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As filed with the Securities and Exchange Commission on December 22, 2015

Registration No. 333-

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

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PULSE BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Nevada	3841	46-5696598
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

849 Mitten Road, Suite 104
Burlingame, California 94010

(650) 697-3939
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Darrin R. Uecker
President and Chief Executive Officer
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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

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" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if a smaller reporting company)	Smaller reporting company	☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price (1)(2)	Amount of Registration Fee
Common Stock, $0.001 par value per share	$23,000,000	$2,316.10
Underwriter Warrant (3)(4)(5)	$1,000	—
Shares of Common Stock underlying the Underwriter Warrant	$2,760,000	$277.94
Total filing fee, to be paid		**$2,594.04**

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the aggregate offering price of additional shares represented by the underwriter option to purchase to cover over-allotments, if any.
(3) No registration fee required pursuant to Rule 457(g) under the Securities Act of 1933.
(4) Registers a warrant to be granted to the underwriter, or its designees, for an amount equal to 10% of the number of the shares sold to the public. See "Underwriting" on page 86 of the prospectus contained within this registration statement for information on underwriting arrangements relating to this offering.
(5) Pursuant to Rule 416 under the Securities Act of 1933, this registration statement shall be deemed to cover the additional securities (i) to be offered or issued in connection with any provision of any securities purported to be registered hereby to be offered pursuant to terms which provide for a change in the amount of securities being offered or issued to prevent dilution resulting from stock splits, stock dividends, or similar transactions and (ii) of the same class as the securities covered by this registration statement issued or issuable prior to completion of the distribution of the securities covered by this registration statement as a result of a split of, or a stock dividend on, the registered securities.

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 Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. THESE SECURITIES MAY NOT BE SOLD UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND WE ARE NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED DECEMBER 22, 2015

5,000,000 Shares of Common Stock

PULSE BIOSCIENCES, INC.

We are offering 5,000,000 shares of common stock on a firm commitment basis. This is an initial public offering of our common stock, and currently there is no public market for our common stock. The initial public offering price is $4.00 per share. We plan to apply for listing of our common stock on the Nasdaq Capital Market under the symbol “ .” We expect that listing to occur upon consummation of this offering. If our application to the Nasdaq Capital Market is not approved or if we otherwise determine that we will not be able to secure the listing of our common stock on the Nasdaq Capital Market, we will not complete the offering.

MDB Capital Group, LLC is acting as the underwriter for our initial public offering. MDB Capital Group, LLC provided placement agency services and consulting services to us in the past. If we sell all of the common stock we are offering, we will pay to the underwriter $2,000,000, or 10%, of the gross proceeds of this offering and a non-accountable expense allowance of $160,000. In connection with this offering, we have also agreed to issue to the underwriter a warrant to purchase shares of our common stock in an amount up to 10% of the shares of common stock sold in the public offering, with an exercise price of $4.80, equal to 120% of the per-share public offering price. For a more complete discussion of the compensation we will pay to the underwriter, please see the section of this prospectus titled “Underwriting.”

We are an “emerging growth company” under the federal securities laws, and we will have the option to use reduced public company reporting requirements. Please see “Risk Factors” beginning on page 10 to read about certain factors you should consider before buying our securities.

Neither the Securities and Exchange Commission nor any other regulatory body has approved or disapproved these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Price to Public	Underwriting Discounts and Commissions (1)	Proceeds to Company
Per Share	$ 4.00	$ 0.40	$ 3.60
Total Offering	$20,000,000	$ 2,000,000	$18,000,000

(1) See “Underwriting” for a description of the compensation payable to the underwriter. Excludes a non-accountable expense allowance of $160,000 payable to the underwriter and the fee of $125,000 payable to Feltl and Company, Inc., the qualified independent underwriter.

The underwriter may purchase an additional 750,000 shares of our common stock amounting to 15% of the number of shares offered to the public, within 45 days of the date of this prospectus, to cover over-allotments, if any, on the same terms set forth above.

The underwriter expect to deliver the shares on or about , 2015.

MDB Capital Group, LLC

The date of this prospectus is , 2016

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Neither we nor the underwriter have authorized anyone to provide any information or make any representations other than those contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. Neither we nor the underwriter take responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the common stock.

Through and including , 2016 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.

For investors outside of the United States: Neither we nor the underwriter have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. Persons outside the United States are required to inform themselves about, and to observe any restrictions relating to, this offering and the distribution of this prospectus outside of the United States.

PROSPECTUS SUMMARY

Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described herein, together with all of the other information in this prospectus, including our consolidated financial statements and related notes, before investing in our common stock. If any of the risks materialize, our business, financial condition, operating results and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment.

Our Company

Overview

We are a development stage medical device company using a novel and proprietary platform technology called Nano-Pulse Electro-Signaling or NPES. NPES is a local and drug-free technology that utilizes nanosecond pulsed electric fields to induce cell signaling and the activation of cellular pathways in tissue. We believe that NPES can induce a variety of cellular responses including secretion, apoptosis and necrosis by modulating the NPES pulses, making it applicable to a wide variety of cell types and therapeutic applications. One of the more promising applications of NPES is the treatment of solid tumors, where pre-clinical data have shown that NPES provides effective local tumor control and initiates an adaptive immune response with a vaccine-like effect by inducing immunogenic apoptosis of the cells. We believe we will establish NPES as a new treatment modality across a variety of applications, including oncology, dermatology and other minimally invasive applications where current ablation modalities do not provide the benefits of NPES.

The NPES pulses are applied directly to tissue, creating a transient opening of small pores in cell and organelle membranes. We have found that by controlling this disruption of the cellular organelles, we can direct the cellular response quite specifically.[1, 2, 3, 4, 5, 6] For the treatment of cancer we believe that we can trigger a signaling cascade within the tumor cells that ends in immunogenic apoptosis. Immunogenic apoptosis is a process in which cells are induced to die in a natural way, initiating their own programmed cell death, engaging the immune system to clear damaged, diseased, or aged cells and enrolling cytotoxic T cells to recognize and eliminate cells of the same tumor type. We believe we are the only medical device company with the intellectual property, technology, and know how to be able to produce this natural cell death using NPES to initiate cell signaling that induces the targeted adaptive immune response.

Many other medical device companies produce products for ablating tumors using a number of different modalities, including the use of extreme heat (radiofrequency, microwave or electrocauterization) or cold (cryoablation), or electric fields with much longer pulses (irreversible electroporation), and high energy radiation.

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1 Sun Y, Vernier PT, Behrend M, Wang J, Thu MM, Gundersen M, and Marcu L. Fluorescence microscopy imaging of electroperturbation in mammalian cells. *J Biomed Opt* 2006; 11(2):024010.

2 Walker K III, Pakhomova ON, Kolb JF, Schoenbach KH, Stuck BE, Murphy MR, and Pakhomov AG. Oxygen enhances lethal effect of high-intensity, ultra-short electrical pulses. *Bioelectromagnetics J* 2006;27: 221–225.

3 Vernier PT, Ziegler MJ, Sun Y, Chang WV, Gundersen MA, Tieleman DP. Nanopore formation and phosphatidylserine externalization in a phospholipid bilayer at high transmembrane potential. *J Am Chem Soc* 2006; 128 (19): 6288-9.

4 Nuccitelli R, Chen X, Pakhomov AG, Baldwin WH, Sheikh S, Pomicter JL, Ren W et al. A new pulsed electric field therapy for melanoma disrupts the tumor's blood supply and causes complete remission without recurrence. *Int'l J Cancer* 2009; 125: 438–445.

5 Ren W, Sain NM, Beebe SJ. Nanosecond pulsed electric fields (nsPEFs) activate intrinsic caspase-dependent and caspase-independent cell death in Jurkat cell. *Biochem Biophys Res Comm* 2012; 421: 808-812.

6 Chen R, Sain NM, Harlow KT, Chen YJ, Shires PK, Heller R, Beebe SJ. A protective effect after clearance of orthotopic rat hepatocellular carcinoma by nanosecond pulsed electric fields. *European Journal of Cancer* 2014; 5 (15):2705-2713.

The use of these modalities generally leads to cellular necrosis. We believe NPES differs significantly as it offers a non-thermal and non-ionizing ablative technology that can be selectively tuned to induce apoptosis, reducing the potential for inflammation and collateral damage to surrounding tissue. We believe that this less destructive approach lends itself to a number of applications including tumors which would otherwise be inoperable because of proximity to critical structures.

The discovery of NPES was first documented in 2001.[7] Scientists at different institutions, including universities and research institutes, have studied this technology and, to date, over 60 publications elucidate the cancer treatment effects on a wide variety of cancer cell lines and animal tumor models. The research at these institutions has been funded by grants from the National Institutes of Health (NIH) Small Business Innovation Research (SBIR), Department of Defense (DOD), Commonwealth of Virginia, Air Force of Scientific Research and the Army Research Office and Multidisciplinary University Research Initiative (MURI). Pulse Biosciences was established to be a single, consolidated entity combining of the efforts of all the different entities working on NPES into one technology and intellectual property platform.

Applications

Oncology

Cancer affects millions of people globally. In 2015, it is estimated that there will be approximately 1,700,000 new cases of cancer diagnosed in the United States alone and approximately 600,000 will die from this disease according to the American Cancer Society (2015).[8] According to a report by the IMS Institute for Healthcare Informatics (2014),[9] the global cancer drug market was forecasted to be $100 billion in 2014.

We believe NPES may serve an important role in cancer treatment and can offer a minimally invasive method to eliminate cancerous or diseased tissue while stimulating an adaptive immune response that could have a positive effect in cancer eradication and recurrence. We believe that our technology may offer a unique option for clinicians in treating inoperable tumors in the liver, pancreas and lungs, because NPES spares critical structures including nerves and vessels[10] allowing for tumor removal in otherwise inoperable situations.

Our strategy is to seek 510(k) clearance for our system for soft tissue ablation from the United States Food and Drug Administration (FDA), for which we believe there are clear regulatory predicates. This would give clinicians the option to use the system to ablate soft tissue where they believe it might be of benefit. We plan to conduct post-market studies to demonstrate improved clinical outcomes that we believe will lead to specific indications and drive wider adoption. In addition, we plan to conduct clinical studies in multiple cancer indications to understand the synergy of the technology when used in combination with other cancer therapies. Although these additional indications may be cleared through the 510(k) process as well, we may be required to pursue Premarket Approval (PMA) from the FDA to make label claims for specific cancer indications.

Pre-clinical studies have suggested a targeted adaptive immune response.[11] Immunotherapy has started to gain attention as more information has been collected about how our own immune system is designed to target and kill abnormal cells. Better understanding of the multiple mechanisms by which cancer or precancerous cells can evade the immune system has helped researchers develop drugs targeting immune inhibitors or stimulating

[7] Schoenbach KH, Beebe SJ, Buescher ES. Intracellular effect of ultra-short pulses. *Bioelectromagnetics J*. 2001; 22: 440–448.

