As filed with the Securities and Exchange Commission on November 5, 2026

Registration No. 333-_____

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

FORM S-8

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CVRx, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**41-1983744**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

9201 West Broadway Avenue, Suite 650
Minneapolis, MN 55445
(Address of Principal Executive Offices, including zip code)

Stock Option Agreement (CFO Inducement Grant)
Restricted Stock Unit Agreement (CFO Inducement Grant)
(Full title of the Plans)

Kevin Hykes
President and Chief Executive Officer
CVRx, Inc.
9201 West Broadway Avenue, Suite 650
Minneapolis, MN 55445
(Name and address of agent for service)

(763) 416-2840
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☐

EXPLANATORY NOTE

As previously disclosed on a Current Report on Form 8-K filed with the Securities and Exchange Commission (the "Commission") on September 21, 2026, John Landry was appointed as Chief Financial Officer of CVRx, Inc. (the "Registrant"), and his term in that role commences November 6, 2026. In connection with Mr. Landry's appointment, this Registration Statement on Form S-8 is being filed with the Commission for the purpose of registering 227,880 shares of Common Stock, par value $0.01 per share, of the Registrant, of which 186,447 shares may be purchased upon exercise of the stock options represented by the Stock Option Agreement (CFO Inducement Grant) and 41,433 shares may be acquired upon settlement of the restricted stock units represented by the Restricted Stock Unit Agreement (CFO Inducement Grant), each to be granted to Mr. Landry on November 9, 2026.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information called for in Part I of Form S-8 is not being filed with or included in this Registration Statement (by incorporation by reference or otherwise) in accordance with the rules and regulations of the Commission.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the Commission by the Registrant, pursuant to the Securities Act of 1933, as amended (the "Securities Act") and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as applicable, are hereby incorporated by reference in, and shall be deemed to be a part of, this Registration Statement:

(a) the Registrant's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the Commission on February 13, 2026;

(b) the Registrant's Quarterly Reports on Form 10-Q filed with the Commission on May 12, 2026, August 6, 2026 and November 5, 2026;

(c) the Registrant's Current Reports on Form 8-K filed with the Commission on January 12, 2026, January 12, 2026, March 3, 2026, April 13, 2026, June 3, 2026, June 9, 2026, August 11, 2026 and September 21, 2026; and

(d) the description of the Registrant's Common Stock contained in Exhibit 4.16 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021 filed with the Commission on February 22, 2022, and any amendment or report filed for the purpose of updating such description.

In addition, all documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14, and 15(d) of the Exchange Act after the date of this Registration Statement and before the filing of a post-effective amendment that indicates that all shares of Common Stock offered have been sold, or that deregisters all shares of Common Stock then remaining unsold, shall be deemed to be incorporated by reference in, and to be a part of, this Registration Statement from the date of filing of those documents.

Any statement contained in a document incorporated, or deemed to be incorporated, by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or incorporated herein by reference or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Notwithstanding the foregoing, nothing in this Registration Statement shall be deemed to incorporate any information from Item 2.02 or Item 7.01 of any Form 8-K, or that is otherwise furnished under applicable Commission rules rather than filed, or any exhibits to the extent furnished in connection with such items.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Subsection (a) of Section 145 of the Delaware General Corporation Law (the "DGCL") empowers a corporation to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith; that indemnification provided for by Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and the indemnification provided for by Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of such person's heirs, executors and administrators. Section 145 also empowers the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liabilities under Section 145.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director or officer to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or officer, provided that such provision shall not eliminate or limit the liability of a director or officer (i) for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) in the case of a director, under Section 174 of the DGCL, (iv) for any transaction from which the director or officer derived an improper personal benefit, or (v) in the case of an officer, in any action by or in the right of the corporation.

The Restated Certificate of Incorporation of the Registrant eliminates the personal liability of its directors and officers for monetary damages for breach of fiduciary duty to the fullest extent permitted by the DGCL. The Restated Certificate of Incorporation and Amended and Restated Bylaws of the Registrant require the Registrant to indemnify, and advance expenses to, its directors and officers to the fullest extent authorized by the DGCL.

