As filed with the Securities and Exchange Commission on September 22, 2017.

Registration No. 333-220303

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

AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Restoration Robotics, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	3841	06-1681204
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

128 Baytech Drive
San Jose, CA 95134
(408) 883-6888
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Ryan Rhodes
President and Chief Executive Officer
Restoration Robotics, Inc.
128 Baytech Drive
San Jose, CA 95134
(408) 883-6888
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Brian J. Cuneo, Esq.
B. Shayne Kennedy, Esq.
Latham & Watkins LLP
140 Scott Drive
Menlo Park, CA 94025
Telephone: (650) 328-4600
Facsimile: (650) 463-2600

John D. Hogoboom, Esq.
Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 262-6700
Facsimile: (212) 262-7402

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting 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	☒ (Do not check if a smaller reporting company)	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 to Section 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 2 to the Registration Statement on Form S-1 (Registration No. 333-220303) of Restoration Robotics, Inc. is being filed solely to include Exhibits 1.1 and 5.1 and to re-file Exhibits 10.7, 10.8 and 10.9 to the Registration Statement as indicated in Item 16 of Part II of this Amendment. Accordingly, Part I, the form of prospectus, has been omitted from this filing.

PART II

Information Not Required in Prospectus

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses, other than the underwriting discount, payable by the registrant in connection with the sale of Common Stock being registered. All amounts are estimates except for the Securities and Exchange Commission, or SEC, registration fee, the FINRA filing fee and The NASDAQ Global Market listing fee.

Item	Amount to be paid
SEC registration fee	$ 3,749
FINRA filing fee	5,352
The NASDAQ Global Market Listing fee	125,000
Printing and engraving expenses	366,000
Legal fees and expenses	1,550,000
Accounting fees and expenses	570,000
Blue Sky, qualification fees and expenses	10,000
Transfer Agent fees and expenses	5,000
Miscellaneous expenses	64,899
Total	$ 2,700,000

Item 14. Indemnification of Directors and Officers.

As permitted by Section 102 of the Delaware General Corporation Law, we have adopted provisions in our amended and restated certificate of incorporation and bylaws that limit or eliminate the personal liability of our directors for a breach of their fiduciary duty of care as a director. The duty of care generally requires that, when acting on behalf of the corporation, directors exercise an informed business judgment based on all material information reasonably available to them. Consequently, a director will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission. Our amended and restated certificate of incorporation also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law.

As permitted by Section 145 of the Delaware General Corporation Law, our amended and restated bylaws provide that:

- we may indemnify our directors, officers, and employees to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions;

- we may advance expenses to our directors, officers and employees in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions; and
- the rights provided in our amended and restated bylaws are not exclusive.

Our amended and restated certificate of incorporation, attached as Exhibit 3.2 hereto, and our amended and restated bylaws, attached as Exhibit 3.4 hereto, provide for the indemnification provisions described above and elsewhere herein. We have entered into and intend to continue to enter into separate indemnification agreements with our directors and officers which may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements generally require us, among other things, to indemnify our officers and directors against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct. These indemnification agreements also generally require us to advance any expenses incurred by the directors or officers as a result of any proceeding against them as to which they could be indemnified. In addition, we have purchased a policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances. These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended, or the Securities Act.

The form of Underwriting Agreement, attached as Exhibit 1.1 hereto, provides for indemnification by the underwriters of us and our officers who sign this Registration Statement and directors for specified liabilities, including matters arising under the Securities Act.

Item 15. Recent Sales of Unregistered Securities.

The following list sets forth information as to all securities we have sold since January 1, 2014, which were not registered under the Securities Act.

1. Since January 30, 2014, we issued an aggregate of 9,632,702 shares of our Series C preferred stock at a price per share of $7.15 for aggregate proceeds to us of $68,874,427.05 million.
2. On August 27, 2014, we issued warrants to purchase an aggregate of 164,502 shares of our Series C preferred stock to National Securities Corporation and their affiliates at a per share exercise price of $7.15.
3. In connection with our entrance into the term loan with Oxford Finance LLC, or Oxford, on May 19, 2015, we issued warrants to purchase an aggregate of 110,486 shares of our Series C preferred stock to Oxford at a per share exercise price of $7.15.
4. In September 2017, we issued $5.0 million in aggregate principal amount of subordinated convertible notes that will convert into shares of our common stock upon the consummation of this offering.
5. We granted stock options and stock awards to employees, directors and consultants under our 2005 Stock Plan and 2015 Equity Incentive Plan, covering an aggregate of 2,281,193 shares of common stock, at a weighted-average average exercise price of $1.74 per share. Of these, options covering an aggregate of 557,095 shares were cancelled without being exercised .
6. We sold an aggregate of 116,789 shares of common stock to employees, directors and consultants for cash consideration in the aggregate amount of approximately $177,484.89 upon the exercise of stock options and stock awards.

We claimed exemption from registration under the Securities Act for the sale and issuance of securities in the transactions described in paragraphs (1)-(4) by virtue of Section 4(a)(2) and/or Regulation D promulgated thereunder as transactions not involving any public offering. All of the purchasers of unregistered securities for which we relied on Section 4(a)(2) and/or Regulation D represented that they were accredited investors as defined under the Securities Act. We claimed such exemption on the basis that (a) the purchasers in each case

represented that they intended to acquire the securities for investment only and not with a view to the distribution thereof and that they either received adequate information about the registrant or had access, through employment or other relationships, to such information and (b) appropriate legends were affixed to the stock certificates issued in such transactions.

We claimed exemption from registration under the Securities Act for the sales and issuances of securities in the transactions described in paragraphs (5) and (6) above under Section 4(a)(2) of the Securities Act in that such sales and issuances did not involve a public offering or under Rule 701 promulgated under the Securities Act, in that they were offered and sold either pursuant to written compensatory plans or pursuant to a written contract relating to compensation, as provided by Rule 701.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits. See the Exhibit Index attached to this Registration Statement, which is incorporated by reference herein.

(b) Financial Statement Schedules. Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings.

Insofar as indemnification for liabilities arising under the Securities Act 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 SEC such indemnification is against public policy as expressed in the Securities Act, 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 of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

1. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

2. For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus 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.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Form	Date	Number	Filed Herewith
1.1	Form of Underwriting Agreement.				X
3.1	Amended and Restated Certificate of Incorporation, as amended, currently in effect.	S-1	9-1-17	3.1	
3.2	Form of Amended and Restated Certificate of Incorporation, effecting a stock split, to be in effect prior to the effectiveness of this registration statement.	S-1/A	9-18-17	3.2	
3.3	Form of Amended and Restated Certificate of Incorporation, to be in effect at the time of consummation of this offering.	S-1/A	9-18-17	3.3	
3.4	Bylaws, currently in effect.	S-1	9-1-17	3.4	
3.5	Form of Amended and Restated Bylaws, to be in effect at the time of consummation of this offering.	S-1/A	9-18-17	3.5	
4.1	Reference is made to Exhibits 3.1 through 3.5.				
4.2	Form of Common Stock Certificate.	S-1/A	9-18-17	4.2	
5.1	Opinion of Latham & Watkins LLP.				X
10.1	Manufacturing Agreement for Systems, dated March 1, 2016, by and between Evolve Manufacturing Technologies Inc. and the Company.	S-1	9-1-17	10.1	
10.2	Manufacturing Agreement for Consumables, dated April 1, 2016, by and between Evolve Manufacturing Technologies Inc. and the Company.	S-1	9-1-17	10.2	
10.3	Component Pricing Agreement, dated August 1, 2016, by and between Evolve Manufacturing Technologies Inc. and the Company.	S-1	9-1-17	10.3	
10.4	First Amendment to Component Pricing Agreement, dated August 30, 2017, by and between Evolve Manufacturing Technologies Inc. and the Company.	S-1	9-1-17	10.4	
10.5	Lease Agreement, dated April 16, 2012, by and between Legacy Partners I San Jose, LLC and the Company.	S-1	9-1-17	10.5	
10.6	First Amendment to Lease Agreement, dated April 27, 2016, by and between G&I VIII Baytech LP and the Company and Tenant Estoppel Certificate, dated March 30, 2017, acknowledging Bridge III CA Alviso Tech Park, LLC as successor-in-interest to Landlord thereto.	S-1	9-1-17	10.6	
10.7†	License Agreement, dated July 25, 2006 by and between the Company, James A. Harris, M.D. and HSC Development LLC.				X
10.8†	First Amendment to License Agreement, dated January 5, 2009, by and between the Company, James A. Harris, M.D. and HSC Development LLC.				X
10.9†	Second Amendment to License Agreement, dated February 23, 2015, by and between the Company, James A. Harris, M.D. and HSC Development LLC.				X

Exhibit Number	Exhibit Description	Form	Date	Number	Filed Herewith
10.10	Amended and Restated Investors' Rights Agreement, dated February 7, 2013, by and among the Company and the investors listed therein, as amended.	S-1	9-1-17	10.10	
10.11	Form of Warrant to Purchase Stock dated August 27, 2014, issued to National Securities Corporation.	S-1	9-1-17	10.11	
10.12	Loan and Security Agreement, dated May 19, 2015, by and between the Company and Oxford Finance LLC.	S-1	9-1-17	10.12	
10.13	First Amendment to Loan and Security Agreement, dated September 15, 2015, by and between Oxford Finance LLC and the Company.	S-1	9-1-17	10.13	
10.14	Secured Promissory Note, dated May 19, 2015, by and between Oxford Finance LLC and the Company to purchase 276,224 shares of Series C Preferred Stock.	S-1	9-1-17	10.14	
10.15	Secured Promissory Note, dated May 19, 2015, by and between Oxford Finance LLC and the Company to purchase 220,979 shares of Series C Preferred Stock.	S-1	9-1-17	10.15	
10.16	Secured Promissory Note, dated May 19, 2015, by and between Oxford Finance LLC and the Company to purchase 220,979 shares of Series C Preferred Stock.	S-1	9-1-17	10.16	
10.17	Secured Promissory Note, dated May 19, 2015, by and between Oxford Finance LLC and the Company to purchase 220,979 shares of Series C Preferred Stock.	S-1	9-1-17	10.17	
10.18	Secured Promissory Note, dated May 19, 2015, by and between Oxford Finance LLC and the Company to purchase 165,734 shares of Series C Preferred Stock.	S-1	9-1-17	10.18	
10.19#	2005 Stock Plan.	S-1	9-1-17	10.19	
10.20#	Form of Notice of Stock Option Grant and Stock Option Agreement under 2005 Stock Plan.	S-1	9-1-17	10.20	
10.21#	Form of Notice of Stock Option Grant and Stock Option Agreement to International Optionees under 2005 Stock Plan.	S-1	9-1-17	10.21	
10.22#	2015 Equity Incentive Plan.	S-1	9-1-17	10.22	
10.23#	Form of Stock Option Grant Notice and Stock Option Agreement under 2015 Equity Incentive Plan.	S-1	9-1-17	10.23	
10.24#	Form of Stock Purchase Right Grant Notice and Restricted Stock Purchase Agreement under 2015 Equity Incentive Plan.	S-1	9-1-17	10.24	
10.25#	2017 Equity Incentive Award Plan.	S-1/A	9-18-17	10.25	
10.26#	Form of Stock Option Grant Notice and Stock Option Agreement under the 2017 Incentive Award Plan.	S-1/A	9-18-17	10.26	
10.27#	Form of Restricted Stock Award Grant Notice and Restricted Stock Award Agreement under the 2017 Incentive Award Plan.	S-1/A	9-18-17	10.27	
10.28#	Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement under the 2017 Incentive Award Plan.	S-1/A	9-18-17	10.28	

Exhibit Number	Exhibit Description	Form	Date	Number	Filed Herewith
10.29#	Employee Stock Purchase Plan.	S-1/A	9-18-17	10.29	
10.30#	Employment Agreement, dated September 21, 2016, by and between Ryan Rhodes and the Company.	S-1	9-1-17	10.30	
10.31#	Employment Letter Agreement, dated November 29, 2011, by and between Charlotte Holland and the Company.	S-1	9-1-17	10.31	
10.32#	Employment Letter Agreement, dated September 4, 2008, by and between Gabriele Zingaretti and the Company.	S-1	9-1-17	10.32	
10.33#	Transition and Separation Agreement, dated April 1, 2016, by and between James W. McCollum and the Company.	S-1	9-1-17	10.33	
10.34#	Separation Letter Agreement, dated August, 3, 2016, by and between Lisa Edone and the Company.	S-1	9-1-17	10.34	
10.35#	Non-Employee Director Compensation Program.	S-1/A	9-18-17	10.35	
10.36#	Form of Indemnification Agreement for directors and officers.	S-1/A	9-18-17	10.36	
21.1	List of Subsidiaries.	S-1	9-1-17	21.1	
23.1	Consent of Grant Thornton LLP, independent registered public accounting firm.	S-1/A	9-18-17	23.1	
23.2	Consent of Latham & Watkins LLP (included in Exhibit 5.1).				X
24.1	Power of Attorney.	S-1	9-1-17	24.1	

# Indicates management contract or compensatory plan.

† Portions of this exhibit (indicated by asterisks) are omitted pursuant to a request for confidential treatment that has been filed separately with the Securities and Exchange Commission.

Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement on Form S-1/A to be signed on its behalf by the undersigned, thereunto duly authorized, in San Jose, California on September 22, 2017.

Restoration Robotics, Inc.

By: /s/ Ryan Rhodes
Ryan Rhodes
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Ryan Rhodes Ryan Rhodes	President, Chief Executive Officer and Director *(Principal Executive Officer)*	September 22, 2017
/s/ Charlotte Holland Charlotte Holland	Chief Financial Officer *(Principal Financial and Accounting Officer)*	September 22, 2017
* Frederic Moll, M.D.	Chairman and Director	September 22, 2017
* Jeffrey Bird, M.D., Ph.D.	Director	September 22, 2017
* Gil Kliman, M.D.	Director	September 22, 2017
* Emmett Cunningham, Jr., M.D., Ph.D.	Director	September 22, 2017
* Craig Taylor	Director	September 22, 2017
* Shelley Thunen	Director	September 22, 2017

*By: /s/ Charlotte Holland
Charlotte Holland
Attorney-in-Fact

September 22, 2017

Exhibit 1.1

RESTORATION ROBOTICS, INC.

UNDERWRITING AGREEMENT

Shares of Common Stock

, 2017

National Securities Corporation
As Representative of the several Underwriters
Named in Schedule I hereto

c/o National Securities Corporation
200 Vesey Street, 25th Floor
New York, New York 10281

Ladies and Gentlemen:

Restoration Robotics, Inc., a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the underwriters named in **Schedule I** hereto (the "Underwriters," or each, an "Underwriter"), for whom National Securities Corporation is acting as the representative (the "Representative"), an aggregate of authorized but unissued shares (the "Firm Shares") of common stock, par value $0.0001 per share (the "Common Stock"), of the Company. The Company also proposes to sell to the Underwriters, upon the terms and conditions set forth in Section 4 hereof, up to an additional shares of Common Stock (the "Option Shares"). The Firm Shares and the Option Shares are hereinafter collectively referred to as the "Shares"

The Company and the several Underwriters hereby confirm their agreement as follows:

1. Registration Statement and Prospectus.

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") a registration statement covering the Shares on Form S-1 (File No. 333-220303) under the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations (the "Rules and Regulations") of the Commission thereunder, and such amendments to such registration statement (including post effective amendments) as may have been required to the date of this Agreement. Such registration statement, as amended (including any post effective amendments), has been declared effective by the Commission. Such registration statement, including amendments thereto (including post effective amendments thereto) at the time of effectiveness thereof (the "Effective Time"), the exhibits and any schedules thereto at the Effective Time or thereafter during the period of effectiveness and the documents and information otherwise deemed to be a part thereof or included therein by the Securities Act or otherwise pursuant to the Rules and Regulations at the Effective Time or thereafter during the period of effectiveness, is herein called the "Registration Statement." If the Company has filed

or files an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the "Rule 462 Registration Statement"), then any reference herein to the term Registration Statement shall include such Rule 462 Registration Statement. Any preliminary prospectus included in the Registration Statement or filed with the Commission pursuant to Rule 424(a) under the Securities Act is hereinafter called a "Preliminary Prospectus." The Preliminary Prospectus relating to the Shares that was included in the Registration Statement immediately prior to the pricing of the offering contemplated hereby is hereinafter called the "Pricing Prospectus."

