Exhibit 10.1

EMPLOYMENT AGREEMENT
between
Cardiac Science, Inc.
and
Michael J. Mardy

This Employment Agreement ("Agreement") is made effective January 1, 2007 between Cardiac Science, Inc. ("Company") and Michael J. Mardy ("Executive"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

EMPLOYMENT

1. Duties. Executive shall serve as Chief Financial Officer of Company. Executive shall perform such duties as are customarily performed by persons in such position and such other duties as may be assigned to Executive by Company's Chief Executive Officer or Board of Directors. Executive shall devote his full business time, attention and energies to the business of Company during the term of this Agreement.

2. Term. Executive's employment under this Agreement shall be for a period beginning on January 1, 2007 and ending on December 31, 2007, unless sooner terminated as provided in Section 5 of this Agreement. Thereafter, this Agreement shall automatically renew for successive one-year periods unless either party gives written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-current term.

3. Compensation. As compensation for Executive's performance of all of his obligations under this Agreement, Company shall pay Executive a base salary at the annual rate of $250,000, payable in accordance with Company's standard payroll practices. Executive's base salary shall be reviewed annually by Company's Board of Directors and may be increased, but not decreased, by the Board of Directors. Executive shall also be eligible to receive an annual bonus of up to 50% of his base salary, based on criteria established by the Board of Directors. Executive shall also be entitled to participate in any stock option, stock purchase, health insurance, profit sharing, pension or other benefit plan made available by Company to its executive employees, subject to the terms and conditions of such plans.

4. Expenses. Company shall reimburse Executive for all reasonable travel and other expenses incurred by Executive in the performance of his duties under this Agreement, upon presentation of expense statements or vouchers or such other supporting information as Company may require.

5. Termination. Executive's employment under this Agreement shall terminate upon the occurrence of any of the following events:

5.1 Death. Executive's employment shall terminate upon his death.

5.2 Disability. Executive's employment shall terminate if he becomes disabled and is unable to perform the essential functions of his position, with or without reasonable accommodation, for a period of 90 consecutive days or for 120 days in any 12-month period. Any question as to the existence of Executive's disability shall be determined by a physician selected by Company and acceptable to Executive or his guardian, which acceptance shall not be unreasonably withheld.

5.3 Cause. Company may terminate Executive's employment for Cause. For purposes of this Agreement, "Cause" means:

(a) Executive's material breach of this Agreement;

(b) Executive's willful misconduct or gross negligence in the performance of his duties;

(c) Executive's conviction of, or plea of guilty or nolo contendere to, a felony or any crime involving moral turpitude;

(d) Executive's fraud, misappropriation or embezzlement of Company funds or property;

(e) Executive's material violation of Company's written policies, including its Code of Business Conduct and Ethics; or

(f) Executive's failure to perform his duties to the reasonable satisfaction of the Board of Directors, after written notice and a reasonable opportunity to cure.

5.4 Without Cause. Company may terminate Executive's employment at any time without Cause upon 30 days' written notice.

5.5 Resignation. Executive may resign his employment at any time upon 30 days' written notice to Company.

6. Effect of Termination.

6.1 Termination for Cause, Death, Disability or Resignation. If Executive's employment terminates for Cause, by reason of death or disability, or by Executive's resignation, Executive shall be entitled to receive his base salary and benefits accrued through the date of termination, but no severance or other termination payments.

6.2 Termination Without Cause. If Company terminates Executive's employment without Cause, Executive shall be entitled to receive his base salary and benefits accrued through the date of termination, plus severance payments equal to 6 months of his base salary, payable in accordance with Company's standard payroll practices.

7. Confidentiality. Executive shall not, during or after the term of this Agreement, disclose to any person or entity any confidential information of Company, except as required by law or as necessary to perform his duties under this Agreement. Upon termination of this Agreement, Executive shall return all Company property, including all documents and materials containing confidential information.

8. Non-Solicitation. During the term of this Agreement and for 12 months thereafter, Executive shall not solicit any employee of Company to leave Company's employment, or hire any such employee, except with Company's prior written consent.

9. Assignment. This Agreement is personal to Executive and may not be assigned by him. Company may assign this Agreement to any successor to its business.

10. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws principles.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, whether written or oral.

12. Amendment. This Agreement may be amended only by a written agreement signed by both parties.

13. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted.

14. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. Notices. All notices under this Agreement shall be in writing and delivered to the parties at their last known addresses.

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

Cardiac Science, Inc.

By: /s/ Kevin Ronan
Kevin Ronan
Chief Executive Officer

/s/ Michael J. Mardy
Michael J. Mardy

Ley 1564 de 2012 [Congreso de la República de Colombia]. Por medio de la cual se expide el Código General del Proceso y se dictan otras disposiciones. 12 de julio de 2012. DO: 48.489.

Ley 1801 de 2016 [Congreso de la República de Colombia]. Por la cual se expide el Código Nacional de Seguridad y Convivencia Ciudadana. 29 de julio de 2016. DO: 49.949.

Ley 1952 de 2019 [Congreso de la República de Colombia]. Por medio de la cual se expide el código general disciplinario se derogan la ley 734 de 2002 y algunas disposiciones de la ley 1474 de 2011, la ley 1755 de 2015 y el numeral 8 del artículo 97 de la ley 1437 de 2011. 28 de enero de 2019. DO: 50.850.

Ley 2080 de 2021 [Congreso de la República de Colombia]. Por la cual se reforma la Ley 1437 de 2011 y se expiden normas orientadas a la descongestión de los procesos. 25 de enero de 2021. DO: 51.566.

Ley 2220 de 2022 [Congreso de la República de Colombia]. Por medio de la cual se expide el Estatuto de Conciliación y se dictan otras disposiciones. 30 de junio de 2022. DO: 52.092.

Ley 2294 de 2023 [Congreso de la República de Colombia]. Por el cual se expide el Plan Nacional de Desarrollo 2022-2026 "Colombia potencia mundial de la vida". 19 de mayo de 2023. DO: 52.400.

Ley 2297 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se crea el Sistema Nacional de Cuidado para la Vida y se dictan otras disposiciones. 26 de junio de 2023. DO: 52.484.

Ley 2299 de 2023 [Congreso de la República de Colombia]. Por la cual se dictan disposiciones generales del habeas data con respecto a la información financiera, crediticia, comercial, de servicios y la proveniente de terceros países y se dictan otras disposiciones, en particular, la ley estatutaria 1266 de 2008. 30 de junio de 2023. DO: 52.488.

Ley 2300 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se establecen medidas que protejan el derecho a la intimidad de los consumidores mediante el uso de las comunicaciones comerciales. 14 de julio de 2023. DO: 52.497.

Ley 2307 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se modifica el artículo 2 de la Ley 1581 de 2012 y se dictan otras disposiciones. 28 de agosto de 2023. DO: 52.566.

Ley 2310 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se establecen medidas para garantizar el derecho a la igualdad salarial y no discriminación entre hombres y mujeres y se dictan otras disposiciones. 28 de septiembre de 2023. DO: 52.586.

Ley 2311 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se modifica el artículo 2 de la Ley 1581 de 2012 y se dictan otras disposiciones. 28 de agosto de 2023. DO: 52.566.

Ley 2312 de 2023 [Congreso de la República de Colombia]. Por medio de la cual se modifica el artículo 2 de la Ley 1581 de 2012 y se dictan otras disposiciones. 28 de agosto de 2023. DO: 52.566.

Zaključak se sastavlja u pisanom obliku u dva istovetna primerka koja potpisuju ugovorne strane. Jedan primerak zaključka se dostavlja Agenciji za privatizaciju u roku od 15 dana od dana zaključenja ugovora.

Zaključak stupa na snagu danom potpisivanja ugovorenih strana.

Ovaj zaključak je sačinjen u 4 (četiri) istovetna primerka, od kojih je 2 (dva) za potrebe ovog ugovora.

UGOVORNA STRANA:

Kupac:

Društvo za upravljanje

Ime i prezime:

Funkcija:

Potpis ovlašćenog lica

M.P.

PRODAVAC:

Agencija za privatizaciju

Ime i prezime:

Funkcija:

Potpis ovlašćenog lica

M.P.