The Registrant has entered into indemnification agreements with each of its directors and executive officers in which the Registrant has agreed to indemnify, defend and hold harmless, and also advance expenses as incurred, to the fullest extent permitted under applicable law, from damage arising from the fact that such person is or was an officer or director of the Registrant or its subsidiaries.

The Registrant has purchased and intends to maintain insurance on behalf of the Registrant and any person who is or was a director or officer against any loss arising from any claim asserted against him or her and incurred by him or her in that capacity, subject to certain exclusions and limits of the amount of coverage.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description
4.1	Restated Certificate of Incorporation of CVRx, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 7, 2024).
4.2	Amended and Restated Bylaws of CVRx, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed on July 7, 2021).
5.1	Opinion of Faegre Drinker Biddle & Reath LLP.
10.1	Stock Option Agreement (CFO Inducement Grant) between John Landry and the Company, to be dated November 9, 2026.
10.2	Restricted Stock Unit Agreement (CFO Inducement Grant) between John Landry and the Company to be dated November 9, 2026.
23.1	Consent of Grant Thornton LLP, independent registered public accounting firm.
23.2	Consent of Faegre Drinker Biddle & Reath LLP (included in Exhibit 5.1).
24.1	Power of Attorney.
107	Filing Fee Table.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, *however*, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Minneapolis, State of Minnesota, on November 5, 2026.

CVRx, INC.

By: /s/ Kevin Hykes
Kevin Hykes
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons on behalf of the Registrant and in the capacities indicated:

Signature	Title
/s/ Kevin Hykes Kevin Hykes	President and Chief Executive Officer, and Director (Principal Executive Officer)
/s/ Jared Oasheim Jared Oasheim	Chief Financial Officer (Principal Financial and Accounting Officer)
* Kevin Ballinger	Director
* Michael Dale	Director
* Mitch Hill	Director
* Mudit Jain	Director
* Kirk Nielsen	Director
* Martha Shadan	Director
* Joseph Slattery	Director

* Jared Oasheim, by signing his name hereto on the 5th day of November, 2026, does hereby sign this document pursuant to powers of attorney duly executed by the directors named, filed with the Securities and Exchange Commission on behalf of such directors, all in the capacities and on the date stated.

Exhibit 5.1

November 5, 2026

CVRx, Inc.
9201 West Broadway Avenue, Suite 650
Minneapolis, MN 55445

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel to CVRx, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of the Company's Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), relating to the issuance of up to 227,880 shares of the Company's Common Stock, par value $0.01 per share (the "Shares"), which may be issued upon the exercise of the 186,447 stock options and settlement of 41,433 restricted stock units to be granted to John Landry on November 9, 2026 in connection with his appointment as the Company's Chief Financial Officer, pursuant to a Stock Option Agreement (CFO Inducement Grant) and Restricted Stock Unit Agreement (CFO Inducement Grant) (together, the "Inducement Agreements").

For purposes of this opinion letter, we have examined the Inducement Agreements, the Registration Statement, the amended and restated certificate of incorporation, as currently in effect, and the amended and restated bylaws, as currently in effect, of the Company, the resolutions of the Company's board of directors authorizing the issuance of the Shares and such corporate and other records, agreements, instruments, certificates of public officials and documents as we have deemed necessary as a basis for the opinions hereinafter expressed and have made such examination of statutes as we have deemed relevant and necessary in connection with the opinions hereinafter expressed. As to facts material to this opinion letter, we have relied upon certificates, statements or representations of public officials, of officers and representatives of the Company and of others, without any independent verification thereof.

In our examination, we have assumed: (i) the legal capacity of all natural persons; (ii) the genuineness of all signatures; (iii) the authenticity of all documents submitted to us as originals; (iv) the conformity to original documents of all documents submitted to us as certified, conformed, photostatic or facsimile copies; (v) the authenticity of the originals of such latter documents; (vi) the truth, accuracy and completeness of the information, representations and warranties contained in the records, documents, instruments, certificates and records we have reviewed; and (vii) the absence of any undisclosed modifications to the agreements and instruments reviewed by us.