The Company is filing with the Commission pursuant to Rule 424 under the Securities Act a final prospectus covering the Shares, which includes the information permitted to be omitted therefrom at the Effective Time by Rule 430A under the Securities Act. Such final prospectus, as so filed, is hereinafter called the "Final Prospectus." The Final Prospectus, the Pricing Prospectus and any preliminary prospectus in the form in which they were included in the Registration Statement or filed with the Commission pursuant to Rule 424 under the Securities Act is hereinafter called a "Prospectus."

2. Representations and Warranties of the Company Regarding the Offering.

(a) The Company represents and warrants to, and agrees with, the several Underwriters, as of the date hereof, as of the Closing Date (as defined in Section 4(d) below) and as of each Option Closing Date (as defined in Section 4(b) below), as follows:

(i) **No Material Misstatements or Omissions**. At the Effective Time, at the date hereof, at the Closing Date, and at each Option Closing Date, if any, the Registration Statement and any post-effective amendment thereto complied or will comply in all material respects with the requirements of the Securities Act and the Rules and Regulations and did not, does not, and will not, as the case may be, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Time of Sale Disclosure Package (as defined in Section 2(a)(v)(A)(1) below) as of (Eastern time) (the "Applicable Time") on the date hereof, at the Closing Date and on each Option Closing Date, if any, and the Final Prospectus, as amended or supplemented, as of its date, at the time of filing pursuant to Rule 424(b) under the Securities Act, at the Closing Date and at each Option Closing Date, if any, and any individual Written Testing-the-Waters Communication, when considered together with the Time of Sale Disclosure Package, did not, does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties set forth in the two immediately preceding sentences shall not apply to statements in or omissions from the Registration Statement, the Time of Sale Disclosure Package or any Prospectus in reliance upon, and in conformity with, the Underwriter Information (as defined in Section 7(f)). The Registration Statement contains all exhibits and schedules required to be filed by the Securities Act or the Rules and Regulations. No order preventing or suspending the effectiveness or use of the Registration Statement or any Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are contemplated or threatened by the Commission.

(ii) **Marketing Materials**. The Company has not distributed any prospectus or other offering material in connection with the offering and sale of the Shares other than the Time of Sale Disclosure Package and the roadshow or investor presentations delivered to and approved by the Representative for use in connection with the marketing of the offering of the Shares (the "Marketing Materials").

(iii) **Emerging Growth Company**. From the time of the initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication (as defined below)) through the date hereof, the Company has been an "emerging growth company," as defined in Section 2(a) of the Securities Act (an "Emerging Growth Company").

(iv) **Testing-the-Waters Communications.** The Company (i) has not alone engaged in any Testing-the-Waters Communication without the prior consent of the Representative and (ii) has not authorized anyone, other than the Underwriters, to engage in Testing-the-Waters Communications. The Company has not distributed any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act ("Written Testing-the-Waters Communications"), other than those previously provided to the Representative and listed on **Schedule IV** hereto. "Testing-the-Waters Communication" means any oral or written communication with potential investors undertaken in reliance on Section 5(d) of the Securities Act. The Company has filed publicly on the Electronic Data Gathering, Analysis, and Retrieval system ("EDGAR") at least 15 calendar days prior to any "road show" (as defined in Rule 433 und the Securities Act), any confidentially submitted registration statement and registration statement amendments relating to the offer and sale of Shares. Each Written Testing-the-Waters Communications when taken together with the Time of Sale Disclosure Package, did not, as of the Applicable Time, include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus.

(v) **Accurate Disclosure**. (A) The Company has provided a copy to the Underwriters of each Issuer Free Writing Prospectus (as defined below) used in the sale of Shares. The Company has filed all Issuer Free Writing Prospectuses required to be so filed with the Commission, and no order preventing or suspending the effectiveness or use of any Issuer Free Writing Prospectus is in effect and no proceedings for such purpose have been instituted or are pending, or, to the knowledge of the Company, are contemplated or threatened by the Commission. When taken together with the rest of the Time of Sale Disclosure Package or the Final Prospectus, no Issuer Free Writing Prospectus, as of its issue date and at all subsequent times though the completion of the public offer and sale of Shares, has, does or will include (1) any untrue statement of a material fact or omission to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or (2) information that conflicted, conflicts or will conflict with the

information contained in the Registration Statement or the Final Prospectus. The representations and warranties set forth in the immediately preceding sentence shall not apply to statements in or omissions from the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus in reliance upon, and in conformity with, the Underwriter Information. As used in this paragraph and elsewhere in this Agreement:

(1) "Time of Sale Disclosure Package" means the Pricing Prospectus, each Issuer Free Writing Prospectus, and the description of the transaction provided by the Underwriters included on **Schedule II**.

(2) "Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 under the Securities Act, relating to the Shares that (A) is required to be filed with the Commission by the Company, or (B) is exempt from filing pursuant to Rule 433(d)(5)(i) or (d)(8) under the Securities Act, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g) under the Securities Act.

(B) At the time of filing of the Registration Statement and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405 under the Securities Act or an "excluded issuer" as defined in Rule 164 under the Securities Act.

(C) Each Issuer Free Writing Prospectus listed on **Schedule III** satisfied, as of its issue date and at all subsequent times through the Prospectus Delivery Period (as defined below), all other conditions as may be applicable to its use as set forth in Rules 164 and 433 under the Securities Act, including any legend, record-keeping or other requirements.

(vi) **Financial Statements**. The financial statements of the Company, together with the related notes and schedules, included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Commission thereunder, and present fairly in all material respects the financial condition of the Company as of the dates indicated and the results of operations and changes in cash flows for the periods therein specified in conformity with U.S. generally accepted accounting principles ("GAAP") consistently applied throughout the periods involved. No other financial statements or schedules are required under the Securities Act, the Exchange Act, or the Rules and Regulations to be included in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus.

(vii) **Independent Accountants.** To the Company's knowledge, Grant Thornton LLP, which has expressed its opinion with respect to the financial statements and schedules, if any, included as a part of the Registration Statement and included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, is an independent registered public accounting firm with respect to the Company within the meaning of the Securities Act and the Rules and Regulations.

(viii) **Accounting and Disclosure Controls.** The Company, on a consolidated basis with its subsidiaries, maintains a system of "internal control over financial reporting" (as defined under Rules 13a-15 and 15d-15 under the Exchange Act) that has been designed by, or under the supervision of, the Company's principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the date of the latest audited financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

The Company maintains disclosure controls and procedures that have been designed to ensure that material information relating to the Company and any subsidiaries is made known to the Company's principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective.

(ix) **Forward-Looking Statements**. The Company had a reasonable basis for, and made in good faith, each "forward-looking statement" (within the meaning of Section 27A of the Securities Act or Section 21E of the Exchange Act) contained in the Registration Statement, the Time of Sale Disclosure Package, the Final Prospectus or the Marketing Materials.

(x) **Statistical and Marketing-Related Data**. All statistical or market-related data included in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, or included in the Marketing Materials, are based on or derived from sources that the Company reasonably believes to be reliable and accurate, and, to the extent required, the Company has obtained the necessary consent to the use of such data from such sources.

(xi) **Trading Market**. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and has been approved for listing on the Nasdaq Global Market ("Nasdaq"), subject to official notice of issuance. The Company has taken all actions it deems reasonably necessary to take on or prior to the date of this Agreement to assure that it will be in compliance in all material respects with all applicable corporate governance requirements set forth in the Nasdaq rules that are then in effect, subject to applicable phase-in provisions.

(xii) **Absence of Manipulation**. Except for the grant to the Underwriters of the right to purchase the Option Shares, the Company has not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(xiii) **Investment Company Act**. The Company is not and, after giving effect to the offering and sale of the Shares and the application of the net proceeds thereof, will not be an "investment company," as such term is defined in the Investment Company Act of 1940, as amended.

3. Representations and Warranties Regarding the Company.

(a) The Company represents and warrants to, and agrees with, the several Underwriters, as of the date hereof and as of the Closing Date and as of each Option Closing Date, as follows:

(i) **Good Standing**. Each of the Company and its subsidiaries has been duly organized and is validly existing as a corporation or other entity in good standing under the laws of its jurisdiction of incorporation or organization. Each of the Company and its subsidiaries has the power and authority (corporate or otherwise) to own its properties and conduct its business as currently being carried on and as described in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation or other entity in good standing in each jurisdiction in which it owns or leases real property or in which the conduct of its business makes such qualification necessary, except where the failure to so qualify would not have or be reasonably likely to result in a material adverse effect upon the business, prospects, properties, operations, condition (financial or otherwise) or results of operations of the Company and its subsidiaries, taken as a whole, or in its ability to perform its obligations under this Agreement ("Material Adverse Effect").

(ii) **Authorization**. The Company has the power and authority to enter into this Agreement and to authorize, issue and sell the Shares as contemplated by this Agreement. This Agreement has been duly authorized by the Company, and when executed and delivered by the Company, will constitute the valid, legal and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as rights to indemnity hereunder may be limited by federal or state securities laws and except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the rights of creditors generally and subject to general principles of equity.

(iii) **Contracts**. The execution, delivery and performance of this Agreement and the issuance of the Shares contemplated herein will not (A) result in a breach or violation of any of the terms and provisions of, or constitute a default under, any law, order, rule or regulation to which the Company or any subsidiary is subject, or by which any property or asset of the Company or any subsidiary is bound or affected, (B) conflict with, result in any violation or breach of, or constitute a default (or an event

that with notice or lapse of time or both would become a default) under, or give to others any right of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) (a "Default Acceleration Event") of, any agreement, lease, credit facility, debt, note, bond, mortgage, indenture or other instrument (the "Contracts") or obligation or other understanding to which the Company or any subsidiary is a party or by which any property or asset of the Company or any subsidiary is bound or affected, or (C) result in a breach or violation of any of the terms and provisions of, or constitute a default under, the Company's charter or by-laws, except in the cases of clauses (A) and (B) only, to the extent that such breach, violation, conflict, default, or Default Acceleration Event not reasonably likely to result in a Material Adverse Effect.

(iv) **No Violations**. Neither the Company nor any of its subsidiaries is (i) in violation of its charter or by-laws (or analogous governing instrument, as applicable), (ii) in default in any respect, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any Contract to which it is a party or by which it is bound or to which any of its property or assets is subject or (iii) in violation in any respect of any law, ordinance, governmental rule, regulation or court order, decree or judgment to which it or its property or assets may be subject except, in the case of clauses (ii) and (iii) above, for any such violation or default that would not, singularly or in the aggregate, have a Material Adverse Effect.

(v) **Consents**. No consents, approvals, orders, authorizations or filings are required on the part of the Company in connection with the execution, delivery or performance of this Agreement and the issue and sale of the Shares, except (A) the registration under the Securities Act of the Shares, which has been effected, (B) such consents, approvals, authorizations, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws and the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA") in connection with the purchase and distribution of the Shares by the several Underwriters, (C) such consents and approvals as have been obtained and are in full force and effect, and (D) such consents, approvals, orders, authorizations and filings the failure of which to make or obtain is not reasonably likely to result in a Material Adverse Effect.

(vi) **Capitalization**. The Company has an authorized capitalization as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. All of the issued and outstanding shares of capital stock of the Company are duly authorized and validly issued, fully paid and nonassessable, and have been issued in material compliance with all applicable securities laws, and conform to the description thereof in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. All of the issued shares of capital stock of each subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and, except as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims. Except as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus and for the issuances of options or restricted stock in the ordinary course of business, since the

respective dates as of which information is provided in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company has not entered into or granted any convertible or exchangeable securities, options, warrants, agreements, contracts or other rights in existence to purchase or acquire from the Company any shares of the capital stock of the Company. The Shares, when issued and paid for as provided herein, will be duly authorized and validly issued, fully paid and nonassessable, will be issued in compliance with all applicable securities laws, and will be free of preemptive, registration or similar rights-and will conform to the description of the capital stock of the Company contained in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus.

(vii) **Taxes**. Each of the Company and its subsidiaries has (a) filed all foreign, federal, state and local tax returns (as hereinafter defined) required to be filed with taxing authorities prior to the date hereof or has duly obtained extensions of time for the filing thereof and (b) paid all taxes (as hereinafter defined) shown as due and payable on such returns that were filed and has paid all taxes imposed on or assessed against the Company or such respective subsidiary, except in each case, as would not reasonably be expected to result in a Material Adverse Effect. The provisions for taxes payable, if any, shown on the financial statements included in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus are sufficient for all accrued and unpaid taxes, whether or not disputed, and for all periods to and including the dates of such consolidated financial statements. No material issues have been raised (and are currently pending) by any taxing authority in connection with any of the returns or taxes asserted as due from the Company or its subsidiaries, and no waivers of statutes of limitation with respect to the returns or collection of taxes have been given by or requested from the Company or its subsidiaries. The term "taxes" means all federal, state, local, foreign, and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments, or charges of any kind whatever, together with any interest and any penalties, additions to tax, or additional amounts with respect thereto. The term "returns" means all returns, declarations, reports, statements, and other documents required to be filed in respect to taxes.

(viii) **Material Change**. Except as set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, (a) neither the Company nor any of its subsidiaries has incurred any material liabilities or obligations, direct or contingent, or entered into any material transactions other than in the ordinary course of business, (b) the Company has not declared or paid any dividends or made any distribution of any kind with respect to its capital stock; (c) there has not been any change in the capital stock of the Company or any of its subsidiaries (other than a change in the number of outstanding shares of Common Stock due to the issuance of shares upon the exercise of outstanding options or warrants, upon the conversion of outstanding shares of preferred stock or other convertible securities or the issuance of restricted stock awards or restricted stock units under the Company's existing stock awards plan, or any new grants thereof in the ordinary course of business), (d) there has not been any material change in the Company's long-term or short-term debt, and (e) there has not been the occurrence of any Material Adverse Effect.

(ix) **Absence of Proceedings**. There is not pending or, to the knowledge of the Company, threatened, any action, suit or proceeding to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject before or by any court or governmental agency, authority or body, or any arbitrator or mediator (each, a "Governmental Authority") which is reasonably likely to result in a Material Adverse Effect

(x) **Permits**. The Company and each of its subsidiaries holds, and is in compliance with, all franchises, grants, authorizations, licenses, permits, easements, consents, certificates and orders ("Permits") of any Government Authority required for the conduct of its business as currently conducted as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, and all such Permits are in full force and effect, in each case except where the failure to hold, or comply with, any of them is not reasonably likely to result in a Material Adverse Effect or adversely affect the consummation of the transactions contemplated by this Agreement.

(xi) **Good Title**. The Company and each of its subsidiaries have good and marketable title to all property (whether real or personal) described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus as being owned by them that are material to the business of the Company, in each case free and clear of all liens, claims, security interests, other encumbrances or defects, except those that are disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus and those that are not reasonably likely to result in a Material Adverse Effect. The property held under lease by the Company and its subsidiaries is held by them under valid, subsisting and enforceable leases with only such exceptions with respect to any particular lease as do not interfere in any material respect with the conduct of the business of the Company and its subsidiaries.