[8] American Cancer Society, (2015). Cancer Facts and Figures 2015. Atlanta, GA, USA.

[9] IMS Institute for Healthcare Informatics, (2014) Global Outlook for Medicines Through 2018. Parsippany, NJ, USA.

[10] See figure 4 in Nuccitelli R, Tran K., Sheikh S., et al. (2010) Optimized nanosecond pulsed electric field therapy can cause murine malignant melanomas to self-destruct with a single treatment. *Int'l. J. Cancer* 127:1727-1736.

[11] Nuccitelli, R., Berridge,J.C., Mallon, Z., et al. (2015) Nanoelectroablation of Murine Tumors Triggers a CD8-Dependent Inhibition of Secondary Tumor Growth. *PLos One* 10(7):e0134364.

T cells. Currently, approved treatments focus on stimulating the immune system in a global way, which can lead to significant side effects including autoimmune diseases. There are currently wide ranging efforts to develop new therapies that can locally target tumors and activate the immune system to attack the cancer.

We believe that the adaptive immune system can be targeted to a specific pathogen/tumor and may provide prolonged protection. A subset of white blood cells, cytotoxic T cells, are responsible for eliminating virus infected, aged, diseased, or dysfunctional cells including cancerous cells. Our pre-clinical data suggest that NPES may be able to initiate the production of cytotoxic T cells that recognize specific tumor cells by means of labeling the cell for immunogenic apoptosis. Based on over 15 years of research, we believe that this technology has the potential to significantly impact how cancer is treated.

Selected Pre-Clinical Oncology Research Results:

- *NPES demonstrated vaccine-like effects after NPES treatment was applied to hepatic carcinomas in animal models.* Chen et al. established an orthotopic hepatocellular carcinoma (HCC) model in rats.[12] Rats with successfully ablated tumors failed to re-grow tumors when implanted in the same or different liver lobe that harbored the original tumor.
- *Pulse Biosciences replicated this immuno-protection result in another rat strain and also demonstrated that this protection requires the presence of cytotoxic T cells ($CD8^+$)* – indicating that NPES triggers an adaptive immune response.
- *Another important result reported by Pulse Biosciences was the vaccine-effect of NPES-treated tumor cell lines.* Pulse Biosciences demonstrated for the first time that NPES-treated fibrosarcoma cells could be used as a vaccine to protect mice against fibrosarcoma allografts.[13]

Dermatology/Aesthetics

We believe NPES can provide better treatment results in a variety of dermatology and aesthetic applications. Current dermatology procedures involve either surgery or the use of heat, cold or chemicals to eliminate unwanted skin tissue. Instant cell death by extreme damage puts the body into crisis and initiates a wound-healing inflammatory response, including formation of new collagen; this usually leaves scar tissue behind. NPES clears unwanted tissue over the course of several days after treatment by a method of natural cell death, which we believe can have better aesthetic outcomes, especially when treating deeper skin lesions. For conditions such as warts, where the underlying cause is due to the human papilloma virus (HPV), we believe the immune response characteristics of NPES might be important for improved treatment and efficacy.

The global dermatology device market is expected to reach $11 billion in 2019 according to *Markets and Markets* (M&M 2015).[14] We have encouraging early clinical data suggesting NPES may be effective in treating basal cell carcinoma (BCC),[15] and warts.

Basal cell carcinoma is one of the most common types of skin cancers. A typical treatment today is Mohs surgery where layers of the skin are removed until the cancer is cleared, often followed by reconstructive plastic

12 Chen R, Sain NM, Harlow KT, Chen YJ, Shire PK, Heller R, Beebe SJ. A protective effect after clearance of orthotopic rat hepatocellular carcinoma by nanosecond pulsed electric fields. *Eur J Cancer* 2014; 50(15): 2705-13.

13 Nuccitelli R, Berridge JC, Mallon Z, Kreis M, Athos B, Nuccitelli P. Nanoelectroablation of murine tumors triggers a CD8-dependent inhibition of secondary tumor growth. *PLoS ONE* 2015; 10(7): e0134364.

14 Markets and Markets, (2015). Dermatology Devices Market by Diagnostic Devices (Dermatoscope, Microscope, Imaging Techniques), Treatment Devices (Liposuction, Microdermabrasion, Lasers) & by Application (Cancer Diagnosis, Acne, Psoriasis, Hair Removal) – Global Forecast to 2019. USA.

15 Nuccitelli R, Wood R, Kreis M, Athos B, Huynh J, Lui K, Nuccitelli P, Epstein EH Jr. First-in-human trial of nanoelectroablation therapy for basal cell carcinoma: proof of method. *Exp Dermatol* 2014; 23(2): 135-7.

surgery. NPES has been used to treat BCC. With NPES, fine needle electrodes are inserted into the skin and high voltage nanosecond electric pulses are delivered to the growth or lesion in a procedure that has the potential to be less complicated than the current standard of care with an improved aesthetic outcome. If the immunologic effects of NPES seen in animal tumor studies also apply to BCC in humans, it has the potential to be more selective and more effective than Mohs surgery as well.

Minimally Invasive Ablation Applications

We believe that the use of energy to ablate tissue in hard-to-reach areas of the body is widely established. NPES offers a new mechanism to eliminate unwanted tissue that we believe is more predictable, uniform and results in minimal collateral damage. We believe that these benefits can be important to several minimally invasive applications such as:

- cardiac ablation;
- lung disease;
- Barret's esophagus;
- ear nose and throat (ENT) papillomas; and
- thyroid nodules.

Veterinary Applications

We believe NPES can offer a practical approach to veterinary oncology and could provide a novel treatment in a minimally invasive modality that provides better quality of life for pets in a cost-effective manner.

It is estimated that, in 2014, $15 billion dollars were spent on veterinary care.[16] In a 2010 poll by the Associated Press,[17] 35% of pet owners indicated that they would be willing to spend upwards to $2,000 for a serious medical condition of their pet. Many of the ailments that animals suffer from are similar to human diseases or conditions. It is estimated that 50% of dogs over the age of 10 will develop a form of cancer.[18]

We believe that addressing the veterinary oncology market is attractive because:

- large animal data might yield information on the novel biological effects of NPES on tumors, especially confirmation of the adaptive immune response, which will help with translational applications to humans;
- this market might offer a faster path to commercialization because the regulatory pathway for veterinary medical devices is less challenging than for humans; and
- the market for veterinary care is large and continues to grow.[19]

Our Strategy

We have brought together several different entities working on nanosecond pulsed electric fields and now own or have licensed 34 issued patents and 33 applications pending worldwide on the technology. Our broad

16 American Pet Products Association, (2014). Pet Industry Market Size & Ownership Statistics. U.S. Pet Industry Spending Figures & Future Outlook. CT, USA.
17 Associated Press, (2010). Associated Press-Petside.com poll conducted by GfK Roper Public Affairs & Media. USA
18 The Veterinary Cancer Center (2015). Pet Cancer Awareness. CT. USA.
19 American Pet Products Association, (2014). Pet Industry Market Size & Ownership Statistics. U.S. Pet Industry Spending Figures & Future Outlook. CT, USA.

platform with strong IP protection and unique technology allows us to follow a strategy focused on value creation and dilution minimization. Our strategy is to:

- develop a general purpose NPES platform for use across a broad array of applications;
- pursue 510(k) clearance from the FDA for general soft tissue ablation followed by post-market studies to show improved clinical outcomes across a number of indications;
- develop novel cancer treatments using combination therapies; and
- pursue partnership opportunities with other companies interested in applying this platform technology to their area of expertise.

2014 Business Combination and Private Placement

On November 6, 2014, we completed a business combination transaction that was a technology "roll-up" in the area of nanosecond pulsed electric fields for biomedical applications. In the combination transaction Pulse Biosciences acquired ThelioPulse, Inc. ("TPI" or "ThelioPulse"), BioElectroMed, Corp. ("BEM"), and NanoBlate Corp. ("NB"). BEM and NB were related entities with similar ownership. As part of the combination transaction, we entered into a license agreement with Old Dominion University Research Foundation ("ODURF") and Eastern Virginia Medical School ("EVMS") as co-licensors and amended a license agreement with the Alfred E. Mann Institute for Biomedical Engineering at the University of Southern California ("AMI-USC") and the University of Southern California ("USC").

ThelioPulse was incorporated in 2012 as a spin-out from AMI-USC for the purpose of developing and commercializing the nanosecond pulse electric field technology for dermatological applications.

BEM was founded in 2000 and operated largely on grants awarded by the NIH to conduct research and develop devices to provide health benefits utilizing bioelectric technology. NBC was a spin-out from BEM that contained the nanosecond pulse technology and relevant intellectual property.

The NPES technology we use was originally discovered at the Frank Reidy Research Center for Bioelectrics at Old Dominion University ("Frank Reidy Center"). The center continues to be highly active in sub-microsecond electric pulse research. Pulse Biosciences believes that the work of the center will continue to be important to its own research and development activities, and we plan to continue to collaborate with the center in its work under the terms of a research funding agreement.

The consideration for the acquisitions of ThelioPulse, BEM, NB and the AMI-USC, USC and ODURF/EVMS licenses was an aggregate of 3,444,198 shares of our common stock.

At the same time as the business combination of the ThelioPulse, BEM and NB with Pulse Biosciences was concluded, in November 2014, we issued 2,996,253 shares of our common stock in a private placement to accredited investors for gross proceeds of $7,999,998, at a price per share of $2.67.

Risks Related to Our Business

Our business is subject to numerous risks, many of which are discussed in the section entitled "Risk Factors" set forth in this prospectus summary. Some of these risks include:

- since we have a limited operating history, it is difficult for potential investors to evaluate our business and its financial prospects;
- we are a development stage company, have not yet commenced revenue producing operations and may never achieve or maintain profitability;

- we anticipate needing additional financing in addition to the proceeds of this offering to execute our business plan and fund operations over the next several years, which additional financing may not be available on reasonable terms or at all;
- our proprietary technologies and processes are not yet verified on a commercial scale or in a commercial market;
- we have the right to use various patents under our license agreements and we have obtained some patents that may be required to protect our intellectual property, but there is no assurance that these will not be challenged or otherwise limited;
- we have applied for and will apply for additional patents for our proprietary technologies or processes, but there is no assurance that we will be able to obtain all the patents we believe will be necessary to protect our potential products;
- some of our fundamental intellectual property is the subject of license agreements, which if not maintained could have a material adverse impact on our ability to research, develop and ultimately market our anticipated products;
- our proprietary rights and the proprietary rights under our license agreements may be difficult to enforce, which could enable others to copy or use aspects of our solution without compensating us, thereby eroding our competitive advantages and harming our business;
- we may be subject to intellectual property rights claims by third parties, which are extremely costly to defend, could require us to pay significant damages and could limit our ability to use certain technologies;
- our business strategy includes product licensing arrangements and entering into joint ventures and strategic alliances, and our failure to successfully integrate such licensing arrangements, joint ventures or strategic alliances into our operations could adversely affect our business;
- our success is dependent on commercial acceptance and the availability of reimbursement from third party insurers, which we cannot currently predict;
- our success we will require timely expansion of our operations and if we are unable to manage future expansion effectively, our business, operations and financial condition may suffer significantly, resulting in decreased productivity; and
- our products will require testing in medical trials and receipt of government approvals prior to marketing, and compliance with continued government regulation, which if not obtained or complied with will adversely affect our business prospects.