Based on and subject to the foregoing and to the other qualifications, assumptions and limitations set forth herein, we are of the opinion that all necessary corporate action on the part of the Company has been taken to authorize the issuance and sale of the Shares to be issued in accordance with the Inducement Agreements and that, when (a) the Shares have been issued and sold as contemplated in the Registration Statement and related prospectus and in accordance with the Inducement Agreements, and (b) the consideration for the Shares specified in the Inducement Agreements has been received by the Company, the Shares will be validly issued, fully paid and nonassessable.

We are admitted to the practice of law in the State of Minnesota.

This opinion speaks only as of the date the Registration Statement becomes effective under the Act, and we assume no obligation to revise or supplement this opinion thereafter. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Yours very truly,

/s/ *FAEGRE DRINKER BIDDLE & REATH LLP*

FAEGRE DRINKER BIDDLE & REATH LLP

Exhibit 10.1

CVRx, Inc.
Stock Option Agreement
(CFO Inducement Grant)

CVRx, Inc. (the "Company") hereby grants an Option to purchase shares of the Company's common stock to you, the Participant named below. The terms and conditions of the Option Award are set forth in this Agreement, consisting of this cover page and the Option Terms and Conditions on the following pages. This Option is made and granted as a stand-alone award and is not granted under or pursuant to the Company's 2021 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"). However, for convenience purposes, unless otherwise defined herein, any capitalized term that is not defined in this Agreement shall have the meaning set forth in the Plan. This Option is an inducement material to the Participant's entry into employment within the meaning of Nasdaq Listing Rule 5635(c)(4).

Name of Participant:	John Landry
Date of Grant:	November 9, 2026
Number of Shares Covered:	186,447
Exercise Price:	[●]
Expiration Date:	November 9, 2036
Type of Option:	Non-Qualified Stock Option

The Vesting and Exercise Schedule will be as follows:

Shares	Vest Date

Vests as to 25% of the shares on October 12, 2027 and as to 1/48th of the shares each month thereafter

By evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have received and reviewed these documents and that they set forth the entire agreement between you and the Company regarding your right to purchase shares of the Company's common stock pursuant to this Option.

CVRx, Inc.:



By: Kevin Hykes
Title: President & Chief Executive Officer

CVRx, Inc.
Stock Option Agreement
(CFO Inducement Grant)

Option Terms and Conditions

1. **Type of Stock Option**. If designated on the cover page as an Incentive Stock Option, the Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. However, notwithstanding such designation, the Option will qualify as an Incentive Stock Option under the Code only to the extent the $100,000 dollar limitation of Section 422(d) of the Code is not exceeded. If designated on the cover page as a Non-Qualified Stock Option, the Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Internal Revenue Code and will be interpreted accordingly.

2. **Vesting and Exercisability of Option**.

   (a) Scheduled Vesting. This Option will vest and become exercisable as to the number of Shares and on the dates specified in the Vesting and Exercise Schedule on the cover page to this Agreement, so long as your Service to the Company does not end. The Vesting and Exercise Schedule is cumulative, meaning that to the extent the Option has not already been exercised and has not expired or been terminated or cancelled, you or the person otherwise entitled to exercise the Option as provided in this Agreement may at any time purchase all or any portion of the Shares subject to the vested portion of the Option.

   (b) Accelerated Vesting. Notwithstanding Section 2(a), (i) this Option will vest and become exercisable in full upon a termination of your Service as a result of your death or Disability and shall remain exercisable for the period specified in Section 6(e) of the Plan, and (ii) if and to the extent this Option is continued, assumed or replaced in connection with a Change in Control, and if during the three months preceding or eighteen months after such Change in Control you experience an involuntary termination of Service for reasons other than Cause (as defined in your written employment agreement with the Company) (the "Employment Agreement") or you terminate your Service due to Constructive Discharge (as defined in the Employment Agreement), then this Option (or any replacement award) shall immediately vest and become exercisable in full and shall remain exercisable for one year following your termination of Service. In addition, vesting and exercisability of this Option may be accelerated during the term of the Option under the circumstances described in Sections 12(b) and 12(c) of the Plan, and at the discretion of the Committee in accordance with Section 3(b)(2) of the Plan.