(xii) **Intellectual Property**. The Company and each of its subsidiaries owns or possesses or has valid right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, inventions, trade secrets and similar rights ("Intellectual Property") necessary for the conduct of the business of the Company and its subsidiaries as currently conducted as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. To the knowledge of the Company, no action or use by the Company or any of its subsidiaries involves or gives rise to any infringement of, or license or similar fees for, any Intellectual Property of others, except where such action, use, license or fee is not reasonably likely to result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice alleging any such infringement or fee. To the Company's knowledge, none of the technology employed by the Company or any subsidiary has been obtained or is being used by the Company or such subsidiary in violation of any contractual obligation binding on the Company or

such subsidiary or, to the Company's knowledge, any of the officers, directors or employees of the Company or any subsidiary, or, to the Company's knowledge, otherwise in violation of the rights of any persons, except in each case for such violations as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(xiii) **Employment Matters**. There is (A) no unfair labor practice complaint pending against the Company, or any of its subsidiaries, nor to the Company's knowledge, threatened against it or any of its subsidiaries, before the National Labor Relations Board, any state or local labor relation board or any foreign labor relations board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending against the Company or any of its subsidiaries, or, to the Company's knowledge, threatened against it and (B) no labor disturbance by the employees of the Company or any of its subsidiaries exists or, to the Company's knowledge, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its or its subsidiaries, principal suppliers, manufacturers, customers or contractors, that could reasonably be expected, singularly or in the aggregate, to have a Material Adverse Effect. The Company is not aware that any key employee or significant group of employees of the Company or any subsidiary plans to terminate employment with the Company or any such subsidiary.

(xiv) **ERISA Compliance**. No "prohibited transaction" (as defined in Section 406 of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"), or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "Code")) or "accumulated funding deficiency" (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(b) of ERISA (other than events with respect to which the thirty (30)-day notice requirement under Section 4043 of ERISA has been waived) has occurred or could reasonably be expected to occur with respect to any employee benefit plan of the Company or any of its subsidiaries which would reasonably be expected to, singularly or in the aggregate, have a Material Adverse Effect. Each employee benefit plan of the Company or any of its subsidiaries is in compliance in all material respects with applicable law, including ERISA and the Code. The Company and its subsidiaries have not incurred and could not reasonably be expected to incur liability under Title IV of ERISA with respect to the termination of, or withdrawal from, any pension plan (as defined in ERISA). Each pension plan for which the Company or any of its subsidiaries would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified, and, to the Company's knowledge, nothing has occurred, whether by action or by failure to act, which could, singularly or in the aggregate, cause the loss of such qualification.

(xv) **Environmental Matters**. The Company and its subsidiaries are in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of hazardous or toxic substances or waste and protection of health and safety or the environment which are applicable to their businesses ("Environmental Laws"), except where the failure to comply has not had and would not reasonably be expected to have, singularly or in the aggregate, a Material

Adverse Effect. There has been no storage, generation, transportation, handling, treatment, disposal, discharge, emission, or other release of any kind of toxic or other wastes or other hazardous substances by, due to, or caused by the Company or any of its subsidiaries (or, to the Company's knowledge, any other entity for whose acts or omissions the Company or any of its subsidiaries is or may otherwise be liable) upon any of the property now or previously owned or leased by the Company or any of its subsidiaries, or upon any other property, in violation of any law, statute, ordinance, rule, regulation, order, judgment, decree or permit or which would, under any law, statute, ordinance, rule (including rule of common law), regulation, order, judgment, decree or permit, give rise to any liability, except for any violation or liability which has not had and would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect; and there has been no disposal, discharge, emission or other release of any kind onto such property or into the environment surrounding such property of any toxic or other wastes or other hazardous substances with respect to which the Company or any of its subsidiaries has knowledge.

(xvi) **SOX Compliance**. The Company has taken all actions it deems reasonably necessary or advisable to take on or prior to the date of this Agreement to assure that, upon and at all times after the effectiveness of the Registration Statement, it will be in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof. (the "Sarbanes-Oxley Act") that are then in effect.

(xvii) **Certain Regulatory Matters**. The nonclinical studies and clinical trials conducted by or on behalf of the Company and its subsidiaries that are described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus (the "Company Studies and Trials") were and, if still pending, are being, conducted in all material respects in accordance with experimental protocols, procedures and controls pursuant to, where applicable, accepted professional scientific standards; the descriptions of the results of the Company Studies and Trials contained in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus are accurate in all material respects; the Company has no knowledge of any other studies or clinical trials not described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, the results of which are inconsistent with or call in question the results described or referred to in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus; and the Company has not received any notices, communications or correspondence from the U.S. Food and Drug Administration (the "FDA") or any foreign, state or local governmental body exercising comparable authority requiring the termination, suspension or material modification of any Company Studies or Trials that termination, suspension or material modification would reasonably be expected to have a Material Adverse Effect. The Company has obtained (or caused to be obtained) informed consent by or on behalf of each human subject who participated in the Company Studies and Trials and all such clinical trials have been performed in compliance with generally accepted good clinical practices. Except as described in the Registration Statement, the Time of Sale Disclosure Package and the Prospectus, the Company (A) has not received any unresolved FDA Form 483, notice of observations, warning letter, untitled letter or other written correspondence from the FDA or any other

Governmental Authority alleging or asserting noncompliance with the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.); (B) is and has been in material compliance with applicable health care laws, including without limitation, the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 301 et seq.), the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Physician Payment Sunshine Act (42 U.S.C. § 1320a-7h), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, the exclusion laws, Social Security Act § 1128 (42 U.S.C. § 1320a-7), Medicare program laws (including Title XVIII of the Social Security Act), Medicaid programs laws (including Title XIX of the Social Security Act), and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Affordability Reconciliation Act of 2010, and the regulations promulgated pursuant to such laws, and comparable state laws, and all other local, state, federal, national, supranational and foreign laws relating to the regulation of the Company (collectively, "Health Care Laws"); (C) possesses all material licenses, certificates, registrations, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Health Care Laws and/or to carry on its businesses as currently conducted and as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus ("Authorizations") and such Authorizations are valid and in full force and effect and the Company is not in material violation of any term of any such Authorizations; (D) has not received written notice of any ongoing claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Authority or third party alleging that any product operation or activity is in material violation of any Health Care Laws or Authorizations; (E) has not received written notice that any Governmental Authority has taken, is taking or intends to take action to suspend, revoke or restrict any Authorizations; (F) has filed, obtained, maintained or submitted all material reports, schedules, statements, filings, registrations, documents, forms, notices, applications, records, claims, submissions and supplements or amendments thereto as required by any Health Care Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct on the date filed in all material respects (or were corrected or supplemented by a subsequent submission); (G) has not, either voluntarily or involuntarily, initiated, conducted, or issued or caused to be initiated, conducted or issued, any recall, market withdrawal or replacement, safety alert, "dear doctor" letter, or other notice or action relating to the alleged lack of safety or efficacy of any product or any alleged product defect or violation and, to the Company's knowledge, no third party has initiated or conducted any such notice or action; and (H) is not party to any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, or similar agreements, or have any reporting obligations pursuant to any such agreement, plan or correction or other remedial measure entered into with any Governmental Authority.

(xviii) **Money Laundering Laws**. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "Money Laundering Laws"); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(xix) **Foreign Corrupt Practices Act**. Neither the Company nor any of its subsidiaries, nor any director or officer of the Company or any subsidiary, nor, to the knowledge of the Company, any employee, representative, agent, affiliate of the Company or any of its subsidiaries or any other person acting on behalf of the Company or any of its subsidiaries, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the Company and, to the knowledge of the Company, its affiliates have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xx) **OFAC**. Neither the Company nor any of its subsidiaries nor any director or officer of the Company or any subsidiary, nor, to the knowledge of the Company, any employee, representative, agent or affiliate of the Company or any of its subsidiaries or any other person acting on behalf of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the offering of the Shares contemplated hereby, or lend, contribute or otherwise make available such proceeds to any person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(xxi) **Insurance**. The Company, on a consolidated basis with its subsidiaries, carries, or is covered by, insurance in such amounts and covering such risks as it believes is adequate for the conduct of its business as currently conducted as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, and the value of its properties.

(xxii) **Books and Records**. The minute books of the Company and each of its subsidiaries have been made available to the Underwriters and counsel for the Underwriters, and such books (i) contain a complete summary of all meetings and actions of the board of directors (including each board committee) and stockholders of the

Company (or analogous governing bodies and interest holders, as applicable), or ratifications thereof, and each of its subsidiaries for the period reviewed by counsel for the Underwriters, and (ii) accurately in all material respects reflect all transactions referred to in such minutes for such period.

(xxiii) **No Undisclosed Contracts**. There is no Contract or document required by the Securities Act or by the Rules and Regulations to be described in the Registration Statement, the Time of Sale Disclosure Package or in the Final Prospectus or filed as an exhibit to the Registration Statements which is not so described or filed therein as required; and all descriptions of any such Contracts or documents contained in the Registration Statement, the Time of Sale Disclosure Package and in the Final Prospectus are accurate and complete descriptions of such documents in all material respects. Other than as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, no such Contract has been suspended or terminated for convenience or default by the Company or any subsidiary party thereto or any of the other parties thereto, and neither the Company nor any of its subsidiaries has received notice, and the Company has no knowledge, of any such pending or threatened suspension or termination, except for such pending or threatened suspensions or terminations that have not had, and would not reasonably be expected to have, a Material Adverse Effect, individually or in the aggregate.

(xxiv) **No Undisclosed Relationships**. No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries on the one hand, and the directors, officers, stockholders (or analogous interest holders), customers or suppliers of the Company or any of its subsidiaries on the other hand, which is required to be described in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus and which is not so described.

(xxv) **Insider Transactions**. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any of its subsidiaries to or for the benefit of any of the officers or directors of the Company, any of its subsidiaries or any of their respective family members, except as disclosed in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus. All transactions by the Company with office holders or control persons of the Company have been duly approved by the board of directors of the Company, or duly appointed committees or officers thereof, if and to the extent required under applicable law.

(xxvi) **No Registration Rights**. No person or entity has the right to require registration of shares of Common Stock or other securities of the Company or any of its subsidiaries within 180 days of the date hereof because of the filing or effectiveness of the Registration Statement or otherwise, except for persons and entities who have expressly waived such right in writing or who have been given timely and proper written notice and have failed to exercise such right within the time or times required under the terms and conditions of such right. Except as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, there are no persons with registration rights or similar rights to have any securities registered by the Company or any of its subsidiaries under the Securities Act.

(xxvii) **Continued Business**. No supplier, customer, distributor or sales agent of the Company or any subsidiary has notified the Company or any subsidiary that it intends to discontinue doing business with the Company or any subsidiary, except where such discontinuation has not resulted in and could not reasonably be expected to result in a Material Adverse Effect.

(xxviii) **No Finder's Fee**. There are no claims, payments, issuances, arrangements or understandings for services in the nature of a finder's, consulting or origination fee with respect to the introduction of the Company to any Underwriter or the sale of the Shares hereunder or any other arrangements, agreements, understandings, payments or issuances with respect to the Company that may affect the Underwriters' compensation, as determined by FINRA.

(xxix) **No Fees.** Except as disclosed to the Representative in writing, the Company has not made any direct or indirect payments (in cash, securities or otherwise) to (i) any person, as a finder's fee, investing fee or otherwise, in consideration of such person raising capital for the Company or introducing to the Company persons who provided capital to the Company, (ii) any FINRA member, or (iii) any person or entity that has any direct or indirect affiliation or association with any FINRA member within the 12-month period prior to the date on which the Registration Statement was filed with the Commission ("Filing Date") or thereafter.

(xxx) **Proceeds**. None of the net proceeds of the offering will be paid by the Company to any participating FINRA member or any affiliate or associate of any participating FINRA member, except as specifically authorized herein.

(xxxi) **No FINRA Affiliations**. To the Company's knowledge and except as disclosed to the Representative in writing, no (i) officer or director of the Company or its subsidiaries, (ii) owner of 5% or more of any class of the Company's securities or (iii) owner of any amount of the Company's unregistered securities acquired within the 180-day period prior to the Filing Date, has any direct or indirect affiliation or association with any FINRA member. The Company will advise the Representative and counsel to the Underwriters if it becomes aware that any officer, director of the Company or its subsidiaries or any owner of 5% or more of any class of the Company's securities is or becomes an affiliate or associated person of a FINRA member participating in the offering.

(xxxii) **No Financial Advisor**. Other than the Underwriters, no person has the right to act as an underwriter or as a financial advisor to the Company in connection with the transactions contemplated hereby.

(xxxiii) **Certain Statements**. The statements set forth in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus under the captions "Business – Intellectual Property", "Business – Government Regulation" and "Material U.S. Federal Income Tax Consequences to Non-U.S. Holders," insofar as they

purport to describe the provisions of the laws and documents referred to therein, are accurate, complete and fair in all material respects, and under the caption "Description of Capital Stock", insofar as it purports to constitute a summary of (i) the terms of the Company's outstanding securities, (ii) the terms of the Shares, and (iii) the terms of the documents referred to therein, are accurate, complete and fair in all material respects.

(xxxiv) **Prior Sales of Securities**. Item 15 of Part II of the Registration Statement sets forth a true and complete list of all securities of the Company issued or sold during the six-month period preceding the date hereof.

(b) Any certificate signed by any officer of the Company and delivered to the Representative on behalf of the Underwriters or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to the Underwriters as to the matters covered thereby.

4. Purchase, Sale and Delivery of Shares.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to issue and sell the Firm Shares to the several Underwriters, and the several Underwriters agree, severally and not jointly, to purchase the Firm Shares set forth opposite the names of the Underwriters in **Schedule I** hereto. The purchase price to be paid by the Underwriters to the Company for each Firm Share shall be $ per share.

(b) The Company hereby grants to the Underwriters the option to purchase some or all of the Option Shares and, upon the basis of the warranties and representations and subject to the terms and conditions herein set forth, the Underwriters shall have the right ,severally and not jointly, to purchase at the purchase price set forth in Section 4(a) all or any portion of the Option Shares as may be necessary to cover over-allotments made in connection with the transactions contemplated hereby. This option may be exercised by the Underwriters at any time and from time to time on or before the thirtieth (30th) day following the date hereof, by written notice to the Company (the "Option Notice"). The Option Notice shall set forth the aggregate number of Option Shares as to which the option is being exercised, and the date and time when the Option Shares are to be delivered (such date and time being herein referred to as the "Option Closing Date"); *provided*, *however*, that the Option Closing Date shall not be earlier than the Closing Date (as defined below) nor earlier than the first business day after the date on which the option shall have been exercised nor later than the fifth business day after the date on which the option shall have been exercised unless the Company and the Representative otherwise agree. If the Underwriters elect to purchase less than all of the Option Shares, the Company agrees to sell to each Underwriter the number of Option Shares obtained by multiplying the number of Option Shares specified in such notice by a fraction, the numerator of which is the number of Option Shares set forth opposite the name of the Underwriter in **Schedule I** hereto under the caption "Number of Option Shares to be Sold" and the denominator of which is the total number of Option Shares.

(c) Payment of the purchase price for and delivery of the Option Shares shall be made on an Option Closing Date in the same manner and at the same office as the payment for the Firm Shares as set forth in subparagraph (d) below.

(d) The Firm Shares will be delivered by the Company to the Representative, for the respective accounts of the several Underwriters, against payment of the purchase price therefor by wire transfer of same day funds payable to the order of the Company at the offices of National Securities Corporation, 200 Vesey Street, 25th Floor, New York, New York 10281, or such other location as may be mutually acceptable, at 9:00 a.m. Eastern Time, on the date specified for regular way settlement in Rule 15c6-1(a) under the Exchange Act (or if the Firm Shares are priced after 4:30 p.m. Eastern time, the date specified therein), or at such other time and date as the Representative and the Company determine pursuant to Rule 15c6-1(a) under the Exchange Act, or, in the case of the Option Shares, at such date and time set forth in the Option Notice. The time and date of delivery of the Firm Shares is referred to herein as the "Closing Date." On the Closing Date, the Company shall deliver the Firm Shares, which shall be registered in the name or names and shall be in such denominations as the Representative may request on behalf of the Underwriters at least one (1) business day before the Closing Date, to the respective accounts of the several Underwriters, which delivery shall be made through the facilities of the Depository Trust Company's DWAC system.