Before making an investment in our common stock, you should review the discussion of risk about our business set forth in the section titled “Risk Factors” in this prospectus.

Corporate Information

Pulse Biosciences, Inc. was incorporated in Nevada on May 19, 2014, under the name “Electroblate, Inc.” On December 8, 2015, we changed our name to “Pulse Biosciences, Inc.” Our offices are located at 849 Mitten Road, Suite 104, Burlingame, California 94010 and our telephone number is (650) 697-3939. Our website is www.pulsebiosciences.com. Information contained in, or accessible through, our website does not constitute part of this prospectus and inclusions of our website address in this prospectus are inactive textual references only.

Unless otherwise indicated, the terms “Pulse Biosciences,” “company,” “we,” “us,” and “our” refer to Pulse Biosciences and its wholly-owned subsidiaries, BioElectroMed Corp., a California corporation, and NanoBlate Corp., a Delaware corporation.

We use “Pulse Biosciences,” “Pulsecure®,” “Nanoblate®” and “Electroblate” as our trademarks, and we have been granted trademarks or have trademark applications on file for these with the United States Patent and Trademark Office. As we develop our business, we will add trademarks to our portfolio of intellectual property. This prospectus contains additional trade names, trademarks and service marks of ours and of other companies. We do not intend our use or display of other companies’ trade names, trademarks, or service marks to imply a relationship with these other companies, or endorsement or sponsorship of us by these other companies. Other trademarks appearing in this prospectus are the property of their respective holders.

Emerging Growth Company

The Jumpstart Our Business Startups Act, or the JOBS Act, was enacted in April 2012 with the intention of encouraging capital formation in the United States and reducing the regulatory burden on newly public companies that qualify as “emerging growth companies.” We are an emerging growth company within the meaning of the JOBS Act. As an emerging growth company, we may take advantage of certain exemptions from various public reporting requirements, including the requirement that our internal control over financial reporting be audited by our independent registered public accounting firm pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, certain requirements related to the disclosure of executive compensation in this prospectus and in our periodic reports and proxy statements, and the requirement that we hold a nonbinding advisory vote on executive compensation and any golden parachute payments. We may take advantage of these exemptions until we are no longer an emerging growth company.

We will remain an emerging growth company until the earliest to occur of (1) the last day of the fiscal year in which we have $1.0 billion or more in annual revenue; (2) the date we qualify as a “large accelerated filer,” with at least $700 million of equity securities held by non-affiliates; (3) the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities; or (4) the last day of the fiscal year ending after the fifth anniversary of our initial public offering.

For certain risks related to our status as an emerging growth company, see the disclosure elsewhere in this prospectus under “Risk Factors – Risks Related to this Offering and Owning Our Common Stock – We are an ‘emerging growth company’ under the JOBS Act of 2012 and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors.”

The Offering

Common stock offered by us	5,000,000 shares
Common stock outstanding before this offering	7,565,451 shares
Common stock to be outstanding after this offering	12,565,451 shares
Over-allotment option offered by us	750,000 shares
Proposed NASDAQ symbol	“ ”
Use of proceeds	Ongoing research and development activities for our products and NPES technology, clinical and pre-clinical research and development with respect to applications of our NPES technology (including labor, equipment, third party development costs, and costs related to animal studies), and general corporate and working capital

The number of shares of our common stock to be outstanding after this offering is based on 7,565,451 shares of our common stock outstanding as of September 30, 2015, and excludes:

- 281,534 shares of our common stock issuable upon exercise of options granted pursuant to our 2015 Stock Incentive Plan;
- 853,284 shares of our common stock reserved for future grants pursuant to our 2015 Stock Incentive Plan, of which 187,858 shares of our common stock are to be allocated to the CEO of the company after this offering (assuming full exercise of the overallotment option), 140,672 shares were granted to the CFO when he started his employment in November 2015, and 131,482 shares were granted to employees in December 2015;
- 378,275 shares of our common stock issuable upon exercise of outstanding employment related options issued separately from the 2015 Stock Incentive Plan;
- 299,625 shares of our common stock issuable upon exercise of outstanding warrants;
- up to 750,000 shares of our common stock issuable pursuant to the underwriter over-allotment option; and
- up to 575,000 shares of our common stock issuable upon exercise of the underwriter warrant.

Except as otherwise indicated, all information in this prospectus assumes:

- no exercise of outstanding warrants or options; and
- no exercise of the underwriter over-allotment option or underwriter warrant.

Conflict of Interest

Because MDB Capital Group, LLC and its associated persons collectively, beneficially hold 1,459,370 shares of our common stock, representing 18.5% of the outstanding shares, MDB Capital Group, LLC is deemed to have a “conflict of interest” under Rule 5121 of Financial Industry Regulatory Authority Inc. Accordingly, this offering will be made in compliance with the applicable provisions of Rule 5121. The rule requires that a “qualified independent underwriter” meeting certain standards participate in the preparation of the registration

statement and prospectus and exercise the usual standards of due diligence with respect thereto. Therefore, Feltl and Company, Inc. has agreed to act as a "qualified independent underwriter," within the meaning of Rule 5121 in connection with this offering. For a more information, please see the section titled "Underwriting (Conflicts of Interest)" in the prospectus.

RISK FACTORS

Investing in our common stock involves a high degree of risk. Before investing in our common stock, you should carefully consider the risks and uncertainties described below, together with all of the other information in this prospectus, including our consolidated financial statements and related notes. If any of the following risks materialize, our business, financial condition, operating results and prospects could be materially and adversely affected. In that event, the price of our common stock could decline, and you could lose part or all of your investment.

Risks Relating to Our Business

Since we have a limited operating history and have not commenced any revenue producing operations, it is difficult for potential investors to evaluate the future of our business. We formed our corporation in May 2014 as a "roll-up" vehicle. Although the companies that we acquired in our November 2014 business combinations were already active in developing our proposed technologies, neither they before the acquisitions nor we at any time after the acquisitions have commenced revenue-producing operations. We are still in the development stage. To date, our operations on a consolidated basis have consisted of the continued development of our technologies and implementation of the early parts of our business plan. In addition, a high percentage of our expenses will continue to be fixed; accordingly, our losses may be greater than expected and our operating results will suffer. We may never achieve commercial success and continue to operate in the research and development stage, without having commercially launched any products at this time. We have limited historical financial data upon which we may base our projected revenue and base our planned operating expenses. Our limited operating history makes it difficult for potential investors to evaluate our technology or prospective operations and business prospects. As a development stage company, we are subject to all the risks inherent in the initial organization, business development, financing, unexpected expenditures, and complications and delays that often occur in a new business. Investors should evaluate an investment in us in light of the uncertainties encountered by developing companies in a competitive environment. There can be no assurance that our efforts will be successful or that we will ultimately be able to attain profitability.

Because we are in the development stage, we have been using our available capital resources for research and development, and we have not generated any revenues; therefore we may not be able to continue as a going concern. Our ability to continue as a going concern ultimately is dependent upon our generating cash flow from sales that are sufficient to fund operations or finding adequate financing to support our operations. To date, we have had no revenues and relied on equity-based financing from the sale of securities in a private placement and to our founders and related parties. Our research and development plans may not be successful in creating a marketable product, and our business plan may not be successful in achieving a sustainable business and revenues. Although we are engaged in the offering described in this prospectus, we have no arrangements in place for all the anticipated, required financing to be able to fully implement our business plan. If we are unable to continue as planned currently, we may have to curtail some or all of our business plan and operations. In such case, investors will lose all or a portion of their investment.

We anticipate needing additional financing over the longer term to execute our business plan and fund operations, which additional financing may not be available on reasonable terms or at all. As of September 30, 2015, we had total assets of approximately $15.4 million, including cash assets of approximately $4.9 million, and working capital of approximately $4.7 million. The proceeds from this offering are expected to provide capital to further develop our technologies and fund the earlier stages of our overall business plan for at least the next 12 months, but we believe we will require additional capital in the future to fully develop our technologies and potential products to the stage of a commercial launch. We cannot give any assurance that we will be able to obtain all the necessary funding that we may need. We may pursue additional funding through various financing sources, including the private sale of our equity and debt securities, licensing fees for our technology, joint ventures with capital partners and project type financing. We also may seek government based financing, such as development and research grants. There can be no assurance that funds will be available on commercially

reasonable terms, if at all. If financing is not available on satisfactory terms, we may be unable to further pursue our business plan and we may be unable to continue operations, in which case you may lose your entire investment. Alternatively, we may consider changes in our business plan that might enable us to achieve aspects of our business objectives and lead to some commercial success with a smaller amount of capital, but we cannot assure that changes in our business plan will result in revenues or maintain any value in your investment.

Our efforts may never demonstrate the feasibility of our technology. Our research and development efforts remain subject to all of the risks associated with the development of new devices and treatment modalities and related products based on the emergence of sub-microsecond electric field technology. Nano-Pulse Electro-Signaling, or NPES, technology for biomedical applications is not yet fully developed. Development of the underlying technology may be affected by unanticipated technical or other problems, among other development and research issues, and the possible insufficiency of funds needed in order to complete development of these products or devices. Safety, regulatory and efficacy issues, clinical hurdles or challenges also may result in delays and cause us to incur additional expenses that will increase our need for capital and result in additional losses. If we cannot complete, or if we experience significant delays in developing our medical devices or products for use in potential commercial applications, particularly after incurring significant expenditures, our business may fail and investors may lose the entirety of their investment.

As an investor, you may lose all of your investment. Investing in our common stock involves a high degree of risk. As an investor you may never recoup all, or even part of, your investment, and you may never realize any return on your investment.

