"). Upon any such conversion, the Corporation shall notify the Holder of the number of shares of Convertible Preferred Stock converted and the resulting number of shares of Conversion Shares issuable to the Holder. The conversion calculations made by the Corporation shall control in the absence of manifest or mathematical error.

"Conversion Shares" means with respect to the conversion of each share of Convertible Preferred Stock, 430.2 shares of Common Stock.

"Stockholder Approval" means such approval as may be required by the applicable rules and regulations of The Nasdaq Stock Market LLC (or any successor entity) from the stockholders of the Corporation to consent to the conversion of all of the shares of Series C Convertible Preferred Stock into shares of Common Stock pursuant to Section 6 of this Certificate of Designation.

"Stockholder Approval Date" means the date on which Stockholder Approval is obtained.

(b) Mechanics of Conversion

- i. Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series C Convertible Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series C Convertible Preferred Stock, not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments of Section 7) upon the conversion of all outstanding shares of Series C Convertible Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.
 - ii. Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series C Convertible Preferred Stock. As to any fraction of a share which a Holder would otherwise be entitled to receive upon such conversion, the Corporation shall round up to the next whole share.
 - iii. Transfer Taxes. The issuance of certificates for shares of the Common Stock upon conversion of the Series C Convertible Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the registered Holder(s) of such shares of Series C Convertible Preferred Stock and the Corporation shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.
- (c) Status as Stockholder. Upon each Conversion Date (i) the shares of Series C Convertible Preferred Stock being converted shall be deemed converted into shares of Common Stock, and (ii) the Holder's rights as a holder of such converted shares of Series C Convertible Preferred Stock shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the holder shall retain all of its rights and remedies for the Corporation's failure to convert Series C Convertible Preferred Stock.

Section 7. Certain Adjustments.

- (a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Series C Convertible Preferred Stock is outstanding: (A) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of this Series C Convertible Preferred Stock) with respect to the then outstanding shares of Common Stock; or (B) subdivides outstanding shares of Common Stock into a larger number of shares, then the Conversion Shares shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event (excluding any treasury shares of the Corporation). If the Corporation, at any time while this Series C Convertible Preferred Stock is outstanding combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then the Conversion Shares shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately after such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately before such event (excluding any treasury shares of the Corporation). Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.
- (b) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

Section 8. Miscellaneous.

- (a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, or such other address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or mailing address of such Holder appearing on the books of the Corporation, or if no such e-mail address or mailing address appears on the books of the Corporation, at the principal place of business of such Holder. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the date immediately following the date of transmission, if such notice or communication is delivered via e-mail at the e-mail address specified in this Section between 5:30 p.m. and 11:59 p.m. (New York City time) on any date, (iii) the second Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.
- (b) Lost or Mutilated Series C Convertible Preferred Stock Certificate. If a Holder's Series C Convertible Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series C Convertible Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof, reasonably satisfactory to the Corporation and, in each case, customary and reasonable indemnity, if requested. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe.

- (c) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver by the Corporation or a Holder must be in writing. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the holders of Series C Convertible Preferred Stock granted hereunder may be waived as to all shares of Series C Convertible Preferred Stock (and the Holders thereof) upon the written consent of the Holders of not less than a majority of the shares of Series C Convertible Preferred Stock then outstanding, unless a higher percentage is required by the DGCL, in which case the written consent of the holders of not less than such higher percentage shall be required.
- (d) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.
- (e) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.
- (f) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.
- (g) Status of Converted Series C Convertible Preferred Stock. If any shares of Series C Convertible Preferred Stock shall be converted or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Convertible Preferred Stock.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be duly executed on its behalf by its undersigned Chief Financial Officer as of June 24, 2026.

By: /s/ David Ayanoglou

Name: David Ayanoglou

Title: Chief Financial Officer

SECURITIES EXCHANGE AGREEMENT

This **SECURITIES EXCHANGE AGREEMENT** (this “**Agreement**”) is made as of June 24, 2026, by and among Healthcare Triangle, Inc., a Delaware corporation (the “**Company**”), and SecureKloud Technologies, Ltd., a Indian corporation (“**SecureKloud**”).