3. **Expiration**. This Option will expire and will no longer be exercisable at 5:00 p.m. Central Time on the earliest of:

   (a) The expiration date specified on the cover page of this Agreement;

   (b) Upon your termination of Service for Cause;

   (c) Upon the expiration of any applicable period specified in Section 6(e) of the Plan or Section 2 of this Agreement during which this Option may be exercised after your termination of Service; or

   (d) The date (if any) fixed for termination or cancellation of this Option pursuant to Section 12 of the Plan.

4. **Service Requirement.** Except as otherwise provided in Section 6(e) of the Plan or Section 2 of this Agreement, this Option may be exercised only while you continue to provide Service to the Company or any Affiliate, and only if you have continuously provided such Service since the Grant Date of this Option.

5. **Exercise of Option**. Subject to Section 4, the vested and exercisable portion of this Option may be exercised in whole or in part at any time during the Option term by giving notice to Company via E*Trade using the method designated by the Company, and by providing for payment of the exercise price of the Shares being acquired and any related withholding taxes (if applicable). The election to exercise must include the number of Shares to be purchased, the method of payment of the aggregate exercise price and the directions for the delivery of the Shares to be acquired. If you are not the person exercising the Option, the person submitting the notice also must submit appropriate proof of his/her right to exercise the Option.

6. **Payment of Exercise Price**. When you submit your notice of exercise, you must include payment of the exercise price of the Shares being purchased through one or a combination of the following methods:

   (a) Cash (including personal check, cashier's check or money order);

   (b) By means of a broker-assisted cashless exercise in which you irrevocably instruct your broker to deliver proceeds of a sale of all or a portion of the Shares to be issued pursuant to the exercise to the Company in payment of the exercise price of such Shares; or

   (c) By delivery to the Company of Shares (by actual delivery or attestation of ownership in a form approved by the Company) already owned by you that are not subject to any security interest and that have an aggregate Fair Market Value on the date of exercise equal to the exercise price of the Shares being purchased; or

   (d) By authorizing the Company to retain, from the total number of Shares as to which the Option is being exercised, that number of Shares having a Fair Market Value on the date of exercise equal to the exercise price for the total number of Shares as to which the Option is being exercised.

   However, if the Committee determines, in any given circumstance, that payment of the exercise price with Shares or by authorizing the Company to retain Shares is undesirable for any reason, you will not be permitted to pay any portion of the exercise price in that manner.

7. **Taxes**.

   (a) If, and to the extent, that this is a Non-Qualified Stock Option, you may not exercise this Option in whole or in part unless you make arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the exercise of this Option. You hereby authorize the Company (or any Affiliate) to withhold from payroll or other amounts payable to you any sums required to satisfy such withholding tax obligations, and otherwise agree to satisfy such obligations in accordance with the provisions of Section 14 of the Plan. Unless otherwise determined by the Committee, you may satisfy such withholding tax obligations by delivering Shares you already own or by having the Company retain a portion of the Shares being acquired upon exercise of the Option, provided you notify the Company in advance of any exercise of your desire to pay withholding taxes in this manner. Delivery of Shares upon exercise of this Option is subject to the satisfaction of applicable withholding tax obligations.

(b) If this Option is designated as an Incentive Stock Option, and any Shares received pursuant to the exercise of any portion of this Option are sold within two years from the Grant Date or within one year from the effective date of exercise of this Option, or if certain other requirements of the Code are not satisfied, such Shares will be deemed under the Code not to have been acquired by you pursuant to an "incentive stock option" as defined in the Code. You agree to promptly notify the Company if you sell any Shares received upon the exercise of this Option within the time periods specified in the previous sentence. The Company shall not be liable to you if this Option for any reason is deemed not to be an "incentive stock option" within the meaning of the Code.

8. **Delivery of Shares.** As soon as practicable after the Company receives the notice of exercise and payment of the exercise price as provided above, and has determined that all other conditions to exercise, including satisfaction of withholding tax obligations and compliance with applicable laws as provided in Section 16(c) of the Plan, have been satisfied, it shall deliver to the person exercising the Option, in the name of such person, the Shares being purchased, as evidenced by issuance of a stock certificate or certificates, electronic delivery of such Shares to a brokerage account designated by such person, or book-entry registration of such Shares with the Company's transfer agent. The Company shall pay any original issue or transfer taxes with respect to the issue or transfer of the Shares and all fees and expenses incurred by it in connection therewith. All Shares so issued shall be fully paid and nonassessable.