We cannot assure you that we will generate revenue or become profitable in the future. We are a development stage medical device company, and do not expect to generate any revenues until we successfully complete development of our first potential devices and products and regulatory approval is obtained and/or commercialization commenced. Our technology is still in development and products are only proposed. We are incurring significant operating losses, and we cannot assure you that we will generate revenue or be profitable in the future. Our future products may never be approved or become commercially viable or accepted for use. Even if we find commercially viable applications for our technology, which may include licensing, we may never recover our research and development expenses.

We anticipate future losses and negative cash flow, and we are unsure when we will become profitable. We have not yet demonstrated our ability to generate revenue, and we may never be able to produce material revenues or operate on a profitable basis. We have incurred significant losses since our inception and expect to experience operating losses and negative cash flow for the foreseeable future. We expect to expend significant resources on hiring of personnel, continued scientific and product research and development, potential product testing and preclinical and clinical investigation, intellectual property development and prosecution, marketing and promotion, capital expenditures, working capital, general and administrative expenses, and fees and expenses associated with our capital raising efforts. We expect to incur costs and expenses related to consulting costs, laboratory development costs, hiring of scientists, engineers, science and other operational personnel, and the continued development of relationships with strategic partners. We anticipate our losses will continue to increase from the current levels during our development stages.

We currently do not have, and may never develop, any FDA approved or commercialized products. We currently do not have any FDA or other jurisdiction approved or commercialized products. To date, we have invested a substantial amount of time and capital to research and develop the foundations of our technology and potential applications. For us to develop any products that might ultimately be commercial, we will have to invest further time and capital in research and product development, medical and other regulatory compliance, and market development. Therefore, we may never develop any products that can be commercialized. All of our development efforts will require substantial additional investment, which may never result in any revenue. Our efforts may not lead to approved or commercially successful products for a number of reasons, including:

- we may not be able complete the science and develop any potential products for NPES;

- we may not be able to obtain regulatory approvals for our proposed products, or the approved indications may be narrower than we seek;
- we may experience delays in our development program, clinical trials and the regulatory approval process;
- our NPES technology may not prove to be safe and effective in clinical trials;
- physicians may not receive any reimbursement from third-party payers, or the level of reimbursement may be insufficient to support widespread adoption of any of our products;
- any products that are approved may not be accepted in the marketplace by physicians or patients;
- we may not be able to manufacture our products in commercial quantities or at an acceptable cost; and
- rapid technological change or the appearance of a new competitive technology may make our technology and products obsolete.

Laboratory conditions differ from commercial conditions and field conditions, which could affect the effectiveness of our potential products. Failures to effectively move from laboratory to the field would harm our business. Observations and developments that may be achievable under laboratory circumstances may not be able to be replicated in commercial settings or in the use of any of the proposed products in the field. The failure of our proposed products under development or other future products to be able to be tested, approved and manufactured in available manufacturing facilities or to be able to meet the demands of users in the field would harm our business.

We are subject to regulation in respect of our research and federal funding. Because we and our subsidiaries and licensors have conducted research under federal grants and we may conduct further research under federal grants, we will be subject to federal regulation in how we conduct our research and the license terms relating to those grants. There are also ethical guidelines promulgated by various governments and research institutions that we are to follow in respect of our research. These are orientated ethical standards and protections of humans and animals in research and experimentation activities. We also follow good scientific practices. Failure to follow the regulations, agreement terms and science standards would jeopardize our grants and our results and the use of the results in further research and approval circumstances. Because we and one of our licensors has used federal funding, the government retains 'March-In' rights in connection with these grants, which is a non-exclusive right to practice inventions developed from grant funding.

We have not yet sought, and may never receive, regulatory approval, including that from the FDA, for any of our proposed products. We have not yet sought to obtain any regulatory approvals for any potential devices or products in the United States or in any foreign market. Therefore, it is highly speculative as to any timing for our potential products to be commercialized. We are not familiar with any currently approved devices that deploy our type of technology that might make our seeking regulatory approval more assured or potentially faster than currently contemplated. Investors need to take a long term approach to an investment in our securities, as the commercial realization of our technology is speculative and well in the future.

We will be subject to stringent domestic and foreign regulation in respect of any potential devices and products. Any unfavorable regulatory action may materially and adversely affect our future financial condition and business operations and prospects. Our potential devices and products, further development activities and manufacturing and distribution, once developed and determined, will be subject to extensive, rigorous and ongoing regulation by numerous government agencies, including the FDA and comparable foreign agencies. To varying degrees, each of these agencies monitors and enforces our compliance with laws and regulations governing the development, testing, manufacturing, labeling, marketing, distribution, and the safety and effectiveness of our medical devices. The process of obtaining and maintaining marketing approval or clearance from the FDA and comparable foreign bodies for new devices and products, or for enhancements, expansion of the indications or modifications to existing products, could:

- take a significant, indeterminate amount of time;
- require the expenditure of substantial resources;

- involve rigorous pre-clinical and clinical testing, and possibly post-market surveillance;
- involve modifications, repairs or replacements of our products;
- require design changes of our products;
- result in limitations on the indicated uses of our products; and
- result in our never being granted the regulatory approval we seek.

Any of these occurrences that we might experience will cause our operations to suffer, harm our competitive standing and result in further losses that adversely affect our financial condition. We will have ongoing responsibilities under FDA and international regulations, both before and after a product is approved and commercially released. Compliance with applicable regulatory requirements is subject to continual review and is monitored rigorously through periodic inspections. If an inspection were to conclude that we are not in compliance with applicable laws or regulations, or that any of our medical devices are ineffective or pose an unreasonable health risk, the FDA or comparable foreign agency could ban such medical devices or products, detain or seize such medical devices or products, order a recall, repair, replacement, or refund of such devices or products, or require us to notify health professionals and others that the devices or products present unreasonable risks of substantial harm to the public health. Additionally, the FDA or comparable foreign agency may impose other operating restrictions, enjoin and restrain certain violations of applicable law pertaining to medical devices and products and assess civil or criminal penalties against our officers, employees, or us. The FDA and comparable foreign agencies have been increasing its scrutiny of the medical device industry and the government is expected to continue to scrutinize the industry closely with inspections and possibly enforcement actions. Any adverse regulatory action, depending on its magnitude, may restrict us from effectively manufacturing, marketing and selling our devices and products. In addition, negative publicity and product liability claims resulting from any adverse regulatory action could have a material adverse effect on our financial condition and results of operations.

We will have to comply with complex statutes prohibiting fraud and abuse, and both we and physicians utilizing our potential products could be subject to significant penalties for noncompliance. There are extensive federal and state laws and regulations prohibiting fraud and abuse in the healthcare industry that can result in significant criminal and civil penalties. These federal laws include: the anti-kickback statutes which prohibit certain business practices and relationships, including the payment or receipt of remuneration for the referral of patients whose care will be paid by Medicare or other federal healthcare programs; the physician self-referral prohibition, commonly referred to as the Stark Law; the anti-inducement law, which prohibits providers from offering anything to a Medicare or Medicaid beneficiary to induce that beneficiary to use items or services covered by either program; the Civil False Claims Act, which prohibits any person from knowingly presenting or causing to be presented false or fraudulent claims for payment by the federal government, including the Medicare and Medicaid programs and the Civil Monetary Penalties Law, which authorizes the imposition of civil penalties administratively for fraudulent or abusive acts.

Sanctions for violating these federal laws include criminal and civil penalties that range from punitive sanctions, damage assessments, money penalties, imprisonment, denial of Medicare and Medicaid payments, or exclusion from the Medicare and Medicaid programs, or both. As federal and state budget pressures continue, federal and state administrative agencies may also continue to escalate investigation and enforcement efforts to root out waste and to control fraud and abuse in governmental healthcare programs. Private enforcement of healthcare fraud has also increased, due in large part to amendments to the Civil False Claims Act in 1986 that were designed to encourage private persons to sue on behalf of the government. A violation of any of these federal and state fraud and abuse laws and regulations could have a material adverse effect on our liquidity and financial condition.

To obtain the necessary device and marketing and manufacturing approval, as a pre-condition, we will have to conduct various preclinical and clinical tests, all of which will be costly and time consuming, and may

not provide results that will allow us to seek regulatory approval. The number of preclinical and clinical tests that will be required for regulatory approval varies depending on the disease or condition to be treated, the method of treatment, the nature of the device, the jurisdiction in which we are seeking approval and the applicable regulations. Regulatory agencies, including those in the United States, Canada, Europe and other countries where medical devices and products are regulated, can delay, limit or deny approval of a product for many reasons. For example regulatory agencies:

- may not deem a medical device may to be safe or effective;
- may interpret data from preclinical and clinical testing differently than we do;
- may not approve our manufacturing processes;
- may conclude that our device does not meet quality standards for durability, long-term reliability, biocompatibility, electromagnetic compatibility, electrical safety; and
- may change their approval policies or adopt new regulations.

The FDA may make requests or suggestions regarding conduct of our clinical trials, resulting in an increased risk of difficulties or delays in obtaining regulatory approval in the US. Any of these occurrences could prove materially harmful to our operations and business.

Even if a potential device or product ultimately is approved by the different regulatory authorities, it may be approved only for narrow indications which may render it commercially less viable. Even if a potential device or product of ours is approved, it may not be approved for the indications that are necessary or desirable for a successful commercialization. Our preference will be to obtain as broad an indication as possible for use in connection with the particular disease or treatment for which it is designed. However, the final classification may be more limited than we originally seek. The limitation on use may make the device or product commercially less viable and more difficult, if not impractical, to market. Therefore we may not obtain the revenues that we seek in respect of the proposed product, and we will not be able to become profitable and provide an investment return to our investors.

Even if we obtain clearance or approval to sell a potential product, we will be subject to ongoing requirements and inspections that could lead to the restriction, suspension or revocation of our clearance. We, as well as any potential collaborative partners such as manufacturers and distributors, will be required to adhere to applicable FDA regulations regarding good manufacturing practice, which include testing, control, and documentation requirements. We will be subject to similar regulations in foreign countries. Even if regulatory approval of a product is granted, the approval may be subject to limitations on the indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the product. Ongoing compliance with good manufacturing practice and other applicable regulatory requirements is strictly enforced in the United States through periodic inspections by state and federal agencies, including the FDA, and in international jurisdictions by comparable agencies. Failure to comply with regulatory requirements could result in, among other things, warning letters, fines, injunctions, civil penalties, recall or seizure of products, total or partial suspension of production, failure to obtain premarket clearance or premarket approval for devices, withdrawal of approvals previously obtained, and criminal prosecution. The restriction, suspension or revocation of regulatory approvals or any other failure to comply with regulatory requirements will limit our ability to operate and could increase our costs.