(e) It is understood that the Representative has been authorized, for its own account and the accounts of the several Underwriters, to accept delivery of and receipt for, and make payment of the purchase price for, the Firm Shares and any Option Shares the Underwriters have agreed to purchase. The Representative, individually and not as the Representative of the Underwriters, may (but shall not be obligated to) make payment for any Shares to be purchased by any Underwriter whose funds shall not have been received by the Representative by the Closing Date or any Option Closing Date, as the case may be, for the account of such Underwriter, but any such payment shall not relieve such Underwriter from any of its obligations under this Agreement.

5. Covenants.

(a) The Company covenants and agrees with the Underwriters as follows:

(i) The Company shall prepare the Final Prospectus in a form approved by the Representative and file such Final Prospectus pursuant to Rule 424(b) under the Securities Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, such earlier time as may be required by the Rules and Regulations.

(ii) During the period beginning on the date hereof and ending on the later of the Closing Date or such date as determined by the Representative the Final Prospectus is no longer required by law to be delivered in connection with sales by an underwriter or dealer (the "Prospectus Delivery Period"), prior to amending or supplementing the Registration Statement, including any Rule 462 Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, the Company shall furnish to the Representative for review and comment a copy of each such proposed amendment or supplement, and the Company shall not file any such proposed amendment or supplement to which the Representative reasonably objects.

(iii) From the date of this Agreement until the end of the Prospectus Delivery Period, the Company shall promptly advise the Representative in writing (A) of the receipt of any comments of, or requests for additional or supplemental information from, the Commission, (B) of the time and date of any filing of any post-effective amendment to the Registration Statement or any amendment or supplement to the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, (C) of the time and date that any post-effective amendment to the Registration Statement becomes effective and (D) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or of any order preventing or suspending its use or the use of the Time of Sale Disclosure Package, the Final Prospectus or any Issuer Free Writing Prospectus, or of any proceedings to remove, suspend or terminate from listing or quotation the Common Stock from any securities exchange upon which it is listed for trading or included or designated for quotation, or of the threatening or initiation of any proceedings for any of such purposes. If the Commission shall enter any such stop order at any time during the Prospectus Delivery Period, the Company will use its reasonable efforts to obtain the lifting of such order at the earliest possible moment. Additionally, the Company agrees that it shall comply with the provisions of Rules 424(b), 430A or 430C as applicable, under the Securities Act and will use its reasonable efforts to confirm that any filings made by the Company under Rule 424(b) or Rule 433 were received in a timely manner by the Commission (without reliance on Rule 424(b)(8) or Rule 164(b) of the Securities Act).

(iv) (A) During the Prospectus Delivery Period, the Company will comply with all requirements imposed upon it by the Securities Act, as now and hereafter amended, and by the Rules and Regulations, as from time to time in force, and by the Exchange Act, as now and hereafter amended, so far as necessary to permit the continuance of sales of or dealings in the Shares as contemplated by the provisions hereof, the Time of Sale Disclosure Package, the Registration Statement and the Final Prospectus. If during the Prospectus Delivery Period any event occurs the result of which would cause the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances then existing, not misleading, or if during such period it is necessary or appropriate in the opinion of the Company or its counsel or the Representative or counsel to the Underwriters to amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) to comply with the Securities Act, the Company will promptly notify the Representative, allow the Representative the opportunity to provide reasonable comments on such amendment, prospectus supplement or document, and will amend the Registration Statement or supplement the Final Prospectus (or if the Final Prospectus is not yet available to prospective purchasers, the Time of Sale Disclosure Package) or file such document (at the expense of the Company) so as to correct such statement or omission or effect such compliance.

(B) If at any time during the Prospectus Delivery Period there occurred or occurs an event or development the result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement or any Prospectus or included or would include, when taken together with the Time of Sale Disclosure Package, an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, the Company will promptly notify the Representative and will promptly amended or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(v) The Company shall take or cause to be taken all action reasonably necessary to qualify the Shares for sale under the securities laws of such jurisdictions as the Representative reasonably designates and to continue such qualifications in effect so long as required for the distribution of the Shares, except that the Company shall not be required in connection therewith to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified, to execute a general consent to service of process in any state or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise subject.

(vi) The Company will furnish to the Underwriters and counsel to the Underwriters copies of the Registration Statement, each Prospectus, any Issuer Free Writing Prospectus, and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Underwriters may from time to time reasonably request.

(vii) The Company will make generally available to its security holders as soon as practicable, but in any event not later than 15 months after the end of the Company's current fiscal quarter, an earnings statement (which need not be audited) covering a 12-month period that shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Rules and Regulations; provided that the Company will be deemed to have furnished such statements to its security holders and the Representatives to the extent they are filed on the Commission's Electronic Data Gathering, Analysis and Retrieval System.

(viii) The Company, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated, will pay or cause to be paid (A) all expenses (including transfer taxes allocated to the respective transferees) incurred in connection with the delivery to the Underwriters of the Shares (including all fees and expenses of the registrar and transfer agent of the Shares, and the cost of preparing and printing stock certificates), (B) all expenses and fees (including, without limitation, fees and expenses of the Company's counsel) in connection with the preparation, printing, filing, delivery, and shipping of the Registration Statement (including the financial statements therein and all amendments, schedules, and exhibits thereto), the Shares, the

Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus and any amendment thereof or supplement thereto, (C) all reasonable filing fees and reasonable fees and disbursements of the Underwriters' counsel incurred in connection with the qualification of the Shares for offering and sale by the Underwriters or by dealers under the securities or blue sky laws of the states and other jurisdictions that the Representative shall designate, (D) the reasonable filing fees and reasonable fees and disbursements of counsel to the Underwriters incident to any required review and approval by FINRA, of the terms of the sale of the Shares, (F) listing fees, if any, and (G) all other costs and expenses incident to the performance of its obligations hereunder that are not otherwise specifically provided for herein. The Company will reimburse the Representative for the Underwriters' reasonable out-of-pocket expenses, including legal fees and disbursements, in connection with the purchase and sale of the Shares contemplated hereby up to an aggregate of $350,000 (including amounts payable pursuant to clauses (C) and (D) above). If this Agreement is terminated by the Representative in accordance with the provisions of Section 6, Section 9 or Section 10, the Company will reimburse the Underwriters for all out-of-pocket disbursements (including, but not limited to, reasonable fees and disbursements of counsel, travel expenses, postage, facsimile and telephone charges) incurred by the Underwriters in connection with their investigation, preparing to market and marketing the Shares or in contemplation of performing their obligations hereunder.

(ix) The Company intends to apply the net proceeds from the sale of the Shares to be sold by it hereunder as described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus under the heading "Use of Proceeds".

(x) Except for the grant to the Underwriters of the right to purchase the Option Shares, the Company has not taken and will not take, directly or indirectly, during the Prospectus Delivery Period, any action designed to or which might reasonably be expected to cause or result in, or that has constituted, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares.

(xi) The Company represents and agrees that, unless it obtains the prior written consent of the Representative, and the each Underwriter, severally, and not jointly, represents and agrees that, unless it obtains the prior written consent of the Company, it has not made and will not make any offer relating to the Shares that would constitute an Issuer Free Writing Prospectus; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the free writing prospectuses included in **Schedule III**. Any such free writing prospectus consented to by the Company and the Representative is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied or will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record-keeping.

(xii) The Company hereby agrees that, without the prior written consent of the Representative, it will not, during the period ending one hundred eighty (180) days after the date hereof ("Lock-Up Period"), (i) offer, pledge, issue, sell, contract to sell, purchase, contract to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock; or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; or (iii) file any registration statement with the Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock. The restrictions contained in the preceding sentence shall not apply to (1) the Shares to be sold hereunder, (2) any shares of Common Stock of issued upon the conversion of the convertible notes outstanding on the date of this Agreement in connection with the offering contemplated by this Agreement and as described in the Registration Statement, Time of Sale Disclosure Package and Final Prospectus, provided that such shares of Common Stock are subject to a lock-up agreement in the form of Exhibit A hereto, (3) the issuance of Common Stock upon the exercise of options or warrants or the conversion of outstanding preferred stock or other outstanding convertible securities disclosed as outstanding in the Registration Statement (excluding exhibits thereto), the Time of Sale Disclosure Package, and the Final Prospectus, (4) the issuance of employee stock options not exercisable during the Lock-Up Period and the grant of restricted stock awards or restricted stock units or shares of Common Stock pursuant to equity incentive plans described in the Registration Statement (excluding exhibits thereto), the Time of Sale Disclosure Package, and the Final Prospectus, (5) the filing by the Company of any registration statement on Form S-8 or a successor form thereto relating to a Company Stock Plan described in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, or (6) shares of Common Stock or securities convertible into, exercisable for or otherwise giving the holder thereof the right to acquire shares of Common Stock issued in connection with the refinancing of the Company's existing indebtedness to Oxford Finance, LLC, provided that the recipient of any such shares of Common Stock or securities issued pursuant to clause (6) enters into a Lock-Up Agreement substantially in the form of Exhibit A hereto with respect thereto.

(xiii) The Company hereby agrees, during a period of three years from the effective date of the Registration Statement, to furnish to the Representative copies of all reports or other communications (financial or other) furnished to stockholders, and to deliver to the Representative as soon as reasonably practicable upon availability, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed; provided, that any information or documents available on the Commission's Electronic Data Gathering, Analysis and Retrieval System shall be considered furnished for purposes of this Section 5(a)(xiii).

(xiv) The Company hereby agrees to engage and maintain, at its expense, a registrar and transfer agent for the Common Stock.

(xv) The Company will promptly notify the Representative if the Company ceases to be an Emerging Growth Company at any time prior to the end of the Prospectus Delivery Period.

6. Conditions of the Underwriters' Obligations. The respective obligations of the several Underwriters hereunder to purchase the Shares are subject to the accuracy, as of the date hereof and at all times through the Closing Date, and on each Option Closing Date (as if made on the Closing Date or such Option Closing Date, as applicable), of and compliance with all representations, warranties and agreements of the Company contained herein, the performance by the Company of its obligations hereunder and the following additional conditions:

(a) If filing of the Final Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, is required under the Securities Act or the Rules and Regulations, the Company shall have filed the Final Prospectus (or such amendment or supplement) or such Issuer Free Writing Prospectus with the Commission in the manner and within the time period so required (without reliance on Rule 424(b)(8) or 164(b) under the Securities Act); the Registration Statement shall remain effective; no stop order suspending the effectiveness of the Registration Statement or any part thereof, any Rule 462 Registration Statement, or any amendment thereof, nor suspending or preventing the use of the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus shall have been issued; no proceedings for the issuance of such an order shall have been initiated or threatened by the Commission; any request of the Commission or the Representative for additional information (to be included in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus or otherwise) shall have been complied with to the satisfaction of the Representative.

(b) The Shares shall be approved for listing on Nasdaq, subject to official notice of issuance.

(c) FINRA shall have raised no objection to the fairness and reasonableness of the underwriting terms and arrangements.

(d) The Representative shall not have reasonably determined, and advised the Company, that the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment thereof or supplement thereto, or any Issuer Free Writing Prospectus, contains an untrue statement of fact which, in the reasonable opinion of the Representative, is material, or omits to state a fact which, in the reasonable opinion of the Representative, is material and is required to be stated therein or necessary to make the statements therein not misleading.

(e) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Representative, for the benefit of the Underwriters, the opinion and negative assurance letters of Latham & Watkins LLP, counsel to the Company, each dated the Closing Date or the Option Closing Date, as applicable, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative.

(f) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Representative, for the benefit of the Underwriters, the opinion and negative assurance letter of Morgan, Lewis & Bockius LLP, intellectual property counsel to the Company, dated the Closing Date or the Option Closing Date, as applicable, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative.

(g) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Representative, for the benefit of the Underwriters, the negative assurance letter of Lowenstein Sandler LLP, counsel to the Underwriters, dated the Closing Date or the Option Closing Date, as applicable, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representative.

(h) The Representative, for the benefit of the Underwriters, shall have received a letter of Grant Thornton LLP, on the date hereof and on the Closing Date and on each Option Closing Date, addressed to the Underwriters, confirming that they are independent public accountants within the meaning of the Securities Act and are in compliance with the applicable requirements relating to the qualifications of accountants under Rule 2-01 of Regulation S-X of the Commission, and confirming, as of the date of each such letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in the Registration Statement, the Time of Sale Disclosure Package and the Final Prospectus, as of a date not prior to the date hereof or more than five days prior to the date of such letter), the conclusions and findings of said firm with respect to the financial information and other matters required by the Underwriters.

(i) On the Closing Date and on each Option Closing Date, there shall have been furnished to the Representative, for the benefit of the Underwriters, a certificate, dated the Closing Date and on each Option Closing Date and addressed to the Underwriters, signed by the chief executive officer and the chief financial officer of the Company, in their capacity as officers of the Company, to the effect that:

(i) The representations and warranties of the Company in this Agreement that are qualified by materiality or by reference to any Material Adverse Effect are true and correct in all respects, and all other representations and warranties of the Company in this Agreement are true and correct, in all material respects, as if made at and as of the Closing Date and on the Option Closing Date, and the Company has complied in all material respects with all the agreements and satisfied all the conditions on its part required to be performed or satisfied at or prior to the Closing Date or on the Option Closing Date, as applicable;

(ii) No stop order or other order (A) suspending the effectiveness of the Registration Statement or any part thereof or any amendment thereof, (B) suspending the qualification of the Shares for offering or sale, or (C) suspending or preventing the use of the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, has been issued, and no proceeding for that purpose has been instituted or, to their knowledge, is contemplated by the Commission or any state or regulatory body; and

(iii) There has been no occurrence of any event resulting or reasonably likely to result in a Material Adverse Effect during the period from and after the date of this Agreement and prior to the Closing Date or on the Option Closing Date, as applicable.

(j) On or before the date hereof, the Representative shall have received duly executed lock-up agreements (each a "Lock-Up Agreement") in the form set forth on **Exhibit A** hereto, by and between the Representative and each of the directors and officers of the Company and the security holders agreed upon by the Representative and the Company.

If the Representative, in its sole discretion, agree to release or waive the restrictions set forth in the Lock-Up Agreement for an officer or director of the Company and provides the Company with notice of the impending release or waiver at least three business days before the effective date of the release or waiver, the Company agrees to announce the impending release or waiver by a press release substantially in the form of **Exhibit B** hereto through a major news service at least two business days before the effective date of the release or waiver.

(k) The Company shall have furnished to the Underwriters and their counsel such additional documents, certificates and evidence as the Representative or counsel to the Underwriters may have reasonably requested.

If any condition specified in this Section 6 shall not have been fulfilled when and as required to be fulfilled, this Agreement may be terminated by the Representative by notice to the Company at any time at or prior to the Closing Date or on the Option Closing Date, as applicable, and such termination shall be without liability of any party to any other party, except that Section 5(a)(viii), Section 7 and Section 9 shall survive any such termination and remain in full force and effect.

7. Indemnification and Contribution.

(a) The Company agrees to indemnify, defend and hold harmless each Underwriter, its affiliates, directors and officers and employees, and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities to which such party may become subject, under the Securities Act or otherwise (including in settlement of any litigation if such settlement is effected with the written consent of the Company), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, including the information deemed to be a part of the Registration Statement at the time of effectiveness and at any subsequent time pursuant to Rule 430A of the Rules and Regulations, or arise out of or are based upon the omission from the Registration Statement, or alleged omission to state therein, a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) an untrue statement or alleged untrue statement of a material fact contained in the Time of Sale Disclosure Package, any Written Testing-the-Waters Communications, any Prospectus, the Final Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, or the Marketing Materials or in any other materials used in connection with the offering of the Shares, or arise out of or are based

upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse such party for any legal or other expenses reasonably incurred by such party in connection with evaluating, investigating or defending against such loss, claim, damage, liability or action; *provided*, *however*, that such indemnity shall not inure to the benefit of any Underwriter (or any person controlling such Underwriter) in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Time of Sale Disclosure Package, any Written Testing-the-Waters Communications, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, in reliance upon, and in conformity with, the Underwriter Information.