9. **Transfer of Option**. During your lifetime, only you (or your guardian or legal representative in the event of legal incapacity) may exercise this Option except in the case of a transfer described below. You may not assign or transfer this Option except for a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted in accordance with Section 6(d) of the Plan, or, if this is a Non-Qualified Stock Option, (i) pursuant to a domestic relations order, or (ii) with the prior written approval of the Company, by gift to a "family member" as the term is defined under General Instruction A(5) to Form S-8 under the Securities Act. The Option held by any such transferee will continue to be subject to the same terms and conditions that were applicable to the Option immediately prior to its transfer and may be exercised by such transferee as and to the extent that the Option has become exercisable and has not terminated in accordance with the provisions of the Plan and this Agreement.

10. **No Stockholder Rights Before Exercise**. Neither you nor any permitted transferee of this Option will have any of the rights of a stockholder of the Company with respect to any Shares subject to this Option until a certificate evidencing such Shares has been issued, electronic delivery of such Shares has been made to your designated brokerage account, or an appropriate book entry in the Company's stock register has been made. No adjustments shall be made for dividends or other rights if the applicable record date occurs before your stock certificate has been issued, electronic delivery of your Shares has been made to your designated brokerage account, or an appropriate book entry in the Company's stock register has been made, except as otherwise described in the Plan.

11. **Governing Plan Document**. The provisions of the Plan governing awards granted thereunder shall also apply to this Option, and this Agreement and Option are subject to all the provisions of the Plan, and to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of this Agreement will govern.

12. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

13. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

14. **Other Agreements.** You agree that in connection with the exercise of this Option, you will execute such documents as may be necessary to become a party to any stockholder, voting or similar agreements as the Company may require.

15. **Restrictive Legends.** The Company may place a legend or legends on any certificate representing Shares issued upon the exercise of this Option summarizing transfer and other restrictions to which the Shares may be subject under applicable securities laws, other provisions of this Agreement, or other agreements contemplated by Section 14 of this Agreement. You agree that in order to ensure compliance with the restrictions referred to in this Agreement, the Company may issue appropriate "stop transfer" instructions to its transfer agent.

16. **Compensation Recovery Policy**. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Exchange Act, such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board of Directors of the Company or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy.

17. **Electronic Delivery and Acceptance**. The Company may deliver any documents related to this Option Award by electronic means and request your acceptance of this Agreement by electronic means. You hereby consent to receive all applicable documentation by electronic delivery and to participate in the Plan through an on-line (and/or voice activated) system established and maintained by the Company or the Company's third-party stock plan administrator.

By accepting this Agreement in a manner approved by the Company, you agree to all the terms and conditions described above and in the Plan document.

Exhibit 10.2

CVRx, Inc.
Restricted Stock Unit Agreement
(CFO Inducement Grant)

CVRx, Inc. (the "Company") hereby grants an Award of Restricted Stock Units ("RSUs") to you, the Participant named below. The terms and conditions of this Award are set forth in this Restricted Stock Unit Agreement (the "Agreement"), consisting of this cover page and the Terms and Conditions on the following pages. This RSU award is made and granted as a stand-alone award and is not granted under or pursuant to the Company's 2021 Equity Incentive Plan (as the same may be amended from time to time, the "Plan"). However, for convenience purposes, unless otherwise defined herein, any capitalized term that is not defined in this Agreement shall have the meaning set forth in the Plan. This RSU Award is an inducement material to the Participant's entry into employment within the meaning of Nasdaq Listing Rule 5635(c)(4).