RECITALS

WHEREAS, in consideration for the acquisition of substantially all of the assets of SecureKloud Technologies Inc, the Company issued 1,600,000 shares of its Series B Convertible Preferred Stock, par value \$0.00001 per share (the “**Series B Preferred Stock**”) to SecureKloud, pursuant to an Asset Transfer Agreement (the “**Asset Transfer Agreement**”), dated October 21, 2024 between the Company and SecureKloud;

WHEREAS, the Series B Preferred Stock were at the time of its issuance convertible into 16,000,000 shares of the Company’s common stock (on a pre-split basis) at the option of the holder at any time on and after the effective date of the Company’s stockholders approval of such conversion (the “**Stockholders’ Approval**”) and such shares of common stock had at the time of issuance a market value of approximately \$7.2 million;

WHEREAS, subsequent to the issuance of the Series B Preferred Stock to SecureKloud and prior to the effectiveness of any **Stockholders’ Approval**, the Company effected two reverse stock splits that were in the aggregate at a ratio 1:14,940 resulting in the number of shares of common stock underlying the Series B Preferred Stock decreasing from 16,000,000 to 1,071 with a market value of approximately \$2,463;

WHEREAS, SecureKloud owes the Company \$626,000 for receivables transferred by the Company over and above the amounts which the Company has advanced to SecureKloud for the development of certain software (\$3.2 million);,

WHEREAS, SecureKloud was unable to convert the Series B Preferred Stock into the Company’s common stock prior to the reverse stock splits and realize the value of the consideration it received under the Asset Transfer Agreement, the Company has agreed to issue SecureKloud 2,828,167 shares of the Company’s common stock (the “**Exchange Shares**”) to SecureKloud’s subsidiary Blockedge Technologies Inc as a make whole to SecureKloud.

NOW, THEREFORE, in consideration of settlement of the amounts owed by SecureKloud to the Company over and above the amounts which the Company has advanced to SecureKloud for the development of certain software, and the mutual covenants, agreements, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT**ARTICLE I. EXCHANGE**

1.01 **The Exchange**. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), SecureKloud shall transfer, assign, convey, and deliver to the Company, free and clear of all liens, all of SecureKloud’s right, title, and interest in the Series B Preferred Stock and shall execute the Preferred Stock Transfer and Assignment attached hereto as **Exhibit A** (The “**Assignment**”) and, in exchange therefor, the Company shall issue and deliver the Exchange Shares to SecureKloud (the “**Exchange**”).

1.02 **Stockholder Approval**. Prior to the Closing, the Company shall obtain Stockholders’ Approval as required by Nasdaq Rule 5635 (b).

1.03 **Closing**. The closing of the Exchange (the “**Closing**”) shall occur automatically following Stockholders’ Approval and the execution by SecureKloud of the Assignment and a confirmation from the Company’s transfer agent that the Exchange Shares are in the process of being issued to SecureKloud or its nominees pursuant to Section 1.04 of this Agreement.

1.04 Exchange Shares Issuance. SecureKloud may in writing direct the Company to issue the Exchange Shares to any of its nominees.

1.04 Other Documents. The Company and SecureKloud shall execute and/or deliver such other documents and agreements as are reasonably necessary to effectuate the Exchange pursuant to the terms of this Agreement.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to SecureKloud as of the date hereof as follows:

2.01 Organization, Good Standing and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power to own, lease and operate its properties and assets and to conduct its business as it is now being conducted.

2.02 Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and perform this Agreement and to issue the Securities in accordance with the terms hereof. The execution, delivery and performance of this Agreement by the Company and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action of the Company, and no further consent or authorization of the Company or its board of directors or stockholders is required. When executed and delivered by the Company, this Agreement shall constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

2.03 No Conflicts. The execution, delivery, and performance of this Agreement by the Company does not and will not (a) violate or conflict with the certificate of incorporation or bylaws of the Company; (b) violate any law, rule, regulation, order, judgment, or decree applicable to the Company; or (c) conflict with, result in a breach of, or constitute a default under any material contract, agreement, or instrument to which the Company is a party or by which the Company is bound, except to the extent that it would not have a material adverse effect upon the ability of the Company to consummate the Exchange.

2.04 No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Exchange Shares by any form of general solicitation or general advertising. The Company is an "accredited investor" within the meaning of Rule 501 under the Securities Act. The Company has offered the Exchange Shares for sale only to accredited investors.

2.05 Investment Company. The Company is not, and is not an affiliate of, and immediately after receipt of payment for the Securities, will not be or be an affiliate of, an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "***Investment Company Act***"). The Company shall conduct its business in a manner so that it will not become an "investment company" subject to registration under the Investment Company Act of 1940, as amended.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SECUREKLOUD

SecureKloud represents and warrants to the Company as of the date hereof as follows:

3.01 Organization and Standing of SecureKloud. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.

3.02 Authorization and Power. It has the requisite power and authority to enter into and perform this Agreement and to sell, assign, transfer and deliver its Senior Preferred Units hereunder. The execution, delivery and performance of this Agreement by it and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary action and in accordance with the laws of its jurisdiction of formation, and no further consent or authorization of SecureKloud or its board of directors or equity holders is required to enter into and perform this Agreement. When executed and delivered by SecureKloud, this Agreement shall constitute the valid and binding obligations of SecureKloud enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