(b) Each Underwriter, severally and not jointly, will indemnify, defend and hold harmless the Company, its directors and each officer of the Company who signs the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any losses, claims, damages or liabilities to which such party may become subject, under the Securities Act or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus, or any amendment or supplement thereto or any Issuer Free Writing Prospectus in reliance upon, and in conformity with, the Underwriter Information, and will reimburse such party for any legal or other expenses reasonably incurred by such party in connection with evaluating, investigating, and defending against any such loss, claim, damage, liability or action. The obligation of each Underwriter to indemnify the Company (including any controlling person, director or officer thereof) shall be limited to the amount of the underwriting discount applicable to the Shares to be purchased by such Underwriter hereunder actually received by such Underwriter.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the failure to notify the indemnifying party shall not relieve the indemnifying party from any liability that it may have to any indemnified party except to the extent such indemnifying party has been materially prejudiced by such failure. In case any such action shall be brought against any indemnified party, and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to

such indemnified party, and after notice from the indemnifying party to such indemnified party of the indemnifying party's election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof; *provided*, *however*, that if (i) the indemnified party has reasonably concluded (based on advice of counsel) that there may be legal defenses available to it or other indemnified parties that are different from or in addition to those available to the indemnifying party, (ii) a conflict or potential conflict exists (based on advice of counsel to the indemnified party) between the indemnified party and the indemnifying party (in which case the indemnifying party will not have the right to direct the defense of such action on behalf of the indemnified party), or (iii) the indemnifying party has not in fact employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action within a reasonable time after receiving notice of the commencement of the action, the indemnified party shall have the right to employ a single counsel to represent it in any claim in respect of which indemnity may be sought under subsection (a) or (b) of this Section 7, in which event the reasonable fees and expenses of such separate counsel shall be borne by the indemnifying party or parties and reimbursed to the indemnified party as incurred.

The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is a party or could be named and indemnity was or would be sought hereunder by such indemnified party, unless such settlement, compromise or consent (a) includes a release of such indemnified party from all liability for claims that are the subject matter of such action, suit or proceeding and (b) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering and sale of the Shares or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discount received by the Underwriters, in each case as set forth in the table on the cover page of the Final Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement

of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relevant intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contributions pursuant to this subsection (d) were to be determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the first sentence of this subsection (d). The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim that is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount of the of the underwriting discount applicable to the Shares to be purchased by such Underwriter hereunder actually received by such Underwriter. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' respective obligations to contribute as provided in this Section 7 are several in proportion to their respective underwriting commitments and not joint.

(e) The obligations of the Company under this Section 7 shall be in addition to any liability that the Company may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act; and the obligations of each Underwriter under this Section 7 shall be in addition to any liability that each Underwriter may otherwise have and the benefits of such obligations shall extend, upon the same terms and conditions, to the Company's directors, the officers of the Company signing the Registration Statement, and each person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act.

(f) For purposes of this Agreement, each Underwriter severally confirms, and the Company acknowledges, that there is no information concerning such Underwriter furnished in writing to the Company by such Underwriter specifically for preparation of or inclusion in the Registration Statement, the Time of Sale Disclosure Package, any Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus, other than the statement set forth in the last paragraph on the cover page of the Prospectus, the marketing and legal names of each Underwriter, and the statements set forth in the "Underwriting" section of the Registration Statement, the Time of Sale Disclosure Package, and the Final Prospectus, including under "Underwriter Warrants," only insofar as such statements relate to the amount of selling concession and re-allowance, if any, or to over-allotment, stabilization and related activities that may be undertaken by such Underwriter and/or the warrants owned by the Representative and its employees (collectively, the "Underwriter Information").

8. Representations and Agreements to Survive Delivery. All representations, warranties, and agreements of the Company contained herein or in certificates delivered pursuant hereto, including, but not limited to, the agreements of the several Underwriters and the Company contained in Section 5(a)(viii) and Section 7 hereof, shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the several Underwriters or any controlling person thereof, or the Company, its directors, the officers of the Company signing the Registration Statement, or any of its controlling persons, and shall survive delivery of, and payment for, the Shares to and by the Underwriters hereunder.

9. Termination of this Agreement.

(a) The Representative shall have the right to terminate this Agreement by giving notice to the Company as hereinafter specified at any time at or prior to the Closing Date or any Option Closing Date (as to the Option Shares to be purchased on such Option Closing Date only), if in the discretion of the Representative, (i) there has occurred any material adverse change in the securities markets or any event, act or occurrence that has materially disrupted, or in the opinion of the Representative, will in the future materially disrupt, the securities markets or there shall be such a material adverse change in general financial, political or economic conditions or the effect of international conditions on the financial markets in the United States is such as to make it, in the judgment of the Representative, inadvisable or impracticable to market the Shares or enforce contracts for the sale of the Shares (ii) trading in the Company's Common Stock shall have been suspended by the Commission or Nasdaq or trading in securities generally on the Nasdaq Stock Market, the NYSE or the NYSE American shall have been suspended, (iii) minimum or maximum prices for trading shall have been fixed, or maximum ranges for prices for securities shall have been required, on the Nasdaq Stock Market, the NYSE or the NYSE American, by such exchange or by order of the Commission or any other governmental authority having jurisdiction, (iv) a banking moratorium shall have been declared by federal or state authorities, (v) there shall have occurred any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration by the United States of a national emergency or war, any substantial change or development involving a prospective substantial change in United States or international political, financial or economic conditions or any other calamity or crisis, or (vi) the Company suffers any loss by strike, fire, flood, earthquake, accident or other calamity, whether or not covered by insurance, or (vii) in the reasonable and good faith judgment of the Representative, there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Registration Statement, the Time of Sale Disclosure Package or the Final Prospectus, any material adverse change in the assets, properties, condition, financial or otherwise, or in the results of operations, business affairs or business prospects of the Company and its subsidiaries considered as a whole, whether or not arising in the ordinary course of business. Any such termination shall be without liability of any party to any other party except that the provisions of Section 5(a)(viii) and Section 7 hereof shall at all times be effective and shall survive such termination.

(b) If the Representative elects to terminate this Agreement as provided in this Section, the Company shall be notified promptly by the Representative by telephone, confirmed by letter.

10. Substitution of Underwriters. If any Underwriter or Underwriters shall default in its or their obligations to purchase Shares hereunder on the Closing Date or any Option Closing Date and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed ten percent (10%) of the total number of Shares to be purchased by all Underwriters on such Closing Date or Option Closing Date, the other Underwriters shall be obligated severally, in proportion to their respective commitments

hereunder, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed to purchase on such Closing Date or Option Closing Date. If any Underwriter or Underwriters shall so default and the aggregate number of Shares with respect to which such default or defaults occur is more than ten percent (10%) of the total number of Shares to be purchased by all Underwriters on such Closing Date or Option Closing Date and arrangements satisfactory to the remaining Underwriters and the Company for the purchase of such Shares by other persons are not made within forty-eight (48) hours after such default, this Agreement shall terminate.

If the remaining Underwriters or substituted Underwriters are required hereby or agree to take up all or part of the Shares of a defaulting Underwriter or Underwriters on such Closing Date or Option Closing Date as provided in this Section 10, (i) the Company shall have the right to postpone such Closing Date or Option Closing Date for a period of not more than five (5) full business days in order to permit the Company to effect whatever changes in the Registration Statement, the Final Prospectus, or in any other documents or arrangements, which may thereby be made necessary, and the Company agrees to promptly file any amendments to the Registration Statement or the Final Prospectus which may thereby be made necessary, and (ii) the respective numbers of Shares to be purchased by the remaining Underwriters or substituted Underwriters shall be taken as the basis of their underwriting obligation for all purposes of this Agreement. Nothing herein contained shall relieve any defaulting Underwriter of its liability to the Company or any other Underwriter for damages occasioned by its default hereunder. Any termination of this Agreement pursuant to this Section 10 shall be without liability on the part of any non-defaulting Underwriters or the Company, except that the representations, warranties, covenants, indemnities, agreements and other statements set forth in Section 2 and 3, the obligations with respect to expenses to be paid or reimbursed pursuant to Section 5(a)(viii) and the provisions of Section 7 and Sections 11 through 18, inclusive, shall not terminate and shall remain in full force and effect.

As used in this Agreement, the term “Underwriter” shall be deemed to include any person substituted for a defaulting Underwriter under this Section 10. Any action taken under this Section 10 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

11. Notices. Except as otherwise provided herein, all communications hereunder shall be in writing and, if to the Representative, shall be mailed, delivered, telecopied or emailed to National Securities Corporation, 200 Vesey Street, 25th Floor, New York, New York 10281, telecopy number: (212) 380-2828, Attention: Jonathan Rich, Executive Vice President and Head of Investment Banking; e-mail: jrich@nationalsecuritiesib.com, with a copy (which shall not constitute notice) to Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, NY 10020; Attention: John D. Hogoboom facsimile: (212) 380-2828; email: jhogoboom@lowenstein.com; and if to the Company, shall be mailed, delivered or telecopied to it at Restoration Robotics, Inc., 128 Baytech Drive, San Jose, CA 95134, telecopy number: (408) 883-6889, Attention: Chief Executive Officer and General Counsel, email: ryanr@restorationrobotics.com and davec@restorationrobotics.com, with a copy (which copy shall not constitute notice) to Latham & Watkins LLP, 140 Scott Drive, Menlo Park, CA 94025; Attention: Brian J. Cuneo, facsimile: (650) 463-2600; email: brian.cuneo@lw.com; or in each case to such other address as the person to be notified may have requested in writing. Any party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.

12. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and the controlling persons, officers and directors referred to in Section 7. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation any legal or equitable remedy or claim under or in respect of this Agreement or any provision herein contained. The term "successors and assigns" as herein used shall not include any purchaser, as such purchaser, of any of the Shares from any Underwriter.

13. Absence of Fiduciary Relationship. The Company acknowledges and agrees that: (a) each Underwriter has been retained solely to act as underwriter in connection with the sale of the Shares and that no fiduciary, advisory or agency relationship between the Company and any Underwriter has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether the Underwriter has advised or is advising the Company on other matters; (b) the price and other terms of the Shares set forth in this Agreement were established by the Company following discussions and arms-length negotiations with the Underwriters and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (c) it has been advised that the Underwriters and their affiliates are engaged in a broad range of transactions that may involve interests that differ from those of the Company and that no Underwriter has any obligation to disclose such interest and transactions to the Company by virtue of any fiduciary, advisory or agency relationship; and (d) it has been advised that each Underwriter is acting, in respect of the transactions contemplated by this Agreement, solely for the benefit of such Underwriter, and not on behalf of the Company.

14. Amendments and Waivers. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a waiver of such right or remedy in the future. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver be deemed or constitute a continuing waiver unless otherwise expressly provided.

15. Partial Unenforceability. The invalidity or unenforceability of any section, paragraph, clause or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph, clause or provision.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

17. Submission to Jurisdiction. The Company irrevocably (a) submits to the jurisdiction of the Supreme Court of the State of New York, Borough of Manhattan or the United States District Court for the Southern District of New York for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated by this Agreement, the Registration Statement, the Time of Sale Disclosure

Package, any Prospectus and the Final Prospectus (each a "Proceeding"), (b) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (c) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (d) agrees not to commence any Proceeding other than in such courts, and (e) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum. THE COMPANY (ON BEHALF OF ITSELF AND, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF ITS RESPECTIVE EQUITY HOLDERS AND CREDITORS) HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED UPON, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, THE REGISTRATION STATEMENT, THE TIME OF SALE DISCLOSURE PACKAGE, ANY PROSPECTUS AND THE FINAL PROSPECTUS.

18. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic mail) in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[*Signature Page Follows*]

Please sign and return to the Company the enclosed duplicates of this letter whereupon this letter will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

RESTORATION ROBOTICS, INC.

By: _____
Name: _____
Title: _____

Confirmed as of the date first above-mentioned
by the Representative of the several Underwriters.

NATIONAL SECURITIES CORPORATION

By: _____
Name: Jonathan C. Rich
Title: Executive Vice President and Head of Investment Banking

SCHEDULE I

Name	Number of Firm Shares to be Purchased	Number of Option Shares to be Purchased
National Securities Corporation		
Roth Capital Partners, LLC		
Craig-Hallum Capital Group LLC		
Total		

SCHEDULE I

SCHEDULE II

Restoration Robotics, Inc.

Shares of Common Stock

Final Term Sheet

Issuer:	Restoration Robotics, Inc. (the “Company”)
Symbol:	HAIR
Securities:	shares of common stock, par value $0.0001 per share (the “Common Stock”)
Over-allotment option:	Up to an additional shares
Public offering price:	$ per share
Underwriting discount:	$ per share
Expected net proceeds:	Approximately $ million ($ if the overallotment option is exercised in full) (after deducting the underwriting discount and estimated offering expenses payable by the Company).
Trade date:	, 2017
Settlement date:	, 2017
Underwriters:	National Securities Corporation, Roth Capital Partners, LLC and Craig-Hallum Capital Group LLC

SCHEDULE III

Free Writing Prospectus

[None]

SCHEDULE IV

Written Testing-the-Waters Communications

[None]

EXHIBIT A

Form of Lock-Up Agreement

National Securities Corporation
200 Vesey Street, 25th Floor
New York, New York 10281

Re: Restoration Robotics, Inc. – Initial Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as the representative (the "Representative") of the several underwriters named therein, propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with Restoration Robotics, Inc., a Delaware corporation (the "Company"), relating to a proposed offering (the "Offering") of shares of the Company's common stock, par value $0.0001 per share (the "Common Stock"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the foregoing, and in order to induce you to participate in the Offering, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Representative (which consent may be withheld in its sole discretion), the undersigned will not, during the period (the "Lock-Up Period") beginning on the date hereof and ending on, but including, the date 180 days after the date of the final prospectus relating to the Offering (the "Final Prospectus"), (1) offer, pledge, announce the intention to sell, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock (including without limitation, shares of Common Stock which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of a stock option or warrant), (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the shares of, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of shares of Common Stock or such other securities, in cash or otherwise, (3) make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for shares of Common Stock, or (4) publicly announce an intention to effect any transaction specific in clause (1), (2) or (3) above.

Notwithstanding the foregoing, the restrictions set forth in the above clauses (1), (2), (3) and (4) shall not apply to (a) (i) transfers of Common Stock as a bona fide gift or gifts, (ii) transfers or dispositions of the undersigned's Common Stock to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, (iii) transfers or dispositions of the

undersigned's Common Stock to any corporation, partnership, limited liability company or other entity all of the beneficial ownership interests of which are held by the undersigned or the immediate family of the undersigned, (iv) transfers or dispositions of the undersigned's Common Stock by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned, (v) distributions of the undersigned's Common Stock to partners, members or stockholders of the undersigned, and (vi) transfers to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned; provided that in the case of any transfer or distribution pursuant to clause (i), (ii), (iii), (iv), (v) or (vi), each transferee, donee or distributee shall execute and deliver to the Representative a lock-up letter in the form of this letter agreement (this "Agreement"), (b) the acquisition or exercise of any stock option issued pursuant to the Company's existing stock option plan, including any exercise effected by the delivery of shares of Common Stock of the Company held by the undersigned, provided that the underlying shares of Common Stock shall continue to be subject to the restrictions on transfer set forth in this Agreement, or (c) the purchase or sale of the Company's securities pursuant to a plan, contract or instruction that satisfies all of the requirements of Rule 10b5-1(c)(1)(i)(B) that was in effect prior to the date hereof. For purposes of this Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

Furthermore, notwithstanding the restrictions imposed by this Agreement, the undersigned may, without the prior written consent of the Representative (i) establish a trading plan pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") for the transfer of Common Stock, provided that such plan does not provide for any transfers of Common Stock during the Lock-Up Period, (ii) transfer or dispose of shares of Common Stock acquired in the Offering or on the open market following the Offering, provided that no filing under the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such transfer or disposition during the Lock-Up Period, (iii) transfer to the Company shares of Common Stock (A) pursuant to any contractual arrangement that provides the Company with an option to repurchase such shares of Common Stock in connection with the termination of the undersigned's employment or other service relationship with the Company or (B) upon a vesting event of any equity award granted under any stock incentive plan or stock purchase plan of the Company, provided that any filing under Section 16 of the Exchange Act with regard to (A) or (B) shall clearly indicate in the footnotes thereto that the filing relates to the circumstances described above, and (iv) transfer or dispose of Common Stock by operation of law pursuant to a qualified domestic order or in connection with a divorce settlement or other court order, provided that the recipient of such shares of Common Stock shall execute and deliver to the Representative a lock-up letter in the form of this Agreement.