Any failure or delay in completing clinical trials or studies for our devices and products and the expense of those trials may adversely affect our business. Preclinical studies, clinical trials and post-clinical monitoring and trials required to demonstrate the safety and efficacy of our potential devices and products will be time consuming and expensive. If we must conduct additional clinical trials or other studies with respect to any of our

proposed product candidates to those that are initially contemplated, if we are unable to successfully complete any clinical trials or other studies, or if the results of these trials or studies are not positive or are only modestly positive, we may be delayed in obtaining marketing approval for the proposed products, we may not be able to obtain marketing approval, or we may obtain approval for indications that are not as broad as we seek. Our research and product development costs also will increase if we experience delays in testing or approvals. The completion of clinical trials for our proposed devices and products could be delayed because of our inability to manufacture or obtain from third-parties materials sufficient for use in preclinical studies and clinical trials; delays in patient enrollment and variability in the number and types of patients available for clinical trials; difficulty in maintaining contact with patients after treatment, resulting in incomplete data; poor effectiveness of proposed devices and products during clinical trials; unforeseen safety issues or side effects; and governmental or regulatory delays and changes in regulatory requirements and guidelines. If we incur significant delays in our clinical trials, our competitors may be able to bring their products to market before we do, which could result in harming our ability to commercialize our potential products. If we experience any of these occurrences our business will be materially harmed.

We may not become commercially viable if our ultimate commercialized products or related treatments fail to obtain an adequate level of reimbursement by Medicare and other third party payers. We believe that the commercial viability of our potential devices and products and related treatments, and therefore our commercial success as a company, will be affected by the availability of government reimbursement and medical insurance coverage and reimbursement for newly approved medical devices. Insurance coverage and reimbursement is not assured. It typically takes a period of use in the market place before coverage and reimbursement is granted, if it is granted at all. In the United States and other jurisdictions in Europe and other regions, physicians and other healthcare providers generally rely on insurance coverage and reimbursement for their revenues, therefore this is an important factor in the overall commercialization plans of a proposed product and whether it will be accepted for use in the marketplace. Without insurance coverage and reimbursement for our proposed products, we would expect to earn only diminished revenues, if any revenues are earned.

Medicare, Medicaid, health maintenance organizations and other third-party payers are increasingly attempting to contain healthcare costs by limiting both the scope of coverage and the level of reimbursement of new medical devices and products, and as a result, they may not cover or provide adequate payment for the use of our proposed products. In order to obtain satisfactory reimbursement arrangements, we may have to agree to a fee or sales price lower than the fee or sales price we might otherwise charge. Even if Medicare and other third-party payers decide to cover procedures involving our proposed devices and products, we cannot be certain that the reimbursement levels will be adequate. Accordingly, even if our proposed products are approved for commercial sale, unless government and other third-party payers provide adequate coverage and reimbursement for our devices and products, some physicians may be discouraged from using them, and our sales would suffer.

Medicare reimburses for medical devices and products in a variety of ways, depending on where and how the item is used. However, Medicare only provides reimbursement if Centers for Medicare & Medicaid Services, or CMS, determines that the item should be covered and that the use of the device or product is consistent with the coverage criteria. A coverage determination can be made at the local level by the Medicare administrative contractor, a private contractor that processes and pays claims on behalf of CMS for the geographic area where the services were rendered, or at the national level by CMS through a national coverage determination. There are statutory provisions intended to facilitate coverage determinations for new technologies, but it is unclear how these new provisions will be implemented and it is not possible to indicate how they might apply to any of our proposed devices and products, as they are still in the development stages. Coverage presupposes that the device or product has been cleared or approved by the FDA and further, that the coverage will be no broader than the approved intended uses of the device or product as approved or cleared by the FDA, but coverage can be narrower. A coverage determination may be so limited that relatively few patients will qualify for a covered use of a device or product.

Obtaining a coverage determination, whether local or national, is a time-consuming, expensive and highly uncertain proposition, especially for a new technology, and inconsistent local determinations are possible. On

average, Medicare coverage determinations for medical devices and products lag behind FDA approval. The Medicare statutory framework is also subject to administrative rulings, interpretations and discretion that affect the amount and timing of reimbursement made under Medicare. Medicaid coverage determinations and reimbursement levels are determined on a state by state basis, because Medicaid, unlike Medicare, is administered by the states under a state plan filed with the Secretary of the United States Department of Health and Human Services (HHS). Medicaid generally reimburses at lower levels than Medicare. Moreover, Medicaid programs and private insurers are frequently influenced by Medicare coverage determinations.

We expect to operate in a highly competitive market, we may face competition from large, well-established medical device and product manufacturers with significant resources, and we may not be able to compete effectively. We do not know of any directly competitive devices or products that our proposed products would compete against on a direct basis. There may be companies that are working in the area of sub-microsecond electric devices, of which we not aware. The broader market for devices that provide the health benefits of electricity field technology is becoming more focused and potentially more competitive. Over time, we believe this field will become subject to more rapid change and new devices and products will emerge. We may find ourselves in competition with companies that have competitive advantages over us, such as:

- significantly greater name recognition;
- established relations with healthcare professionals, customers and third-party payers;
- established distribution networks;
- additional lines of products, and the ability to offer rebates, higher discounts or incentives to gain a competitive advantage;
- greater experience in conducting research and development, manufacturing, clinical trials, obtaining regulatory approval for products, and marketing approved products; and
- greater financial and human resources for product development, sales and marketing, and patent litigation.

As a result, we may not be able to compete effectively against these companies or their devices and products.

We do not have any sales, marketing, manufacturing and distribution capabilities or arrangements, and will need to create these as we move towards commercialization of our products. We do not yet have a sales, marketing, manufacturing and distribution capabilities or arrangements. To be able to commercialize our potential products, we will need to develop all of the foregoing. We do not have any corporate experience in establishing these capabilities, and therefore, we may be unsuccessful in achieving commercialization and earning revenues. We believe that setting up the commercialization aspects of a company will take a substantial amount of capital and commitment of time and effort. We may seek development and marketing partners and license our technology to others in order to avoid our having to provide the marketing, manufacturing and distribution capabilities within our organization. There can be no assurance that we will find any development and marketing partners or companies that are interested in licensing our technology. If we are unable to establish and maintain adequate sales, marketing, manufacturing and distribution capabilities, independently or with others, we will not be able to generate product revenue, and may not become profitable.

Rapidly changing technology in life sciences could make the products we are developing obsolete. The medical device industry is characterized by rapid and significant technological changes, frequent new product introductions and enhancements and evolving industry standards. Our future success will depend on our ability to continually develop and then improve the products that we design and to develop and introduce new products that address the evolving needs of our customers on a timely and cost-effective basis. We also will need to pursue

new market opportunities that develop as a result of technological and scientific advances. These new market opportunities may be outside the scope of our proven expertise or in areas which have unproven market demand. Any new products developed by us may not be accepted in the intended markets. Our inability to gain market acceptance of new products could harm our future operating results.

If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to identify, develop and commercialize new or next generation product candidates will be impaired, could result in loss of markets or market share and could make us less competitive. We are highly dependent upon the principal members of our management team and the members of our scientific team. These persons have significant experience and knowledge with sub-microsecond pulsed electric fields and the loss of any team member could impair our ability to design, identify, and develop new intellectual property and new scientific or product ideas.

We may have difficulty managing growth in our business. Because of our small size, growth in accordance with our business plan, if achieved, will place a significant strain on our financial, technical, operational and management resources. As we expand our activities, there will be additional demands on these resources. The failure to continue to upgrade our technical, administrative, operating and financial control systems or the occurrence of unexpected expansion difficulties, including issues relating to our research and development activities and retention of experienced scientists, managers and engineers, could have a material adverse effect on our business, financial condition and results of operations and our ability to timely execute our business plan. If we are unable to implement these actions in a timely manner, our results may be adversely affected.

If we fail to maintain proper and effective internal controls, our ability to produce accurate financial statements on a timely basis could be impaired, which would adversely affect our business and our stock price. Ensuring that we have adequate internal financial and accounting controls and procedures in place to produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. We may discover material weaknesses in our internal financial and accounting controls and procedures that need improvement from time to time.

Management is responsible for establishing and maintaining adequate internal control over financial reporting to provide reasonable assurance regarding the reliability of our financial reporting and the preparation of financial statements for external purposes in accordance with United States generally accepted accounting principles. Management does not expect that our internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, within our company will have been detected.

Assuming the completion of this offering, we expect that we will be required to comply with Section 404 of the Sarbanes-Oxley Act in connection with our annual report on Form 10-K for the year ending December 31, 2016. We expect to expend significant resources in developing the necessary documentation and testing procedures required by Section 404. We cannot be certain that the actions we will be taking to improve our internal controls over financial reporting will be sufficient, or that we will be able to implement our planned processes and procedures in a timely manner. In addition, if we are unable to produce accurate financial statements on a timely basis, investors could lose confidence in the reliability of our financial statements, which could cause the market price of our common stock to decline and make it more difficult for us to finance our operations and growth.

The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members. Once we are a public company, we will incur additional accounting, legal and other expenses that we did not incur as a private company. We will incur

costs associated with our public company reporting requirements. We also anticipate that we will incur costs associated with corporate governance requirements, including requirements under the Sarbanes-Oxley Act of 2002, as well as rules and regulations implemented by the SEC and The NASDAQ Stock Market. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly. Furthermore, these rules and regulations could make it more difficult or more costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees or as executive officers. We are currently evaluating and monitoring developments with respect to these rules and regulations, and we cannot predict or estimate the amount of additional costs we may incur or the timing of such costs.

New laws and regulations as well as changes to existing laws and regulations affecting public companies, including the provisions of the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Protection Act, and rules adopted by the SEC and NASDAQ, will likely result in increased costs to us as we respond to their requirements.

Risks Related to Intellectual Property and Other Legal Matters

If we or our licensors are unable to protect our/their intellectual property, then our financial condition, results of operations and the value of our technology and products could be adversely affected. Patents and other proprietary rights are essential to our business, and our ability to compete effectively with other companies is dependent upon the proprietary nature of our technologies. We also rely upon trade secrets, know-how, continuing technological innovations and licensing opportunities to develop, maintain and strengthen our competitive position. We seek to protect these, in part, through confidentiality agreements with certain employees, consultants and other parties. Our success will depend in part on the ability of our licensors and us to obtain, to maintain (including making periodic filings and payments) and to enforce patent protection for the licensed intellectual property, in particular, those patents to which we have secured rights. We, and our licensors, may not successfully prosecute or continue to prosecute the patent applications which we have licensed. Even if patents are issued in respect of these patent applications, we or our licensors may fail to maintain these patents, may determine not to pursue litigation against entities that are infringing upon these patents, or may pursue such enforcement less aggressively than we ordinarily would for our own patents. Without adequate protection for the intellectual property that we own or license, other companies might be able to offer substantially identical products for sale, which could unfavorably affect our competitive business position and harm our business prospects. Even if issued, patents may be challenged, invalidated, or circumvented, which could limit our ability to stop competitors from marketing similar products or limit the length of term of patent protection that we may have for our products.