Name of Participant: John Landry	
Number of Restricted Stock Units: 41,433	Grant Date: November 9, 2026
Vesting Schedule:	
Scheduled Vesting Dates	Number of Restricted Stock Units that Vest
Vests as to 25% of the shares on October 12, 2027 and each annual anniversary thereafter	

Mandatory Sell to Cover Withholding Taxes. You understand that as a condition to acceptance of this Award, to the fullest extent permitted under the Plan, Section 8 of the Terms and Conditions to this Restricted Stock Unit Agreement and applicable law, withholding taxes and other tax related items will be satisfied through the sale of a number of the Shares of Stock issued on the settlement of vested Restricted Stock Units and the remittance of the cash proceeds to the Company. The Company is authorized and directed by you to make payment from the cash proceeds of this sale directly to the appropriate taxing authorities in an amount equal to the taxes required to be withheld. The mandatory sale of Shares to cover withholding taxes and tax related items is imposed by the Company on you in connection with the receipt of this Award, and it is intended to comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and be interpreted to meet the requirements of Rule 10b5-1(c).

By evidencing your acceptance of this Agreement in a manner approved by the Company, you agree to all of the terms and conditions contained in this Agreement and in the Plan document. You acknowledge that you have received and reviewed these documents and that they set forth the entire agreement between you and the Company regarding this Award of Restricted Stock Units.

CVRx, Inc.:



By: Kevin Hykes
Title: President & Chief Executive Officer

CVRx, Inc.
Restricted Stock Unit Agreement
(CFO Inducement Grant)

Terms and Conditions

1. **Grant of Restricted Stock Units**. Each RSU represents the right to receive one Share of the Company's common stock.

2. **Restrictions Applicable to RSUs**. Neither this Award nor the RSUs subject to this Award may be sold, assigned, transferred, exchanged or encumbered, voluntarily or involuntarily, other than (i) a transfer upon your death in accordance with your will, by the laws of descent and distribution or pursuant to a beneficiary designation submitted in accordance with Section 6(d) of the Plan, (ii) pursuant to a domestic relations order, or (iii) with the prior written approval of the Company, by gift to a "family member" as the term is defined under General Instruction A(5) to Form S-8 under the Securities Act of 1933, as amended. Following any such transfer, this Award shall continue to be subject to the same terms and conditions that were applicable to this Award immediately prior to its transfer. Any attempted transfer in violation of this Section 2 shall be void and without effect. The RSUs and your right to receive Shares in settlement of the RSUs under this Agreement shall be subject to forfeiture as provided in Section 5 until satisfaction of the vesting conditions set forth in Section 4.

3. **No Stockholder Rights**. The RSUs subject to this Award do not entitle you to any rights of a holder of the Company's common stock. You will not have any of the rights of a stockholder of the Company in connection with the grant of RSUs subject to this Agreement unless and until Shares are issued to you upon settlement of the RSUs as provided in Section 6.

4. **Vesting of RSUs**. For purposes of this Agreement, "Vesting Date" means any date, including the Scheduled Vesting Dates specified in the Vesting Schedule on the cover page of this Agreement, on which RSUs subject to this Agreement vest as provided in this Section 4.

(a) Scheduled Vesting. If you remain a Service Provider continuously from the Grant Date specified on the cover page of this Agreement, then the RSUs will vest in the amounts and on the Scheduled Vesting Dates specified in the Vesting Schedule.

(b) Accelerated Vesting. The vesting of outstanding RSUs will be accelerated or continued under the circumstances provided below:

(1) *Death or Disability*. If your Service terminates prior to the final Scheduled Vesting Date due to your death or Disability, then all of your unvested RSUs shall vest in full as of such termination date.

(2) *Change in Control*.

(A) If and to the extent this Award is continued, assumed or replaced in connection with a Change in Control, and if during the three months preceding or eighteen months after such Change in Control you experience an involuntary termination of Service for reasons other than Cause (as defined in your written employment agreement with the Company) (the "Employment Agreement") or you terminate your Service due to Constructive Discharge (as defined in the Employment Agreement), then this Award (or any replacement award) shall immediately vest in full.

(B) Vesting of the RSUs may be accelerated under the circumstances described in Sections 12(b) and 12(c) of the Plan.

5. **Effect of Termination of Service**. Except as otherwise provided in accordance with Section 4(b) above, if you cease to be a Service Provider prior to a Scheduled Vesting Date, you will forfeit all unvested RSUs.