Further, this Agreement shall not restrict any sale, disposal or transfer of the undersigned's Common Stock to a bona fide third party pursuant to a tender offer for securities of the Company or any merger, consolidation or other business combination involving a Change of Control of the Company occurring after the settlement of the Offering, that, in each case, has been approved by the board of directors of the Company; provided that all of the undersigned's Common Stock subject to this Agreement that are not so transferred, sold, tendered or otherwise disposed of remain subject to this Agreement; and provided, further, that it shall be a condition of transfer, sale, tender or other disposition that if such tender offer or other transaction is not completed,

any of the undersigned's Common Stock subject to this Agreement shall remain subject to the restrictions herein. For the purposes of this paragraph, "Change of Control" means the consummation of any bona fide third party tender offer, merger, consolidation or other similar transaction, the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company or its subsidiaries, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of at least 100% of the total voting power of the voting share capital of the Company.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar or depositary against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

If the undersigned is an officer or director of the Company, (i) the Representative agrees that, at least three business days before the effective date of any release or waiver of the foregoing restrictions in connection with a transfer of Common Shares, the Representative will notify the Company of the impending release or waiver, and (ii) the Company will agree in the Underwriting Agreement to announce the impending release or waiver by press release through a major news service at least two business days before the effective date of the release or waiver. Any release or waiver granted by the Representative hereunder to any such officer or director shall only be effective two business days after the publication date of such press release. The provisions of this paragraph will not apply if (a) the release or waiver is effected solely to permit a transfer not for consideration and (b) the transferee has agreed in writing to be bound by the same terms described in this Agreement to the extent and for the duration that such terms remain in effect at the time of the transfer.

In the event that any holder of more than 1% of the Company's outstanding Common Stock (each, a "Holder") other than the undersigned is permitted by the Representative to sell or otherwise transfer or dispose of shares of Common Stock for value, the same percentage of shares of Common Stock held by the undersigned (i.e., the total number of shares of Common Stock owned by the undersigned on the date of the early release, multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock of the Company initially being granted an early release and the denominator of which shall be the total number of shares of Common Stock of the Company owned by the record or beneficial owner initially being granted an early release on the date thereof) (the "Pro-rata Release") shall be immediately and fully released, without any further action, on the same terms from any remaining lock-up restrictions set forth herein; provided, however, that such Pro-rata Release shall not be applied in the event of (a) permission granted to any individual Holder (or group of affiliated Holders) by the Representative to sell or otherwise transfer or dispose of a number of shares of Common Stock in an amount less than or equal to $500,000 in aggregate value of Common Stock (whether in one or multiple releases), or (b) any underwritten secondary public offering of the Company's Common Stock during the Lock-Up Period, whether or not such offering or sale is wholly or

partially a secondary offering (the "Underwritten Sale"), for purposes of allowing such released owner to participate in such Underwritten Sale, in which case such early release shall only apply with respect to the undersigned's participation in such Underwritten Sale. For purposes of determining ownership of a holder, all shares of securities held by investment funds affiliated with such stockholder shall be aggregated. In the event that the undersigned is released from any of its obligations under this Agreement or, by virtue of this Agreement, becomes entitled to offer, pledge, sell, contract to sell, or otherwise dispose of any Common Stock (or any securities convertible into Common Stock) on or prior to the expiration of the Lock-Up Period, the Representative shall use commercially reasonable efforts to provide notice to the Company upon the occurrence of a release of a stockholder of its obligations under any lock-up agreement executed in connection with the public offering of the Company's Common Stock that gives rise to a corresponding release of this Agreement pursuant to the terms of this paragraph; provided that the failure to give such notice shall not give rise to any claim or liability against the Underwriters.

The undersigned understands that, if the Underwriting Agreement does not become effective by February 15, 2018, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the securities to be sold thereunder, the undersigned shall be released from all obligations under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof. The undersigned irrevocably (i) submits to the jurisdiction of the Supreme Court of the State of New York, Borough of Manhattan and the United States District Court for the Southern District of New York, for the purpose of any suit, action, or other proceeding arising out of this Agreement (each a "Proceeding"), (ii) agrees that all claims in respect of any Proceeding may be heard and determined in any such court, (iii) waives, to the fullest extent permitted by law, any immunity from jurisdiction of any such court or from any legal process therein, (iv) agrees not to commence any Proceeding other than in such courts, and (v) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum.

Very truly yours,

_____

Name:

EXHIBIT B

Form of Press Release

Restoration Robotics, Inc.
[Date]

Restoration Robotics, Inc. (the "Company") announced today that National Securities Corporation, the Representative in the Company's recent public sale of [•] shares of common stock is [waiving][releasing] a lock-up restriction with respect to [•] shares of the Company's common stock held by [certain officers or directors] [an officer or director] of the Company. The [waiver][release] will take effect on , 20 , and the shares may be sold on or after such date.

This press release is not an offer for sale of the securities in the United States or in any other jurisdiction where such offer is prohibited, and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the United States Securities Act of 1933, as amended.

Exhibit 5.1

LATHAM&WATKINS LLP

140 Scott Drive
Menlo Park, California 94025
Tel: +1.650.328.4600 Fax: +1.650.463.2600
www.lw.com

September 22, 2017

Restoration Robotics, Inc.
128 Baytech Road
San Jose, CA 95134

Re: Form S-1 Registration Statement File No. 333-220303
Initial Public Offering of up to 3,593,750 Shares of Common Stock
of Restoration Robotics, Inc.

Ladies and Gentlemen:

We have acted as special counsel to Restoration Robotics, Inc., a Delaware corporation (the "***Company***"), in connection with the proposed issuance of up to 3,593,750 shares of common stock, $0.0001 par value per share (the "***Shares***"). The Shares are included in a registration statement on Form S–1 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on September 1, 2017 (Registration No. 333-220303) (as amended, the "***Registration Statement***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or related prospectus (the "***Prospectus***"), other than as expressly stated herein with respect to the issue of the Shares.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of the Company and others as to factual matters without having independently verified such factual matters. We are opining herein as to the General Corporation Law of the State of Delaware (the "***DGCL***"), and we express no opinion with respect to any other laws.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Shares shall have been duly registered on the books of the transfer agent and registrar therefor in the name or on behalf of the purchasers and have been issued by the Company against payment therefor in the circumstances contemplated by the form of underwriting agreement most recently filed as an exhibit to the Registration Statement, the issue and sale of the Shares will have been duly authorized by all necessary corporate action of the Company, and the Shares will be validly issued, fully paid and nonassessable.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Exhibit 10.7

Confidential Portions of this Exhibit marked as [***] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License Agreement") is made and entered as of July 25, 2006 ("Effective Date"), between Restoration Robotics, Inc., a Delaware corporation having a place of business at 1383 Shore Bird Way, Mountain View, CA 94043 ("Restoration"), HSC Development LLC, a Delaware limited liability company having a place of business at 3003 E. Third Avenue, Suite 201, Denver, CO 80206 ("HSC"), and James A. Harris, MD, an individual having an address of [***] ("Harris"), each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, on or about the Effective Date, Restoration and Harris have entered (or are entering) into a consulting agreement ("Consulting Agreement"), under which Harris will perform certain duties for Restoration;

WHEREAS, HSC owns certain intellectual property rights assigned to it by Harris and existing as of the Effective Date that it desires to license to Restoration and its Affiliates within the Field of Use on the terms and conditions set forth in this License Agreement;

WHEREAS, in exchange for the consideration granted herein to HSC, and to Harris pursuant to the Consulting Agreement, Harris has agreed to license intellectual property rights to Restoration and its Affiliates within the Field of Use on the terms and conditions set forth in this License Agreement;

WHEREAS, Restoration desires to obtain such license from HSC and Harris; and

NOW, THEREFORE Restoration, HSC, and Harris, in consideration for the mutual covenants contained herein and in the Consulting Agreement, HEREBY agree as follows:

AGREEMENT

1. Definitions. As used herein, the following terms shall have the designated meanings:

1.1 "**Affiliate**" means any corporation or other entity that directly or indirectly controls, or is directly or indirectly controlled by, or under common control with the subject entity. For purposes of this definition, "control" shall mean the direct or indirect ownership of at least fifty percent (50%) of the shares or other equity interests of the subject entity entitled to vote in the election of directors, or in the case of an entity that is not a corporation, for the election of the corresponding managing authority.

1.2 "**Field of Use**" means the research, design, development, manufacturing and commercialization of products, devices, methods and technologies for performing hair removal and implantation (including transplantation) procedures using a computer-controlled (e.g., robotic) system in which a needle or other device carried on a mechanized arm is oriented to a follicular unit for extraction of same, or to an implant site for implantation of a follicular unit, or some combination thereof without manual manipulation of the mechanized arm during extraction or implantation. For purposes of clarity, the Field of Use does not include devices or methods using hand-held means for needle or device orientation, extraction, harvesting or implantation of follicular units, such as by holding a device in the hand and activating the device by hand or foot pedal (e.g., buttons, levers, pistol grip-pushrods, food pedals, etc.).

1.3 "**Licensed Methods**" means any processes or methods in the Field of Use whose use or practice would, absent authority, infringe one or more Valid Claims.

1.4 "**Licensed Patents**" means (i) any patents and patent applications naming Harris as an inventor and filed at any time on or before the Effective Date, and (ii) any patents and patent applications naming Harris as an inventor and filed after the Effective Date during the term of the Consulting Agreement or for [***] following the Effective Date, whichever is [***], and as well as (iii) all foreign counterparts thereto, and (iv) any U.S. or foreign, substitute, continuation, continuation-in-part, divisional, reexamination, or reissue thereof. Without any limitation on the foregoing, the Licensed Patents include, but are not limited to, [***], as well as any patents and patent applications claiming priority thereto or to [***].

1.5 "**Licensed Products**" means any products, devices or materials, including components thereof and methods of their manufacture, that are (a) designed or developed by or for Restoration or its Affiliate(s) or Sublicensee(s), for use in the Field of Use, and (b) would, or whose use or practice would, absent authority, infringe one or more Valid Claims, or incorporate, embody or use Licensed Technology.

1.6 "**Licensed Technology**" means all proprietary materials and knowledge that is transferred from HSC or Harris to Restoration, whether prior to or during the term of the Consulting Agreement, and whether transferred directly or indirectly, including without limitation copyrightable material, trade secrets, [***], know-how, [***], [***], [***] and [***].

1.7 "**Sublicensee**" means a party that sublicenses a Licensed Patent or Licensed Technology from Restoration.

1.8 "**Valid Claim**" means a claim of an issued and unexpired Licensed Patent that has not been held invalid in an unappealed or unappealable final decision rendered by a court of competent jurisdiction.

2. <u>License Terms</u>.

2.1 License Grant. HSC and Harris hereby each grant to Restoration and its Affiliates an exclusive [***], fully-paid, non-transferable (except as provided in Section 10.1), perpetual, worldwide license, including the right to grant sublicenses (as provided in Section 2.3), subject to the terms and conditions of this License Agreement, to make, have made, use, offer for sale, sell, and import Licensed Products, and to use, practice and have practiced Licensed Methods and the Licensed Technology, each solely in the Field of Use.

2.2 Scope of License. The scope of the license granted to Restoration and its Affiliates in Section 2.1 is intended to cover any distributor or customer, direct or indirect, of Restoration, its Affiliates and Sublicensees.

2.3 Right to Sublicense. Restoration and any Affiliate of Restoration may grant sublicenses within the Field of Use, provided that such Sublicensee agrees in writing to be bound by this License Agreement to the same extent as Restoration and its Affiliates.

3. Consideration.

3.1 Payment to HSC. In consideration of the rights and licenses granted by HSC and Harris under this Agreement, Restoration shall (i) issue to HSC 25,000 fully paid and non-assessable shares of Restoration Common Stock, pursuant to the Common Stock Issuance Agreement in substantially the form attached hereto as Exhibit A, and (ii) pay to HSC the sum of twenty-five thousand dollars ($25,000 U.S.), each within thirty (30) days of the Effective Date. By their below signatures to this License Agreement, HSC and Harris acknowledge and confirm that the rights and licenses granted by Harris to Restoration under this License Agreement are in no way contingent upon either Party's performance under the Consulting Agreement. Harris further confirms that the respective stock grant and cash payment to HSC benefit him personally and represent good and valuable consideration to him personally in exchange for the license rights granted by him to Restoration under this Agreement.

4. Patent Infringement.

4.1 Restoration's Right of Patent Enforcement in Field of Use. [***], Restoration and its Affiliates (collectively "Restoration" for the remainder of this Section 4) shall have the right to bring suit against third parties who infringe a Licensed Patent in the Field of Use, provided that, before communicating to any third party about the possible infringement of a Licensed Patent including serving a complaint filed in any court on such third party alleging infringement of a Licensed Patent, Restoration must first notify HSC and/or Harris, as applicable, in writing. If so requested, Restoration, HSC and/or Harris agree to enter into a Joint Defense and Prosecution Agreement, the same or substantially similar to that provided in Exhibit B, for the purpose of allowing the respective parties to share confidential and attorney-client privileged information regarding the possible infringement of one or more Licensed Patents by third parties in the Field of Use.

4.2 Costs of Litigation; Allocation of Recoveries. All costs and fees of prosecuting any infringement action brought by Restoration against a third party pursuant to Section 4.1 will be borne solely by Restoration, and Restoration is entitled to any recovery it obtains as a result of such infringement action, whether by settlement or judgment.

4.3 Cooperation in Litigation. At Restoration's request and expense, HSC and Harris each agrees to be joined as a party in any suit or other enforcement, defense or maintenance action brought by Restoration against a third party, and to reasonably cooperate with Restoration in such proceeding, provided that such action shall be initiated and maintained at the sole expense of Restoration**,** including reasonably necessary attorney's fees and all other reasonably necessary expenses incurred by HSC and Harris in connection therewith.

4.4 Settlement. Restoration agrees to not settle any suit or other enforcement, defense or maintenance action brought by Restoration against a third party pursuant to Section 4.1 without the prior written consent of HSC and/or Harris, as applicable, [***]. HSC and Harris each agrees to not enter into any agreement or make any binding statement for any reason that refers to, or may otherwise impact on the scope, validity, or enforceability of a Licensed Patent, without the prior written consent of Restoration, [***].

4.5 Notification Involving a Licensed Patent. HSC and Harris each agrees to promptly notify Restoration if they are aware of any pleading filed in any court that alleges infringement, invalidity or unenforceability of a Licensed Patent, or of any request for reexamination, reissue, interference or other post issuance challenge in any patent office of a Licensed Patent.

4.6 Right of Participation. Nothing in this License Agreement prevents any Party hereto from joining any action involving a Licensed Patent, and each of HSC, Harris, and Restoration agree to not contest the joining of any action involving a Licensed Patent in any field of use, in which case all parties to such action may also agree in writing as to allocations of costs and expenses, as well as any recoveries, whether by settlement or judgment.