3.03 No Conflicts. The execution, delivery, and performance of this Agreement by SecureKloud does not and will not conflict with or result in any violation of, breach of default by SecureKloud (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, under any provision of any organizational documents of SecureKloud including, without limitation, its incorporation or formation papers, bylaws, indenture, or trust, partnership or operation agreement, as may be applicable, (b) violate any law, rule, regulation, order, judgment, or decree applicable to SecureKloud; or (c) conflict with, result in a breach of, or constitute a default under any contract, agreement, or instrument to which such SecureKloud.

3.04 Ownership. SecureKloud is the sole owner of all right, title and interest in and to the Series B Preferred Stock.

3.05 Accredited Investor Status. SecureKloud is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act and has such knowledge and experience in financial and business matters as to be able to protect its own interests in connection with an investment in the Securities. SecureKloud has not been organized or reorganized (as such terms are interpreted under the Investment Company Act) for the specific purpose of acquiring the Securities (as defined below) or otherwise investing in the Company.

3.06 Investment Intent. SecureKloud is acquiring the Company's common stock as principal for its own account and has no direct or indirect arrangement or understandings with any other persons. SecureKloud is acquiring the Company's common stock hereunder for its personal account for investment purposes or in the ordinary course of its business.

3.07 Securities Not Registered. SecureKloud understands that the Exchange Shares have not been registered under the Securities Act or any applicable state securities laws, and the Exchange Shares may not be transferred unless (a) the Securities are sold pursuant to an effective registration statement under the Securities Act, (b) SecureKloud shall have delivered to the Company an opinion of counsel (which may be counsel to the Company) that shall be in form, substance and scope customary for opinions of counsel in comparable transactions to the effect that the Exchange Shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration, or (c) the Exchange Shares are sold pursuant to Rule 144 under the Securities Act or other applicable exemption.

ARTICLE IV. OTHER AGREEMENTS OF THE PARTIES

4.01 Registration Rights. The Company shall include the Exchange Shares in the next registration statement following the Closing that the Company files with the SEC providing for the resale of securities held by stockholders of the Company on a delayed or continuous basis pursuant to Rule 415 under the Securities Act.

4.02 Restrictive Legends. For so long as the Securities have not been sold in accordance with an exemption from the registration requirements of the Securities Act, any certificates or book-entries representing the Securities shall have endorsed thereon legends substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES OR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL (IF THE COMPANY SO REQUESTS), IS AVAILABLE."

ARTICLE V. MISCELLANEOUS

5.01 Amendment. No provision of this Agreement may be waived or amended except in a written instrument signed by (i) the Company and (ii) SecureKloud.

5.02 Waivers. No waiver by either party of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

5.03 Headings. The article, section and subsection headings in this Agreement are for convenience only and shall not constitute a part of this Agreement for any other purpose and shall not be deemed to limit or affect any of the provisions hereof.

5.04 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties, except that the Company may assign its rights and obligations hereunder to any affiliate or successor entity without consent.

5.05 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

5.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and shall become effective when counterparts have been signed by each party and delivered to the other parties hereto, it being understood that all parties need not sign the same counterpart. Signature pages to this Agreement may be delivered by facsimile or other means of electronic transmission.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Exchange Agreement to be duly executed by their respective authorized officers as of the date first above written.

COMPANY:

HEALTHCARE TRIANGLE, INC..

By: /s/ David Ayanoglou
Name: David Ayanoglou

SECUREKLOUD TECHNOLOGIES, INC.

By: /s/ Suresh Venkatachari
Name: Suresh Venkatachari
Title: Chief Executive Officer

Exhibit A

Preferred Stock Transfer and Assignment

Dated: July 17, 2026

For valuable consideration received pursuant to the Securities Exchange Agreement dated July 17, 2026, SecureKloud Technologies, Inc. hereby transfers and assigns all of its right title and interest to 1,600,000 shares of Healthcare Triangle, Inc. (the “Company”) Series B Convertible Preferred Stock (the “Series B Preferred Stock”) to the Company and hereby acknowledges that pursuant to Section 8(g) of the Certificate of Designations, Rights and Preferences of the Series B Preferred Stock, upon the execution of this Preferred Stock Transfer and Assignment by SecureKloud Technologies, Inc. all 1,600,000 shares of Series B preferred Stock shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series B Convertible Preferred Stock

SECUREKLOUD TECHNOLOGIES, INC.