6. **Settlement of RSUs**. After any RSUs vest pursuant to Section 4, the Company shall, as soon as practicable (but no later than the 15th day of the third calendar month following the Vesting Date) and after the Company has determined that all other conditions to your receipt of Shares, including satisfaction of withholding tax obligations and compliance with applicable laws as provided in Section 16(c) of the Plan, have been satisfied, cause to be issued and delivered to you (or to your personal representative or your designated beneficiary or estate in the event of your death, as applicable) one Share in payment and settlement of each vested RSU. Delivery of the Shares shall be evidenced by issuance of a stock certificate or certificates, electronic delivery of such Shares to a brokerage account designated by you, or book-entry registration of such Shares with the Company's transfer agent, and shall be in complete satisfaction and settlement of such vested RSUs. The Company will pay any original issue or transfer taxes with respect to the issue and transfer of Shares to you pursuant to this Agreement, and all fees and expenses incurred by it in connection therewith. If the RSUs that vest include a fractional RSU, the Company shall round the number of vested RSUs to the nearest whole RSU prior to issuance of Shares as provided herein.

7. **Dividends and Dividend Equivalents**. The RSUs do not provide any dividends or dividend equivalents.

8. **Tax Consequences and Withholding**.

(a) No Shares will be delivered to you in settlement of vested RSUs unless you have made arrangements acceptable to the Company for payment of any federal, state, local or foreign withholding taxes that may be due as a result of the delivery of the Shares (the "Withholding Taxes"). Specifically, pursuant to the cover page and this Section 8, you hereby agree to a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "FINRA Dealer") as your agent (the "Agent") whereby the Agent is irrevocably authorized to sell a portion of the Shares to be issued on a Vesting Date necessary to satisfy the Withholding Taxes and whereby the FINRA Dealer will forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company. If, for any reason, such "same day sale" commitment pursuant to this Section 8 does not result in sufficient proceeds to satisfy the Withholding Taxes or would be prohibited by applicable law at the applicable time, you hereby authorize the Company to satisfy the obligations with regard to all Withholding Taxes by delivering Shares you already own or by having the Company retain a portion of the Shares being acquired upon vesting of RSUs, provided you notify the Company in advance of the settlement date of your desire to pay Withholding Taxes in this manner.

(b) By accepting this Award, you agree to the following "sell to cover" provisions:

(i) You hereby authorize the Agent to:

(A) Sell on the open market at the then prevailing market price(s), on your behalf, as soon as practicable on or after each Vesting Date on which Shares are issued to you, only the number (rounded up to the next whole number) of the Shares issued on the Vesting Date sufficient to generate proceeds to cover (I) the Withholding Taxes resulting exclusively from the issuance of such Shares and (II) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto; and

(B) Remit any remaining funds to you.

(ii) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares that must be sold pursuant to this Section 8.

(iii) You understand that the Agent may effect sales as provided in this Section 8 in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell Shares of Stock as provided by in this Section 8 due to (A) a legal or contractual restriction applicable to you or the Agent, (B) a market disruption, or (C) rules governing order execution priority on the national exchange where the Stock may be traded. In the event of the Agent's inability to sell Shares, you will continue to be responsible for the timely payment to the Company of all Withholding Taxes and any other federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in this Section 8.

(iv) You further acknowledge and agree as follows:

(A) You represent that you have reviewed with your own tax advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement and that you are relying solely on such advisors and not on any statements or representations of the Company, the FINRA Dealer or any of their respective agents.

(B) The instruction to the Agent to sell in connection with this Section 8 is intended to comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act, and is to be interpreted to comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act.

(C) You are not aware of any material, nonpublic information with respect to the Company or any securities of the Company as of the date of this Agreement.

(D) You hereby appoint the Company has your attorney-in-fact to instruct the Agent with respect to the number of Shares to be sold under the sell-to-cover contemplated in this Section 8.

9. **No Right to Continued Service**. This Agreement does not give you a right to continued Service with the Company or any Affiliate, and the Company or any such Affiliate may terminate your Service at any time and otherwise deal with you without regard to the effect it may have upon you under this Agreement.

10. **Governing Plan Document**. The provisions of the Plan governing awards granted thereunder shall also apply to this Award, and this Agreement and the RSUs are subject to all interpretations, rules and regulations which may, from time to time, be adopted and promulgated by the Committee pursuant to the Plan. If there is any conflict between the provisions of this Agreement and the Plan, the provisions of this Agreement will govern.