5. [***].

5.1 [***]. If, upon the [***] of [***] from [***] has [***], the [***] will [***], and [***]. It is not required under this Section 5 that [***].

6. Participation in Patent Prosecution.

6.1 Prosecution. HSC and Harris (individually and collectively "Licensor" for the remainder of this Section 6), as applicable, have sole control and responsibility for ongoing prosecution of the Licensed Patents in all countries, including the payment of maintenance and annuity fees, and for the filing of any new, divisional, continuation, continuation-in-part, reexamination or reissue application that claims priority to an existing Licensed Patent. Licensor will promptly provide copies to Restoration of any correspondence submitted to, or received from, the United States Patent and Trademark Office ("PTO"), non-U.S. counterparts of the PTO, and appointed representatives ("foreign associates") handling prosecution of non-U.S. Licensed Patents on behalf of Licensor. Licensor will also provide by email or other essentially contemporaneous means, at least [***] in advance of any deadline for submission, any proposed communication to the PTO, non-U.S. counterpart of the PTO, or foreign associate regarding any Licensed Patent. Restoration will provide Licensor with input regarding the proposed communication at least [***] prior to the submission deadline. Notwithstanding the foregoing, in the event a deadline for responding to a communication from any patent office is less than [***] from the mailing date of the communication, Licensor will provide its proposed response at least [***] in advance of the submission deadline, and Restoration will provide Licensor with input regarding the proposed response at least [***] prior to the submission deadline. Licensor will [***] Restoration's timely received input regarding any proposed submission and, where [***], modify the proposed communication accordingly prior to its submission. Restoration may from time to time provide Licensor with any materials known to Restoration that may reasonably be required under 37 CFR 1.56 to be submitted to the PTO in an Information Disclosure Statement ("IDS") for a Licensed Patent, and in such event Licensor will promptly submit such IDS to the PTO. Licensor will not intentionally allow a Licensed Patent to become abandoned without providing at least [***] written notice to Restoration in advance of any deadline for making a submission or payment of fee required to maintain such patent, should Licensor determine it does not desire to continue the prosecution, appeal, or maintenance thereof. Upon receipt of such notice, Restoration may request in writing that [***] the prosecution, appeal, or maintenance of such patent, at [***] expense, and Licensor will [***] so long as such written notice from Restoration is received not less than [***] before the respective deadline.

6.2 Election Not to File Continuing Applications. In the event Licensor elects not to file a continuing application for any Licensed Patent that is a pending application which has been allowed and for which [***], Licensor shall so notify Restoration upon payment of the issue fee (or similar requirement for a non-U.S. counterpart of the PTO) for such application. Upon receipt of such notice, Restoration has the option, at [***] expense, to file, prosecute and maintain a continuing application (or similar application with a non-U.S. counterpart of the PTO) claiming priority to such patent application. Licensor shall reasonably cooperate with and assist Restoration in connection with any filing and prosecution of any such continuing patent application undertaken by Restoration in accordance with this section, but at the sole expense of Restoration. Nothing in this Section 6.2 shall be read to constitute an assignment or transfer of any rights to the Licensed Patents from HSC or Harris to Restoration or any third party except for the license within the Field of Use explicitly granted herein.

7. Indemnification.

7.1 HSC Indemnification. HSC shall defend or settle any claims, suits, or proceedings brought by third parties ("Claim(s)") against Restoration to the extent such Claim is directly caused by the breach of any representation or warranty made by HSC under Section 8.1 of this License Agreement, and HSC shall pay any damage amount assessed to Restoration or settlement amounts entered into by HSC to the extent such amounts are based upon such a Claim.

7.2 Harris Indemnification. Harris shall defend or settle any Claim(s) against Restoration to the extent such Claim is directly caused by the breach of any representation or warranty made by Harris under Section 8.2 of this License Agreement, and Harris shall pay any damage amount assessed to Restoration or settlement amounts entered into by Harris to the extent such amounts are based upon such a Claim.

7.3 Restoration Indemnification. Restoration shall defend or settle any Claim(s) made against HSC and/or Harris to the extent such Claim is directly caused by (i) the breach of any representation or warranty made by Restoration under Section 8.3 of this License Agreement, or (ii) the manufacture, offer for sale, importation, sale, or practice of Licensed Products or Licensed Methods by Restoration or its Affiliates, and Restoration shall pay any damage amount assessed to HSC or Harris or settlement amounts entered into by Restoration to the extent such amounts are based upon such a Claim.

7.4 Procedures. Each party's obligation to indemnify the other party for Claims covered by this Section 7 shall be subject to its: (i) being notified within [***] ([***]) days after the other party's receipt of notice or becomes aware of such Claims; (ii) being given sole control of the defense and/or settlement thereof; and (iii) receiving the other party's cooperation in the defense and/or settlement thereof.

7.5 Limitation of Liability. IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES ARISING IN ANY WAY OUT OF THIS LICENSE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8. Representations and Warranties.

8.1 By HSC. HSC hereby represents and warrants to Restoration that: (i) neither HSC's execution and delivery of this License Agreement nor HSC's performance hereunder will result in a breach of any enforceable agreement to which HSC may be a party; (ii) HSC owns all right, title and interest in and to the Licensed Patents, Licensed Methods, and Licensed Technology that is not owned by Harris; (iii) HSC has the full power and authority to execute and deliver this License Agreement and perform its obligations hereunder, including without limitation granting Restoration the licenses in Section 2.1; (iv) HSC has not previously granted and will not grant any rights in the Licensed Patents and Licensed Methods that are inconsistent with the licenses granted to Restoration herein; and (v) to the best of HSC's knowledge, there are no claims of third parties that call into question the rights of HSC to grant to Restoration the rights contemplated hereunder.

8.2 By Harris. Harris hereby represents and warrants to Restoration that: (i) neither Harris's execution and delivery of this License Agreement nor Harris's performance hereunder will result in a breach of any enforceable agreement to which Harris may be a party; (ii) Harris owns all right, title and interest in and to the Licensed Patents, Licensed Methods, and Licensed Technology that is not owned by HSC; (iii) Harris has the full power and authority to execute and deliver this License Agreement and perform its obligations hereunder, including without limitation granting Restoration the licenses in Section 2.1; (iv) Harris has not previously granted and will not grant any rights in the Licensed Patents and Licensed Methods that are inconsistent with the licenses granted to Restoration herein; and (v) to the best of Harris's knowledge, there are no claims of third parties that call into question the rights of Harris to grant to Restoration the rights contemplated hereunder.

8.3 By Restoration. Restoration hereby represents and warrants to HSC and Harris that: (i) neither Restoration's execution and delivery of this License Agreement nor Restoration's performance hereunder will result in a breach of any agreement or contract to which Restoration may be party, and (ii) Restoration has the full power and authority to execute and deliver this License Agreement and perform its obligations hereunder.

9. Bankruptcy.

9.1 Effect of Bankruptcy. All rights and licenses granted under or pursuant to this License Agreement by Harris to Restoration are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The parties agree that Restoration, as a licensee of such rights under this License Agreement, shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code.

10. Miscellaneous Provisions.

10.1 Prior Written Consent. Restoration may not assign its rights and obligations under this License Agreement without the prior written consent of HSC and Harris, except to an Affiliate of Restoration or to a third party that succeeds to all or substantially all of Restoration's business or assets relating to this License Agreement, whether by sale, merger, operation of law or otherwise, provided that such Affiliate or third party agrees in writing to be bound by the License Agreement, HSC and Harris may freely assign their respective rights to the Licensed Patents, subject to the licenses granted to Restoration herein, upon notice to, but without requiring the consent of, Restoration, if the assignee or transferee promptly agrees to be bound by the terms and conditions herein. HSC's and Harris's respective indemnification obligations under Sections 7.1 and 7.2 of this License Agreement may not be assigned without the prior written consent of Restoration.

10.2 License Agreement Confidential. The contents of this License Agreement may not be publicly or privately disclosed to any third party without the prior written consent of all Parties hereto. Further, no Party hereto will issue any press release or make any similar written public disclosure of the existence of this License Agreement without the prior written consent of all Parties hereto. However, nothing in this Section 10.2 shall be construed as requiring a Party to obtain consent from another Party to orally disclose the fact of the existence of this License Agreement to a third party.

10.3 No Joint Venture. The Parties have entered into this License Agreement solely as independent contractors and nothing contained herein shall be construed as giving rise to joint venture, partnership or other form of business organization.

10.4 Written Notices. All notices given hereunder, except those provided in Section 6, shall be in writing and sent by certified mail, return receipt requested, addressed as provided in the first paragraph of this License Agreement, provided that a party may change its address for notice by notice thereof.

10.5 Governing Law. This License Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware.

10.6 Dispute Resolution. Any dispute arising between the Parties regarding this License Agreement that cannot be resolved amicably through entirely informal means shall first be the subject of a non-binding mediation. Either Party may initiate the mediation by written notice to the other Party. Selection and retention of the mediator shall be the responsibility of the initiating Party. The mediation shall be held within sixty (60) days of the initial notice of mediation, or within such other period as the Parties mutually agree. Each Party shall share equally in the cost of the Mediator's fees and expenses, but each party to the Mediation shall pay his or her or its own attorneys and expert witness fees and any other associated costs. If such dispute is not fully resolved by mutual agreement of the Parties at the Mediation, such dispute shall be resolved exclusively in the state or federal courts located in the state of Delaware.

10.7 Invalidity of Provisions. In the event any provision of this License Agreement shall be held to be invalid or unenforceable in whole or in part, the remainder of this License Agreement shall not be affected thereby and shall remain in full force and effect, and such invalid or unenforceable provision shall be enforced to the maximum extent permissible.

10.8 Headings. The headings in this License Agreement are intended solely for convenience of reference and shall be given no effect in any construction or interpretation of this License Agreement.

10.9 Entire Agreement. This License Agreement and the Consulting Agreement constitute the entire agreements between the Parties concerning their respective subject matter, and supersede any prior or contemporaneous agreements and understandings in connection therewith. This License Agreement may be amended, waived or revoked only by a written instrument executed by the parties hereto.

10.10 Advice of Counsel. Each party acknowledges that, in executing this License Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this License Agreement. This License Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

10.11 Counterparts. This License Agreement may be executed in counterparts, which taken together shall constitute a single instrument. Execution and delivery of this License Agreement may be evidenced by facsimile or email transmission.

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

/s/ Jim McCollum

Jim McCollum
Chief Executive Officer
Restoration Robotics, Inc.

/s/ James A. Harris

James A. Harris, MD
President
HSC Development, LLC

/s/ James A. Harris

James A. Harris, MD

EXHIBIT A

COMMON STOCK ISSUANCE AGREEMENT

This Common Stock Issuance Agreement (the "Stock Agreement") is made and entered into as of July , 2006, by and between Restoration Robotics, Inc., a Delaware corporation (the "Company"), and HSC Development LLC, a Delaware limited liability company (the "Purchaser").

RECITALS

A. The Company and the Purchaser entered into a License Agreement dated May , 2006, under which the Purchaser has granted a license under certain of its intellectual property rights to the Company (the "License Agreement"); and

B. As consideration thereunder, the Company has agreed to issue shares of its Common Stock to the Purchaser.

NOW, THEREFORE, in consideration of the terms and mutual covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Issuance of Common Stock. Subject to the terms of this Stock Agreement and the License Agreement, the Company hereby issues to the Purchaser an aggregate of 25,000 shares of Common Stock of the Company (the "Common Shares").

2. Representations, Warranties and Covenants.

2.1 Investment Representations. The Purchaser hereby represents and warrants to the Company that:

(a) The Purchaser is acquiring the Common Shares for investment purposes only, solely for its own account and not with a view to, or for resale in connection with, the distribution or other disposition thereof in violation of any federal or state securities laws;

(b) The Purchaser understands that the Common Shares are a speculative investment which involves a high degree of risk of loss of the investment therein. The Purchaser's knowledge and experience in financial and business matters are such that Purchaser is capable of evaluating the merits and risks of the Purchaser's investment in the Common Shares, and has made the Purchaser's own independent valuation with respect to the value of the Common Shares;

(c) The Purchaser, together with the Purchaser's representatives, including financial, tax, legal and other advisers, has carefully reviewed all documents furnished to them in connection with the investment in the Common Shares, and understands and has considered all the risk factors related to such investment, and no representations or warranties have been made to the Purchaser or the Purchaser's representatives concerning such investment or the Company, its prospects or other matters;

(d) The Purchaser and the Purchaser's representatives have been given the opportunity to examine all documents and to ask questions of, and to receive answers from, the Company concerning the terms and conditions of the acquisition of the Common Shares and the business of the Company and to obtain any additional information which the Purchaser or the Purchaser's representatives deem necessary to verify the accuracy of the information that has been provided to the Purchaser in order for them to evaluate the merits and risk of the investment in the Common Shares;

(e) The Purchaser understands that no federal agency (including the Securities and Exchange Commission), state agency or foreign agency has made or will make any finding or determination as to the fairness of an investment in the Common Shares (including as to the purchase price);

(f) The Purchaser understands that the offer and sale of the Common Shares have not been registered under the Securities Act, by virtue of Section 4(2) of the Securities Act, or under the securities laws of any state of the United States or of any foreign jurisdiction;

(g) The Purchaser understands and agrees that no resales of the Common Shares may be effected unless the resale of such Common Shares is registered under the Securities Act or an exemption therefrom is available and all applicable state and foreign securities laws are complied with; and

(h) The Purchaser understands that a notation shall be made in the appropriate records of the Company, indicating that the Common Shares are subject to restrictions on transfer and appropriate stop-transfer instructions will be issued to the securities transfer agent with respect to the Common Shares (except to the extent that such Common Shares have been registered under the Securities Act).

2.2 Restriction on Transfer.

(a) Legends. The Purchaser understands and agrees that the Common Shares shall be stamped or otherwise imprinted with any or all of the following legends:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISTRIBUTION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

(b) No Transfer. The Common Shares may not be sold, assigned, pledged or otherwise transferred by the Purchaser to any person without the prior written consent of the Company. Notwithstanding the foregoing, the Purchaser may transfer the Common Shares to its members in accordance with its LLC organizational documents. In such case, the Purchaser will give prior written notice to the Company with details of the transfer, and the transferee shall receive and agree in writing to hold the Common Shares so transferred subject to the provisions of this Agreement, and there shall be no further transfer of such Shares except in accordance with the terms of this Agreement. The Company shall not be required (i) to transfer on its books any Common Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Common Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Common Shares shall have been so transferred.

(c) Restrictions Binding on Transferees. All transferees of Common Shares or any interest therein will receive and agree in writing to hold such Shares or interest subject to the provisions of this Agreement. Any sale or transfer of the Common Shares shall be void unless the provisions of this Stock Agreement are satisfied.

(d) Termination of Restrictions. The restrictions set forth in Section 2.2(b) above shall terminate upon the closing of an initial public offering of Common Stock of the Company pursuant to an effective registration statement under the Securities Act of 1933, as amended.

2.3 Market Stand-off Agreement. In connection with any underwritten public offering of the Company's securities in connection with an effective registration statement under the Securities Act, the Purchaser agrees, upon request of the Company or the underwriters managing such offering, not to sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any securities of the Company without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) from the effective date of such registration as may be requested by the Company or the underwriters. The Purchaser further agrees that the Company may instruct its transfer agent to place stop-transfer notations in its records to enforce the provisions of this Section 2.3.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Purchaser that:

3.1 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of this Stock Agreement and the authorization, issuance and delivery of the Common Shares has been taken, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms.

3.2 Valid Issuance of Securities. The Common Shares being issued to the Purchaser hereunder, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable. Based in part upon the representations of the Purchaser in this Stock Agreement, the Common Shares will be issued in compliance with all applicable federal and state securities laws.

4. General Provisions.

4.1 Entire Agreement. This Stock Agreement represents the entire agreement between the Company and the Purchaser solely with respect to the Common Shares and supersedes all prior agreements and understandings with respect to the Common Shares, and may only be amended in writing signed by the Company and the Purchaser.