Litigation or third-party claims of intellectual property infringement or challenges to the validity of our patents would require us to use resources to protect our technology and may prevent or delay our development, regulatory approval or commercialization of our product candidates. If we are the target of claims by third parties asserting that our products or intellectual property infringe upon the rights of others we may be forced to incur substantial expenses or divert substantial employee resources from our business. If successful, those claims could result in our having to pay substantial damages or could prevent us from developing one or more product candidates. Further, if a patent infringement suit were brought against us or our collaborators, we or they could be forced to stop or delay research, development, manufacturing or sales of the product or product candidate that is the subject of the suit.

If we or our collaborators experience patent infringement claims, or if we elect to avoid potential claims others may be able to assert, we or our collaborators may choose to seek, or be required to seek, a license from the third-party and would most likely be required to pay license fees or royalties or both. These licenses may not be available on acceptable terms, or at all. Even if we or our collaborators were able to obtain a license, the rights

may be nonexclusive, which would give our competitors access to the same intellectual property. Ultimately, we could be prevented from commercializing a product, or be forced to cease some aspect of our business operations if, as a result of actual or threatened patent infringement claims, we or our collaborators are unable to enter into licenses on acceptable terms. This could harm our business significantly. The cost to us of any litigation or other proceeding, regardless of its merit, even if resolved in our favor, could be substantial. Some of our competitors may be able to bear the costs of such litigation or proceedings more effectively than we can because of their having greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace. Intellectual property litigation and other proceedings may, regardless of their merit, also absorb significant management time and employee resources.

If we fail to comply with our obligations in the agreements under which we license development or commercialization rights to products or technology from third-parties, we could lose license rights that are important to our business. We hold licenses from ODURF and EVMS and from AMI-USC to intellectual property relating to the sub-microsecond electric field technology, as well as electrode design and configuration, and pulse generators in addition to the intellectual property that we own for these things. For the continuance of the license with ODURF and EVMS, it is subject to Pulse Biosciences meeting certain milestones and complying with various obligations. If we fail to meet the milestones and to comply with any material obligations, the licensor will have the right to terminate the applicable license or modify certain terms of the license agreement.

If we are unable to protect the confidentiality of our proprietary information and know-how, the value of our technology and products could be adversely affected. In addition to patented technology, we rely upon, among other things, unpatented proprietary technology, processes, trade secrets and know-how. Any involuntary disclosure to or misappropriation by third-parties of our confidential or proprietary information could enable competitors to duplicate or surpass our technological achievements, potentially eroding our competitive position in our market. We seek to protect confidential or proprietary information in part by confidentiality agreements with our employees, consultants and third-parties. While we require all of our employees, consultants, advisors and any third-parties who have access to our proprietary know-how, information and technology to enter into confidentiality agreements, we cannot be certain that this know-how, information and technology will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. These agreements may be terminated or breached, and we may not have adequate remedies for any such termination or breach. Furthermore, these agreements may not provide meaningful protection for our trade secrets and know-how in the event of unauthorized use or disclosure. To the extent that any of our staff were previously employed by other pharmaceutical, medical technology or biotechnology companies, those employers may allege violations of trade secrets and other similar claims in relation to their medical device development activities for us.

If we are unable to protect the intellectual property used in our products, others may be able to copy our innovations which may impair our ability to compete effectively in our markets. The strength of our patents involves complex legal and scientific questions and can be uncertain. We currently own or license 34 issued patents and 33 pending patent applications worldwide. Our patent applications may be challenged or fail to result in issued patents and our existing or future patents may be too narrow to prevent third-parties from developing or designing around our intellectual property and in that event we may lose competitive advantage and our business may suffer. Further, the patent applications that we license or have filed may fail to result in issued patents. The claims may need to be amended. Even after amendment, a patent may not issue and in that event we may not obtain the use of the intellectual property that we seek and may lose competitive advantage which could result in harm to our business.

We may become involved in future lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time consuming and unsuccessful. Competitors may infringe our patents or the patents of our licensors. To counter infringement or unauthorized use, we may file infringement claims, which can be expensive and time consuming. In addition, in an infringement proceeding, a court may decide that

a patent of ours or of our licensors is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing.

The United States Patent and Trademark Office may initiate interference proceedings to determine the priority of inventions described in or otherwise affecting our patents and patent applications or those of our collaborators or licensors. An unfavorable outcome could require us to cease using the technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if a prevailing party does not offer us a license on terms that are acceptable to us. Litigation or interference proceedings may fail and, even if successful, may result in substantial costs and distraction of our management and other employees. We may not be able to prevent, alone or with our licensors, misappropriation of our proprietary rights, particularly in countries where the laws may not protect those rights as fully as in the United States.

Risks Related to this Offering and Owning Our Common Stock

Control by a limited number of stockholders may limit your ability to influence the outcome of director elections and other transactions requiring stockholder approval. Four stockholders currently own approximately 54% of our outstanding common stock. Upon the completion of this offering, those stockholders will own approximately 33% of our outstanding common stock. Some of these stockholders also have warrants and options for additional shares, which will increase the foregoing percentages on a beneficial ownership basis. As a result, such persons will have significant influence over corporate actions requiring stockholder approval, including the following actions:

- to elect or defeat the election of our directors;
- to amend or prevent amendment of our articles of incorporation or bylaws;
- to effect or prevent a merger, sale of assets or other corporate transaction; and
- to control the outcome of any other matter submitted to our stockholders for vote.

Such persons' stock ownership may discourage a potential acquirer from making a tender offer or otherwise attempting to obtain control of our company, which in turn could reduce our stock price or prevent our stockholders from realizing a premium over our stock price.

Management currently beneficially holds only 3.9% of our common stock and after the offering will beneficially own 2.4% of our common stock. Other than their positions as directors and officers, and the restriction on the stockholders being able to call a special meeting limited to a majority of the outstanding shares, our management will not be able to greatly influence corporation actions requiring stockholder approval.

Prior to the completion of our initial public offering, there was no public trading market for our common stock, and our stock price may decline after this offering. The offering under this prospectus is an initial public offering of our common shares. We plan to apply for listing of our common stock on the Nasdaq Capital Market under the symbol " ." No assurance can be given that our application will be approved. If the application is not approved, we will not complete this offering and our common shares will not have any public market. We and the underwriter will negotiate to determine the initial public offering price. The initial public offering price may be higher than the trading price of our common stock following this offering. As a result, you could incur losses. Furthermore, there can be no assurance that we will be able to successfully develop a liquid market for our common shares after this offering. The stock market in general, and early stage public companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of such companies. If we are unable to develop a market for our common shares after this offering, you may not be able to sell your common shares at prices you consider to be fair or at times that are convenient for you, or at all.

We will have significant flexibility in using the net proceeds of this offering, and may use the proceeds in ways that you may not agree, and if we do not use those proceeds effectively your investment could be harmed. We intend to use the proceeds of this offering to fund ongoing research and development of NPES and potential products based on such technology, clinical and pre-clinical research and development with respect to applications of NPES, and general corporate purposes. We will have significant flexibility over the specific use of the net proceeds that we receive in this offering and may find it necessary or advisable to use portions of the proceeds from this offering for other purposes. You may not have an opportunity to evaluate the economic, financial or other information on which we base our decisions on how to use our proceeds and will need to rely upon our judgment with respect to the use of proceeds. As a result, you and other stockholders may not agree with our decisions. If we do not use the net proceeds that we receive in this offering effectively, our business, results of operations and financial condition could be harmed.

We are an "emerging growth company" under the JOBS Act of 2012 and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our common stock less attractive to investors. We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 ("JOBS Act"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not "emerging growth companies" including, but not limited to, not being required to comply with the auditor attestation requirements of section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved. We cannot predict if investors will find our common stock less attractive because we may rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

We will remain an "emerging growth company" for up to five years, although we will lose that status sooner if our revenues exceed $1 billion, if we issue more than $1 billion in non-convertible debt in a three year period, or if the market value of our common stock that is held by non-affiliates exceeds $700 million as of any June 30.

Our status as an "emerging growth company" under the JOBS Act may make it more difficult to raise capital as and when we need it. Because of the exemptions from various reporting requirements provided to us as an "emerging growth company," we may be less attractive to investors and it may be difficult for us to raise additional capital as and when we need it. Investors may be unable to compare our business with other companies in our industry if they believe that our reporting is not as transparent as other companies in our industry. If we are unable to raise additional capital as and when we need it, our financial condition and results of operations may be materially and adversely affected.

We have not paid dividends in the past and have no plans to pay dividends. We plan to reinvest all of our earnings, to the extent we have earnings, in order to develop our recycling centers and cover operating costs and to otherwise become and remain competitive. We do not plan to pay any cash dividends with respect to our securities in the foreseeable future. We cannot assure you that we would, at any time, generate sufficient surplus cash that would be available for distribution to the holders of our common stock as a dividend. Therefore, you should not expect to receive cash dividends on the common stock we are offering.

Assuming a market for our common stock develops, shares eligible for future sale may adversely affect the market for our common stock. Commencing on the 90th day following the close of this offering, certain of our stockholders may be eligible to sell all or some of their shares of common stock by means of ordinary brokerage transactions in the open market pursuant to Rule 144, promulgated under the Securities Act, subject to certain limitations and lock-up agreements. In general, pursuant to Rule 144, non-affiliate stockholders may sell freely after six months subject only to the current public information requirement (which disappears after one year). Of the 12,565,451 shares of our common stock expected to be outstanding following completion of the offering, 2,996,253 shares will be freely tradable without restriction pursuant to Rule 144 following the

expiration of the 180-day lock-up previously agreed to by those stockholders and 4,539,638 will be freely tradable without restriction pursuant to Rule 144 following the expiration of the 12-month lock-up agreed by those stockholders.

In addition, in connection with the November 2014 private placement, we have granted piggy back and demand registration rights in respect of 2,996,253 shares of common stock. These rights commence on the six-month anniversary of the completion of this offering.

We have also granted piggy back and demand registration rights to MDB Capital Group, LLC for the 299,625 shares of common stock underlying the warrant issued as compensation for the November 2014 private placement. These rights commence six months after the consummation of this offering, subject to a six-month lock up.

Any substantial sale of our common stock pursuant to Rule 144 or pursuant to any resale prospectus (including sales by investors of securities acquired in connection with this offering) may have a material adverse effect on the market price of our common stock.