11. **Choice of Law**. This Agreement will be interpreted and enforced under the laws of the state of Delaware (without regard to its conflicts or choice of law principles).

12. **Severability**. The provisions of this Agreement shall be severable and if any provision of this Agreement is found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nevertheless be enforceable and binding on the parties. You also agree that any trier of fact may modify any invalid, overbroad or unenforceable provision of this Agreement so that such provision, as modified, is valid and enforceable under applicable law.

13. **Binding Effect**. This Agreement will be binding in all respects on your heirs, representatives, successors and assigns, and on the successors and assigns of the Company.

14. **Section 409A of the Code**. The award of RSUs as provided in this Agreement and any issuance of Shares or payment pursuant to this Agreement are intended to be exempt from Code Section 409A under the short-term deferral exception specified in Treas. Reg. § 1.409A-l(b)(4).

15. **Compensation Recovery Policy**. This Award, the RSUs, Shares issued in settlement under this Award, and any other compensation associated therewith is subject to forfeiture, recovery by the Company or other action pursuant to any compensation recovery policy adopted by the Board or any Committee thereof any time. This Agreement will be automatically amended by the Committee to comply with any such compensation recovery policy.

16. **Electronic Delivery and Acceptance**. The Company may deliver any documents related to this Award by electronic means and request your acceptance of this Agreement by electronic means. You hereby consent to receive all applicable documentation by electronic delivery and to participate in the Plan through an on-line (and/or voice activated) system established and maintained by the Company or the Company's third-party stock plan administrator.

By accepting this Agreement in a manner approved by the Company, you agree to all the terms and conditions described above and in the Plan document.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We have issued our report dated February 13, 2026, with respect to the consolidated financial statements of CVRx, Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2025, which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned report in this Registration Statement.

/s/ Grant Thornton LLP

Minneapolis, Minnesota
November 5, 2026

Exhibit 24.1

POWER OF ATTORNEY

We, the undersigned officers and directors of CVRx, Inc., hereby severally constitute and appoint Kevin Hykes and Jared Oasheim, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to one or more registration statements on Form S-8 or any other appropriate form, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission to register such number of shares of the Company's common stock to be offered pursuant to the following agreements:

Agreement	Shares
Stock Option Agreement (CFO Inducement Grant)	186,447 shares
Restricted Stock Unit Agreement (CFO Inducement Grant)	41,433 shares

We hereby grant unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

/s/ Kevin Ballinger — Date: November 2, 2026
Kevin Ballinger

/s/ Michael Dale — Date: November 2, 2026
Michael Dale

/s/ Mitch Hill — Date: November 2, 2026
Mitch Hill

/s/ Mudit Jain — Date: November 3, 2026
Mudit Jain

/s/ Kirk Nielsen — Date: November 3, 2026
Kirk Nielsen

/s/ Martha Shadan — Date: November 3, 2026
Martha Shadan

/s/ Joseph Slattery — Date: November 2, 2026
Joseph Slattery

Calculation of Filing Fee Tables

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CVRx, Inc.

Table 1: Newly Registered Securities

	Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
1	Equity	Common Stock, par value $0.01 per share	Other	227,880	$ 1.40	$ 319,032.00	0.000087	$ 27.76
				Total Offering Amounts:		$ 319,032.00		$ 27.76
				Total Fee Offsets:				$ 0.00
				Net Fee Due:				$ 27.76

Offering Note

1

Amount registered represents shares of Common Stock issuable upon the exercise of the 186,447 stock options and the settlement of 41,433 restricted stock units that will be granted to John Landry in connection with his appointment as the Registrant's Chief Financial Officer under Rule 5635(c)(4) of the Nasdaq listing rules.

Proposed maximum offering price per unit estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(c) and Rule 457(h) of the Securities Act. The proposed maximum offering price per unit is calculated on the basis of $1.40, the average of the high and low price of the registrant's common stock on November 2, 2026, as reported on the Nasdaq Stock Market, which is within five business days prior to filing this Registration Statement.

Table 2: Fee Offset Claims and Sources ☑Not Applicable

	Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
					Rule 457(p)						
Fee Offset Claims											
Fee Offset Sources											