4.2 Assignment. This Stock Agreement shall bind and benefit the successors, assigns, heirs, executors and administrators of the parties (including without limitation any successor corporation to the Company).

4.3 Governing Law. This Stock Agreement shall be governed in all respects by the laws of the state of California. The federal and state courts within the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of this letter agreement, and each party hereby agrees to be subject to the personal and exclusive jurisdiction of such courts.

4.4 Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be delivered personally, telecopied, delivered via reputable overnight courier or mailed by first-class registered or certified mail, postage prepaid, addressed (i) if to the Purchaser, at its address set forth below its signature, or at such other address as it shall have furnished to the Company in writing, or (ii) if to the Company, at its address set forth below, or at such other address as the Company shall have furnished to the Purchaser in writing. All notices shall be deemed effectively delivered upon confirmation of receipt or actual receipt.

4.5 Counterparts. This Stock Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Stock Agreement as of the day and year first set forth above.

RESTORATION ROBOTICS, INC.

By: /s/ James McCollum
James McCollum, Chief Executive Officer

Address: 1383 Shore Bird Way, Mountain View, CA 94043

HSC DEVELOPMENT, LLC

By: /s/ James A. Harris

James A. Harris, MD

Address: 3003 E. Third Avenue, Suite 201, Denver, CO 80206

EXHIBIT B

JOINT DEFENSE AND ENFORCEMENT AGREEMENT

RECITALS

WHEREAS Restoration Robotics, Inc., a Delaware corporation having a place of business at 1383 Shore Bird Way, Mountain View, CA 94043 ("Restoration"), HSC Development LLC, a Delaware limited liability company having a place of business at 3003 E. Third Avenue, Suite 201, Denver, CO 80206 ("HSC"), and James A. Harris, MD, an individual having an address of [***] ("Harris") have entered into a certain Licensing Agreement in which HSC and Harris granted an exclusive license to Restoration to certain patents in a particular Field of Use,

WHEREAS HSC, Harris, and Restoration desire to enjoy the commercial and legal rights and privileges associated with the aforesaid patents,

WHEREAS HSC, Harris, and Restoration have a common interest in exchanging information to enforce these legal rights and privileges, and in the exchange of all such information that may be relevant in the pursuit of these legal rights and privileges,

WHEREAS the parties are represented by legal counsel for enforcing these rights and privileges, and the sharing of relevant information is in the parties' common interest reasonably necessary to achieve the purpose for which their attorneys were engaged.

JOINT AGREEMENT

1. Definitions shall be as set forth in the Licensing Agreement, with additional definitions, for purposes of this Joint Defense and Enforcement Agreement only, being:

1.1 "**Joint Agreement**" shall mean this Joint Defense and Enforcement Agreement.

1.2 "**Information**" means any information, written or oral, including, but not limited to: documents, electronic data, emails, telephone logs, conversations, memos, opinions, analysis, reports, annotations or comments, and tests.

1.3 "**Shared Information**" means Information possessed by a Party as a result of the gathering or transfer of Information under this Joint Agreement that, as to a Party, either individually or jointly, is subject to attorney client privilege or attorney work product.

1.4 "**Parties**" means HSC, Harris, and Restoration, and attorneys, agents, employees, consultants, or representatives thereof, and combinations of the same.

1.5 "**Party**" means an entity that is one of the Parties.

1.6 "**Counsel**" means an attorney or an agent for an attorney.

1.7 "**Common Interest**" means a common legal interest formed between Parties, either before or after the execution of the Joint Agreement, including, but not limited to, attorney-client privilege, attorney work product, joint defense privilege, and/or joint attorney work product.

2. Confidentiality

2.1 Duration. All Shared Information disclosed by a Party pursuant to this Agreement will be held to be confidential by the other Parties as long as necessary to effectuate the purposes of this Joint Agreement and/or preserve the confidentiality of Shared Information.

2.2 Limited Disclosure. Counsel for Parties will be directed to limit disclosure of Shared Information disclosed pursuant to this Joint Agreement to attorneys and agents for the attorneys that are actually using the Information for legal representation of a client.

3. Joint Defense. The Parties agree to cooperate with respect to the sharing of Information as necessary to defend a patent application or patent that is the subject of a license from HSC and/or Harris to Restoration.

4. Joint Enforcement. The Parties agree to cooperate with respect to the sharing of Information as necessary to enforce a patent application or patent that is the subject of a license from HSC and/or Harris to Restoration.

5. Information related to other matters. The Parties agree to cooperate with respect to the sharing of Information as necessary to accomplish their mutual purposes, and recognize that the scope of discovery and additional legal claims that may be litigated in association with the matters described herein may require disclosure of Information not directly related to patent matters.

6. Cooperation in Litigation. HSC, Harris, and Restoration agree to cooperate in Litigation as set forth in Section 4.3 of the Licensing Agreement.

7. Disclaimers and Waivers.

7.1 Attorney-client relationships. Attorney-client relationships will not be created by a Common Interest. An attorney-client relationship may be formed between a Party and a Counsel before formation of a Common Interest, or by a writing executed by a Counsel and by a Party after formation of a Common Interest. Each Party is represented solely by their own Counsel, unless otherwise specifically agreed in writing.

7.2 Disqualification Waiver. Information shared pursuant to this Joint Agreement will not be a basis for disqualifying representation of a Party to this Joint Agreement by a particular attorney or law firm that is otherwise in conformance with this Joint Agreement and applicable rules of professional responsibility.

7.3 Existence of Common Interest. Execution of this Joint Agreement is not an admission that a prior Common Interest does not already exist.

8. Termination and Miscellaneous Provisions.

8.1 Non-severance of Confidentiality. Confidentiality terms of this Joint Agreement shall survive its termination.

8.2 Settlement. Settlement of a legal claim by a Party is not a basis for disclosing Shared Information.

8.3 Prior Written Consent. This Joint Agreement may not be assigned by either party without the prior written consent of the non-assigning party, except to a third party that succeeds to all or substantially all of the assigning party's business or assets relating to this Joint Agreement whether by sale, merger, operation of law or otherwise; provided that such assignee or transferee promptly agrees in writing to be bound by the terms and conditions of the Joint Agreement.

8.4 No Joint Venture. Nothing contained herein shall be construed as giving rise to joint venture, partnership or other form of business organization.

8.5 Written Notices. All notices given hereunder shall be in writing and sent by certified mail, return receipt requested, addressed as provided above, provided that a party may change its address for notice by notice thereof.

8.6 Invalidity of Provisions. In the event any provision of this Agreement shall be held to be invalid or unenforceable in whole or in part, the remainder of this Joint Agreement shall not be affected thereby and shall remain in full force and effect, and such invalid or unenforceable provision shall be enforced to the maximum extent permissible.

/s/ Jim McCollum
Jim McCollum
Chief Executive Officer
Restoration Robotics, Inc.

/s/ James A. Harris
James A. Harris, MD
President
HSC Development, LLC

/s/ James A. Harris
James A. Harris, MD

Exhibit 10.8

Confidential Portions of this Exhibit marked as [***] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

FIRST AMENDMENT

TO HARRIS/HSC LICENSE AGREEMENT

This First Amendment to Harris/HSC License Agreement between Restoration Robotics, Inc., James A. Harris, MD and HSC Development LLC (the "First Amendment to License Agreement") is made effective as of January 5, 2009 (the "Effective Date of the First Amendment to License Agreement").

RECITALS

Restoration Robotics, Inc. ("Restoration"), James A. Harris, MD ("Harris"), and HSC Development LLC ("HSC"), have entered into a License Agreement dated as of July 25, 2006 (the "License Agreement").

Restoration and Harris have entered into a consulting agreement dated July 25, 2006 (the "Consulting Agreement") that was first amended effective as of November 3, 2008 and is being concurrently amended by the Second Amendment effective as of the Effective Date of this First Amendment to License Agreement (cumulatively the "Amended Consulting Agreement").

The Restoration, HSC, and Harris each desire to modify and extend the term of the License Agreement to be consistent with the Amended Consulting Agreement and to accurately reflect their current business relationships.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other consideration contained herein and in the Amended Consulting Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Modification of License Agreement. Restoration, HSC and Harris each agree to modify the License Agreement as follows:

Subsection 1.2 "Field of Use"

Definition of the "Field of Use" is replaced with the following:

"**1.2** "**Field of Use**" means the research, design, development, manufacturing and commercialization of products, devices, methods and technologies for performing hair removal and implantation (including transplantation) procedures using a computer controlled (e.g., robotic) system in' which a needle or other device carried on a mechanized arm is oriented to a follicular unit for extraction of same, or to an implant site for implantation of a follicular unit, or some combination thereof. For purposes of clarity, the Field of Use does not include devices or methods using hand-held means for needle or device orientation, extraction, harvesting or implantation of follicular units, such as by holding a device in the hand and activating the device by hand or foot pedal (e.g., buttons, levers, pistol grip-pushrods, foot pedals, etc.)"

Subsection 1.4 “Licensed Patents”

Definition of the “Licensed Patents” is replaced with the following:

“1.4. “Licensed Patents” means (i) any patents and patent applications naming Harris as an inventor and filed at any time on or before July 25, 2006, and (ii) any patents and patent applications naming Harris as an inventor and filed after July 25, 2006 during the term of the Amended Consulting Agreement or [***], whichever is [***], and as well as (iii) all foreign counterparts thereto, and (iv) any U.S. or foreign, substitute, continuation, continuation-in-part, divisional reexamination, or reissue thereof. Without any limitation on the foregoing, the Licensed Patents include, but are not limited to, [***], as well as any patents and patent applications claiming priority thereto or to [***]. Licensed Patents shall not include any patents and patent applications that Harris has assigned [***] to Restoration under the Amended Consulting Agreement. As between Harris and Restoration, any such patents and patent applications assigned [***] to Restoration are owned by Restoration and are not subject to any terms or restrictions of this License Agreement.”

Section 5.0 Conversion to Non-Exclusive.

The term of the License Agreement has been extended and Section 5.0 has been replaced with the following:

“5.0 [***].

5.1 [***]. If, by [***] has [***], the [***] will [***], and [***]. It is not required under this Section 5.0 that [***]**.”**

No Further Amendments. Except as expressly set forth in this First Amendment, the License Agreement shall remain unmodified and in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the License Agreement, the terms and provisions of this Amendment shall govern and control.

Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

Advice of Counsel. EACH PARTY ACKNOWLEDGED THAT, IN EXECUTING THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT. THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this First Amendment as of the date first above written.

RESTORATION ROBOTICS, INC.

By: /s/ Jim McCollum
Name: Jim McCollum
Title: CEO

HSC DEVELOPMENT, L.L.C.

By: /s/ James Harris, M.D.
Name: James Harris, M.D.
Title: President

HARRIS

By: /s/ James Harris, M.D.
Name: James Harris, M.D.

Exhibit 10.9

Confidential Portions of this Exhibit marked as [***] have been omitted pursuant to a request for confidential treatment and have been filed separately with the Securities and Exchange Commission.

SECOND AMENDMENT
TO HARRIS/HSC LICENSE AGREEMENT

This Second Amendment to Harris/HSC License Agreement between Restoration Robotics, Inc., James A. Harris, M.D. and HSC Development LLC (the "Second Amendment to License Agreement") is made effective as of February 23, 2015.

RECITALS

Restoration Robotics, Inc. (the "Restoration"), James A. Harris, M.D. ("Harris") and HSC Development LLC ("HSC") have entered into a License Agreement dated as of July 25, 2006 and subsequently amended on January 5, 2009 (collectively the "License Agreement");

The Restoration, HSC and Harris each desire to modify the License Agreement to accurately reflect their current business arrangement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Modification of License Agreement. Restoration, HSC and Harris each agree to modify the License Agreement as follows:

Section 4.1 Restoration's Right of Patent Enforcement in Field of Use.

Section 4.1 is hereby deleted and replaced with the following:

"Section 4.1 Restoration's Right of Patent Enforcement.

(a) [***], Restoration and its Affiliates (collectively "Restoration" for the remainder of this Section 4.0) shall have the right but not the obligation to bring suit against third parties who infringe a Licensed Patent in the Field of Use in its own name and on its own behalf. In addition, for any Licensed Patent resulting from a patent or patent application that HSC and/or Harris (as may be applicable) decides not to continue patent prosecution, appeal or maintenance per Section 6.0 below and for which Restoration decides at its option and sole discretion to continue prosecution, appeal or maintenance (including but not limited to [***]), Restoration shall have the right but not the obligation to bring suit against third parties who infringe such Licensed Patent in any field of use in its own name and on its own behalf.

(b) Harris and HSC shall have the first right, but not the obligation, to enforce the Licensed Patents against any third party infringing in any field other than the Field of Use. Upon learning of such infringement of any Licensed Patent by third parties in any field other than the Field of Use, Harris and/or HSC shall inform Restoration in writing of that fact, and within [***] ([***]) days after learning of such possible infringement shall notify Restoration of its decision whether to pursue any infringement suit against such third party. In the event that Harris and/or HSC fails or decides not to enforce such Licensed Patent within the above-mentioned [***] ([***]) days, Restoration shall have the right, but not the obligation to bring suit against third parties who infringe such Licensed Patent in the field other than the Field of Use in its own name and on its own behalf.

(c) Before communicating to any third party about the possible infringement of a Licensed Patent including serving a complaint filed in any court on such third party alleging infringement of a Licensed Patent per subsections (a) and (b) above, Restoration must first notify HSC and/or Harris, as applicable, in writing. Harris and/or HSC shall supply Restoration with any evidence (e.g., data, records, samples or the like) available in its possession and control pertaining to the third party infringement, including both enforcement and potential defense of such Licensed Patent. If so requested, Restoration, HSC and/or Harris agree to enter into a Joint Defense and Prosecution Agreement, the same or substantially similar to that provided in Exhibit B, for the purpose of allowing the respective parties to share confidential and attorney-client privileged information regarding the possible infringement of one or more Licensed Patents by third parties.

Section 4.4 Settlement.

Section 4.4 is hereby deleted and replaced with the following:

"Section 4.4 Settlement. Restoration agrees to not settle any suit or other enforcement, defense or maintenance action brought by Restoration against a third party pursuant to Section 4.1 without the prior written consent of HSC and/or Harris, as applicable, [***]. However, for settlement of those Licensed Patents resulting from a patent or patent application that HSC and/or Harris decides not to continue patent prosecution, appeal or maintenance per Section 6.0 below and for which Restoration decides at its option and sole discretion to continue prosecution, appeal or maintenance (as stated in Section 4.1(a) above), Restoration is not required to obtain any prior written consent of HSC and/or Harris. HSC and Harris each agrees to not enter into any agreement or make any binding statement [***] that [***] impact on the scope, validity, or enforceability of a Licensed Patent, without the prior written consent of Restoration, [***].

2. No Further Amendments. Except as expressly set forth in this Second Amendment to License Agreement, the License Agreement shall remain unmodified and in full force and effect (including any Exhibits thereto). In the event of any conflict, ambiguity or inconsistency between the terms and provisions of this Second Amendment to License Agreement and the terms and provisions of the License Agreement, the terms and provisions of this Second Amendment to License Agreement shall govern and control.

3. Counterparts. This Second Amendment to License Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument.

4. Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN ENTERING INTO AND EXECUTING THIS SECOND AMENDMENT TO LICENSE AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS SECOND AMENDMENT TO LICENSE AGREEMENT. THIS SECOND AMENDMENT TO LICENSE AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Second Amendment to License Agreement as of the date first above written.

RESTORATION ROBOTICS, INC.

By: /s/ Jim McCollum
Name: Jim McCollum
Title: President and CEO

HSC DEVELOPMENT LLC

By: /s/ James Harris, M.D.
Name: James Harris, M.D.
Title: President

JAMES A. HARRIS, M.D.

By: /s/ James Harris, MD
Name: James Harris, M.D.