MDB Capital Group, LLC and its affiliates collectively beneficially own more than 10% of our outstanding convertible preferred stock and have an interest in this offering beyond customary underwriting discounts and commissions. Because MDB Capital Group, LLC and its affiliates collectively beneficially own more than 10% of our outstanding common stock, MDB Capital Group, LLC is deemed to have a "conflict of interest" under Rule 5121 of Financial Industry Regulatory Authority Inc. Accordingly, this offering will be made in compliance with the applicable provisions of Rule 5121. The rule requires that a "qualified independent underwriter" meeting certain standards participate in the preparation of the registration statement and prospectus and exercise the usual standards of due diligence with respect thereto. Feltl and Company, Inc. has agreed to act as a "qualified independent underwriter" within the meaning of Rule 5121 in connection with this offering. Feltl and Company, Inc. will receive $125,000 for serving as a qualified independent underwriter in connection with this offering. In its role as qualified independent underwriter, Feltl and Company, Inc. has participated in due diligence and the preparation of this prospectus and the registration statement of which this prospectus forms a part. Although Feltl and Company, Inc. has, in its capacity as qualified independent underwriter, participated in due diligence and the preparation of this prospectus and the registration statement of which this prospectus forms a part, we cannot assure you that this will adequately address all potential conflicts of interest. We have agreed to indemnify Feltl and Company, Inc. against liabilities incurred in connection with acting as qualified independent underwriter, including liabilities under the Securities Act. In accordance with Rule 5121, MDB Capital Group, LLC will not sell shares of our common stock to a discretionary account without the prior written approval from the account holder. See the section titled "Underwriting (Conflicts of Interest)" for additional information.

You will experience immediate dilution in the book value per share of the common stock you purchase. Because the price per share of our common stock being offered is substantially higher than the book value per share of our common stock, you will experience substantial dilution in the net tangible book value of the common stock you purchase in this offering. Based on the offering price of $4.00 per share, if you purchase shares of common stock in this offering, you will experience immediate and substantial dilution of $2.38 per share in the net tangible book value of the common stock at September 30, 2015.

Our charter documents and Nevada law may inhibit a takeover that stockholders consider favorable. Upon the closing of this offering, provisions of our articles of incorporation and bylaws and applicable provisions of Nevada law may delay or discourage transactions involving an actual or potential change in control or change in our management, including transactions in which stockholders might otherwise receive a premium for their shares, or transactions that our stockholders might otherwise deem to be in their best interests. There are the following provisions in our articles and bylaws:

- 5,000,000 shares of "blank check" preferred stock, which may be issued at the discretion of the board of directors, without further approval of the stockholders;

- no cumulative voting rights for the holders of common stock in the election of directors; and
- vacancies in the board of directors may be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum.

The Revised Nevada Statutes also provide for restrictions on voting our equity securities in connection with unapproved business combinations and control shares, which we have not opted out of.

These provisions may have the effect of entrenching our management team and may deprive you of the opportunity to sell your shares to potential acquirers at a premium over prevailing prices.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the sections entitled “Prospectus Summary,” “Risk Factors,” “Use of Proceeds,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business,” contains forward-looking statements. The words “believe,” “may,” “will,” “potentially,” “estimate,” “continue,” “anticipate,” “intend,” “could,” “would,” “project,” “plan,” “expect” and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements. These forward-looking statements include, but are not limited to, statements concerning the following:

- our future financial and operating results;
- the adequacy of the net proceeds of this offering and our allocation of uses of the proceeds to complete the next couple of years of our business plan;
- our intentions, expectations and beliefs regarding anticipated research, technology and potential product development and trends in medical devices;
- the ability and timing of obtaining regulatory approval for our technologies and products;
- the timing for granting and successful scope and expansions of our patents;
- our ability to enter into marketing arrangements or achieve market entry by our own means for our technologies and potential products;
- our ability to ultimately obtain third party reimbursement approvals for medical procedures performed with our potential products;
- the effects of market conditions on our stock price and operating results;
- our ability to maintain our competitive technological advantages against competitors and alternatives;
- our ability to maintain, protect and enhance our intellectual property, to maintain our current license agreements, and to acquire further intellectual property rights necessary for our research and potential product development;
- costs associated with defending intellectual property infringement and other claims;
- our expectations concerning our relationships with suppliers, partners and other third parties;
- the attraction and retention of qualified employees and key personnel; and
- our ability to comply with evolving legal standards and regulations, particularly concerning requirements for being a public company and environmental regulations.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions, including those described in “Risk Factors” and elsewhere in this prospectus. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for us to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially and adversely from those anticipated or implied in our forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. Although we believe that the expectations reflected in our forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances described in the forward-looking statements will be achieved or occur. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of the forward-looking statements. We undertake no obligation to update publicly any

forward-looking statements for any reason after the date of this prospectus to conform these statements to actual results or to changes in our expectations, except as required by law.

You should read this prospectus and the documents that we reference in this prospectus and have filed with the Securities and Exchange Commission as exhibits to the registration statement of which this prospectus is a part with the understanding that our actual future results, levels of activity, performance and events and circumstances may be materially different from what we expect.

BUSINESS

General

We are a development stage medical device company using a novel and proprietary platform technology called Nano-Pulse Electro-Signaling or NPES. NPES was discovered over 15 years ago and since then over 150 research papers have documented this local and drug-free technology that utilizes nanosecond pulsed electric fields to induce cell signaling and the activation of cellular pathways in tissue. NPES can be tuned to induce a variety of cellular responses including secretion, apoptosis and necrosis by modulating the NPES pulse parameters, making it applicable to a wide variety of cell types and therapeutic applications.[20] One of the more promising applications of NPES is the treatment of solid tumors, where pre-clinical data have shown that NPES provides effective local tumor control and initiates an adaptive immune response with a vaccine-like effect by inducing immunogenic apoptosis of the cells.

Apoptosis is the normal process of programmed cell death exhibited by most cells when they are no longer functioning properly. It involves a slow "digestion" of cellular proteins and DNA in the apoptotic cells that are then recognized and removed by the immune system. When this process is "immunogenic," it further instructs the immune system to generate an immune response that involves actively seeking out and destroying any similar cells in the body. This two-component process of "immunogenic apoptosis" may be more ideal for treating tumors since immune activation may reduce occurrence of metastasis to other locations in the body. Our animal studies suggest that this two-component process can be activated by NPES. We believe that it will translate to clinical studies and may establish NPES as a superior treatment modality across a variety of applications, including oncology, dermatology, and other minimally invasive applications where current ablation modalities do not provide the benefits of NPES.

The application of NPES in the clinic requires the use of electrodes to deliver pulses directly to the target tissue, creating a transient opening of small pores in tissue cell and organelle membranes.[21] We have found that by adjusting the pulse number, duration and amplitude we can control the cellular response quite specifically.[22, 23, 24, 25, 26, 27] We believe we are the only medical device company with the intellectual property, technology, and know how to be able to produce this natural cell death using NPES to initiate cell signaling that induces the targeted adaptive immune response.

Many other medical device companies produce products for ablating tumors using a number of different modalities, including the use of extreme heat (radiofrequency, microwave or electrocauterization) or cold (cryoablation), or electric fields with much longer pulses (irreversible electroporation), and high energy radiation. The use of these modalities generally leads to cellular necrosis. We believe NPES differs significantly as it offers

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[20] Schoenbach KS, Bioelectric effect of intense nanosecond pulses In Basics of Electroporation, CRC Press, (2010) A.G. Pakhomov, D. Miklavcic and MS. Markov eds., pp. 19-49.

[21] Pakhomov AG, Bowman AM, Ibey BL, et al., Lipid nanopores can form a stable, ion channel-like conduction pathway in cell membrane. *Biochem. Biophys. Res. Commun.* 385: 181-186.

[22] Sun Y, Vernier PT, Behrend M, Wang J, Thu MM, Gundersen M, and Marcu L. Fluorescence microscopy imaging of electroperturbation in mammalian cells. *J Biomed Opt* 2006; 11(2): 024010.

[23] Walker K III, Pakhomova ON, Kolb JF, Schoenbach KH, Stuck BE, Murphy MR, and Pakhomov AG. Oxygen enhances lethal effect of high-intensity, ultra-short electrical pulses. *Bioelectromagnetics J* 2006; 27: 221–225.

[24] Vernier PT, Ziegler MJ, Sun Y, Chang WV, Gundersen MA, Tieleman DP. Nanopore formation and phosphatidylserine externalization in a phospholipid bilayer at high transmembrane potential. *J Am Chem Soc* 2006; 128(19): 6288-9.

[25] Nuccitelli R, Chen X, Pakhomov AG, Baldwin WH, Sheikh S, Pomicter JL, Ren W et al. A new pulsed electric field therapy for melanoma disrupts the tumor's blood supply and causes complete remission without recurrence. *Int'l J Cancer* 2009; 125: 438–445.

[26] Ren W, Sain NM, Beebe SJ. Nanosecond pulsed electric fields (nsPEFs) activate intrinsic caspase-dependent and caspase-independent cell death in Jurkat cell. *Biochem Biophys Res Commun* 2012; 421: 808-812.

[27] Chen R, Sain NM, Harlow KT, Chen YJ, Shires PK, Heller R, Beebe SJ. A protective effect after clearance of orthotopic rat hepatocellular carcinoma by nanosecond pulsed electric fields. *Eur J of Cancer* 2014; 5(15): 2705-2713.

a non-thermal and non-ionizing ablative technology that can be selectively tuned to induce apoptosis, reducing the potential for damage to surrounding tissue. We believe that this less destructive approach lends itself to a number of applications, including tumors which would otherwise be inoperable because of proximity to critical structures.

The discovery of NPES was first documented in 2001.[28] Scientists at several different institutions, including universities and research institutes around the world, have studied this technology and, to date, over 60 publications elucidate the cancer treatment effects on a wide variety of cancer cell lines and animal tumor models. The research at these institutions has been funded by grants from the National Institutes of Health (NIH) Small Business Innovation Research (SBIR), Department of Defense (DOD), Commonwealth of Virginia, Air Force of Scientific Research and the Army Research Office and Multidisciplinary University Research Initiative (MURI). The company was established to be a single, consolidated entity combining the efforts of all the different entities working on NPES into one technology and intellectual property platform.

Applications

Oncology

In 2015, it is estimated that there will be approximately 1,700,000 new cases of cancer diagnosed in the United States alone and approximately 600,000 will die from this disease according to the American Cancer Society (2015).[29] According to a report by the IMS Institute for Healthcare Informatics (2014),[30] the global cancer drug market was forecasted to be $100 billion in 2014.