By: _____

Name:

Title:

AMENDMENT NO. 1 TO SHARE PURCHASE AGREEMENT

This Amendment No. 1 (the “**Amendment**”) dated as of June 25, 2026 is entered into among (a) Teyame AI Holdings Inc, a Delaware corporation (“**Buyer**”) and wholly owned subsidiary of Healthcare Triangle, Inc, a Delaware corporation (“**Parent**”), (b) Parent, (c) Teyame AI LLC, a St Kitts and Nevis corporation (the “**Intermediary Seller**”), (d) CH 109, S.L, a company incorporated in Spain (the “**CH 109**”) and (e) Ivan Montero Rebato (“**Rebato**”) (f) Maria Luisa Sanchez Fernandez (“**Fernandez**” and together with CH 109 and Rebato, the “**Original Sellers**”). Buyer, Parent and the Intermediary Seller are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS, the Parties have entered into that certain Share Purchase Agreement, dated as of January 22, 2026 (the “**Original Share Purchase Agreement**”); and

WHEREAS, the Parties hereto desire to add and amend certain provisions to the Original Share Purchase Agreement; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**. Capitalized terms used and not defined in this Amendment shall have the respective meanings assigned to them in the Original Share Purchase Agreement.

2. **Amendments to the ATA**.

(a) *Amendment to Section 1.01(a)(iv)*. Section 1.01(a)(iv) of the Original Share Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“iv. Twelve Million Dollars (\$12,000,000) of restricted common stock (the “**Common Stock Consideration**”) of the Parent and eighteen thousand (18,000) shares of a series of the Parent’s preferred stock (the “**Preferred Stock**”) with a stated value of one thousand dollars (\$1,000) per share and each share of Preferred Stock convertible into 430.2¹ shares of common stock of the Parent at the option of the Parent. The Preferred Stock will be issued as of June 26, 2026 and will not be convertible into common stock of the Parent until Shareholder Approval has been obtained. Notwithstanding anything to the contrary stated above, to the extent that the issuance of the Common Stock Consideration would require the Parent to issue shares of its common stock that is in excess of 19.99% of the number of shares of its common stock outstanding immediately prior to issuance, then on the Closing Date, the Intermediary Seller will receive shares of common stock of the Parent equal to 19.99% of outstanding amount and a pre-funded warrant (“**PFW**”) of the Parent that has a number of underlying shares of common stock of the Parent equal to such excess. The PFW will be exercisable at any after the Parent has obtained Shareholder Approval for such exercise. The PFW will have an exercise price of \$0.00001 per share, but will be exercisable on a cashless basis. “**Shareholder Approval**” means the shareholder approval required by Nasdaq Rule 5635(a) prior to the conversion of the shares of preferred stock that constitute the Preferred Consideration or the exercise of the PFW, as applicable.

¹ Based on a conversion price of \$2.3245 per share, which is the 5 day VWAP prior to market close on June 10, 2026.

(b) *Amendment to Section 1.01(a)(v)*. Section 1.01(a)(v) of the Original Share Purchase Agreement is hereby deleted in its entirety and replaced with the following:

“v. 5,000 shares of Preferred Stock as post-Closing earnout payment issued to the Key Management employees (to list the name of the persons) (the “Management Earnout”), subject to the Acquired Companies’ achievement of the applicable yearly earnout targets set forth on Annexure B hereto, which Earnout shall be payable as follows:

Year 1 (Fiscal Year 2026):

(a) 2,500 shares of Preferred Stock

Year 2 (Fiscal Year 2027):

(b) 2,500 shares of Preferred Stock”

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “**Effective Date**”). Except as expressly provided in this Amendment, all of the terms and provisions of the Original Share Purchase Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendment contained herein will not be construed as an amendment to or waiver of any other provision of the Original Share Purchase Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Original Share Purchase Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Original Share Purchase Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, that Original Share Purchase Agreement will mean and be a reference to the Original Share Purchase Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(b) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(c) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(d) This Amendment will be governed by the laws of the State of Delaware without giving effect to applicable conflict of law provisions. With respect to any litigation arising out of or relating to this Amendment, each party agrees that it will be filed in and heard by the state or federal courts with jurisdiction to hear such suits within the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

N WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the Effective Date by their respective officers thereunto duly authorized (as applicable).

Buyer:

Healthcare Triangle, Inc.

By: /s/ David Ayanoglou
Name: David Ayanoglou
Title: CFO

Intermediary Seller:

Teyame AI LLC

By: /s/ Tam Singh
Name: Tam Singh
Title: President and CEO

[Signature page to Amendment No. 1 to Share Purchase Agreement]