We believe NPES may serve an important role in cancer treatment by offering a minimally invasive method to eliminate cancerous or diseased tissue while stimulating an adaptive immune response that could have a positive effect in cancer eradication and recurrence. We believe that our technology will offer a viable option for clinicians in treating inoperable tumors in the liver, pancreas and lungs, because NPES spares critical structures, including nerves and vessels,[31] allowing for tumor removal in otherwise inoperable situations.

We plan to first seek 510(k) clearance from the United States Food and Drug Administration (FDA) for soft tissue ablation. This would give clinicians the option to use the technology to ablate benign or tumorous tissue where they believe it might be of benefit. We plan to conduct post-market studies to demonstrate improved clinical outcomes that we believe will drive wider adoption. In addition, we plan to conduct clinical studies in multiple cancer indications to understand the synergy of the technology when used in combination with other cancer therapies. Although these additional indications may be cleared through the 510(k) process as well, we may be required to pursue Premarket Approval (PMA) from the FDA to make label claims for specific cancer indications.

Animal trials have suggested a targeted adaptive immune response.[32] Immunotherapy continues to gain attention as more information has been collected about how our own immune system is designed to target and kill abnormal cells. Researchers have developed a better understanding of the multiple mechanisms by which cancer or precancerous cells can evade the immune system, which has contributed to the development of drugs targeting immune inhibitors or stimulating T cells. Currently, approved treatments focus on stimulating the immune system in a global way, which leads to significant side effects including autoimmune diseases. There are

28 Schoenbach KH, Beebe SJ, Buescher ES. Intracellular effect of ultrashort pulses. *Bioelectromagnetics J.* 2001; 22: 440–448.

29 American Cancer Society, (2015). Cancer Facts and Figures 2015. Atlanta, GA, USA.

30 IMS Institute for Healthcare Informatics, (2014) Global Outlook for Medicines Through 2018. Parsippany, NJ, USA.

31 See figure 4 in Nuccitelli R, Tran K., Sheikh S., et al. (2010) Optimized nanosecond pulsed electric field therapy can cause murine malignant melanomas to self-destruct with a single treatment. *Int'l. J. Cancer* 127: 1727-1736.

32 Nuccitelli, R., Berridge,J.C., Mallon, Z., et al. (2015) Nanoelectroablation of Murine Tumors Triggers a CD8-Dependent Inhibition of Secondary Tumor Growth. *PLos One* 10(7): e0134364.

currently wide ranging efforts to develop new therapies that can locally target tumors and activate the immune system to attack the cancer.

We believe that the adaptive immune system can be targeted to a specific pathogen/or tumor and can usually provide prolonged protection. A subset of white blood cells, cytotoxic T cells, is responsible for eliminating dysfunctional cells including cancerous cells. Existing animal data suggest that NPES may trigger the immune system to produce cytotoxic T cells specific to the treated tumor by means of labeling the treated cells for immunogenic apoptosis. Based on over 15 years of research, we believe that this technology has the potential to significantly impact how cancer is treated.

Dermatology/Aesthetics

We believe NPES can provide better treatment results in a variety of dermatology and aesthetic applications. Current dermatology procedures involve either surgery or the use of heat, or chemicals to eliminate unwanted skin tissue. Instant cell death by extreme damage puts the body into crisis and initiates a wound-healing inflamatory response, including formation of new collagen; this usually leaves scar tissue behind. NPES clears unwanted tissue over the course of several days after treatment by a method of natural cell death, which we believe can have better aesthetic outcomes, especially when treating deeper skin lesions. For conditions such as warts, where the underlying cause is due to the human papilloma virus (HPV), we believe the immune response characteristics of NPES might be important for improved treatment and efficacy.

The global dermatology device market is expected to reach $11 billion in 2019 according to Markets and Markets (M&M 2015).[33] We have obtained encouraging early clinical data suggesting NPES may be effective in treating basal cell carcinoma (BCC),[34] and warts.

Basal cell carcinoma and squamous cell carcinomas are the two most common types of skin cancers. The standard of care is Mohs surgery where layers of the skin are removed until the cancer is cleared, often followed by reconstructive plastic surgery. NPES has been used to treat BCC. Fine needle electrodes are inserted into the skin and high voltage nanosecond electric pulses are delivered in a procedure that is less complicated than the current standard of care with an improved aesthetic outcome.

Minimally Invasive Ablation Applications

We believe that the use of energy to ablate tissue in hard-to-reach areas of the body is widely established. NPES offers a new mechanism to eliminate unwanted tissue that we believe is more predictable, uniform and results in minimal collateral damage. We believe that these benefits can be important to several minimally invasive applications such as:

- cardiac ablation;
- lung disease;
- Barret’s esophagus;
- ear nose and throat (ENT) papillomas; and
- thyroid nodules.

33 Markets and Markets, (2015). Dermatology Devices Market by Diagnostic Devices (Dermatoscope, Microscope, Imaging Techniques), Treatment Devices (Liposuction, Microdermabrasion, Lasers) & by Application (Cancer Diagnosis, Acne, Psoriasis, Hair Removal)—Global Forecast to 2019. USA.

34 Nuccitelli R, Wood R, Kreis M, Athos B, Huynh J, Lui K, Nuccitelli P, Epstein EH Jr. First-in-human trial of nanoelectroablation therapy for basal cell carcinoma: proof of method. *Exp Dermatol* 2014; 23(2): 135-7.

Veterinary Applications

We believe NPES can offer a practical approach to veterinary oncology and could provide a novel treatment in a minimally invasive modality that provides better quality of life for pets in a cost-effective manner.

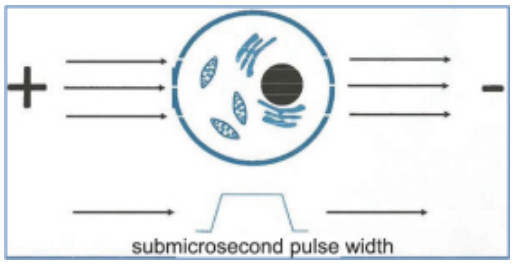
It is estimated that, in 2014, $15 billion dollars were spent on veterinary care.[35] In a 2010 poll by the Associated Press,[36] 35% of pet owners indicated that they would be willing to spend upwards to $2,000 for a serious medical condition of their pet. Many of the ailments that animals suffer from are similar to human diseases or conditions. It is estimated that 50% of dogs over the age of 10 will develop a form of cancer.[37]

We believe that addressing the veterinary oncology market is attractive because:

- large animal data might yield information on the novel biological effects of NPES on tumors, especially confirmation of the adaptive immune response, which will help with translational applications to humans;
- this market might offer a faster path to commercialization because the regulatory pathway for veterinary medical devices is less challenging than for humans; and
- the market for veterinary care is large and continues to grow.[38]

Our Technology

Nano-Pulse Electro-Signaling or NPES is a local and drug-free treatment that utilizes nanosecond pulsed electric fields to induce cell signaling and activate cellular pathways in tissue. These nanosecond pulses exert a physical force on charged molecules inside the cell leading to a transient opening of nanopores in cell and organelle membranes.



These transient pores allow ions to pass through them and this can have several immediate effects such as releasing calcium from the endoplasmic reticulum and eliminating the mitochondrial membrane potential. Downstream effects of NPES include initiating a signaling cascade that we believe can result in immunogenic apoptosis. Immunogenic apoptosis is a process by which cells are induced to die in a manner that activates the immune system to both clear the dying tumor cell and enroll cytotoxic T cells ($CD8^+$) to recognize and eliminate cells of the same tumor type.

These signaling effects were discovered after shortening field pulses to the nanosecond range. In 2001, nanosecond electrical pulses with electric field strengths of 10-100 kV/cm were applied to cells for the first time by Karl Schoenbach, professor at Old Dominion University in collaboration with Professors Beebe and Buescher at Eastern Virginia Medical School.[39] These shorter pulses introduce transient, water-filled defects across the plasma membrane, but more importantly they have the ability to penetrate into the cell cytoplasm to permeabilize

35 American Pet Products Association, (2014). Pet Industry Market Size & Ownership Statistics. U.S. Pet Industry Spending Figures & Future Outlook. CT, USA.
36 Associated Press, (2010). Associated Press-Petside.com poll conducted by GfK Roper Public Affairs & Media. USA
37 The Veterinary Cancer Center (2015). Pet Cancer Awareness. CT. USA.
38 American Pet Products Association, (2014). Pet Industry Market Size & Ownership Statistics. U.S. Pet Industry Spending Figures & Future Outlook. CT, USA
39 Schoenbach KH, Beebe SJ, Buescher ES. Intracellular effect of ultra-short pulses. *Bioelectromagnetics J.* 2001; 22: 440–448.

organelle membranes.[40] It is this nanoporation effect on internal membranes that makes these shorter pulses unique. As a result, following the application of a sufficient number of these unique pulses to tumors, apoptosis or programmed cell death is initiated.[41, 42] We believe that this discovery has potentially significant implications for novel approaches for tumor eradication.

The cellular response to NPESs is believed to occur in the following steps:

- modeling shows that nanopores can form on intracellular membranes within a few nanoseconds and calcium increases in the cytoplasm within 1 second; [43]
- calcium-dependent reactive oxygen species (ROS) generation occurs within approximately 1 min;[44]
- Phosphatidylserine (PS) externalization occurs within several minutes. PS is one marker used by the immune system to target and phagocytose unhealthy cells;[45]
- pyknosis and DNA fragmentation are stimulated within approximately 10 minutes;[46]
- caspase activation occurs within approximately 3 hours and leads to activation of proteases that degrade cellular proteins;[47] and
- an immune response to the treated tumor can be triggered over a period of 14-28 days, as demonstrated in animal models showing presence of $CD8^+$ T cells, calreticulin translocation, and granzyme B secretion.[48, 49]

Benefits of NPES Technology:

- NPESs may induce a targeted adaptive immune response;[50, 45, 46]
- NPES appears to improve healing with less scaring;

40 Vernier PT, Sun Y, Marcu L, Salemi S, Craft CM, Gundersen MA. Calcium bursts induced by nanosecond electric pulses. *Biochem Biophys Res Commun* 2003; 310: 286–295.

41 Beebe SJ, Fox PM, Rec LJ, Somers K, Stark RH, Schoenbach KH. Nanosecond pulsed electric field (nsPEF) effects on cells and tissues: apoptosis induction and tumor growth inhibition. *IEEE Trans Plasma Sci* 2002; 30: 286–292.

42 Beebe SJ, Fox PM, Rec LJ, Willis LK, Schoenbach KH. Nanosecond, high intensity pulsed electric fields induce apoptosis in human cells. *FASEB J* 2003; 17: 1493–1495.

43 Sun Y, Vernier PT, Behrend M, Wang J, Thu MM, Gundersen M, and Marcu L. Fluorescence microscopy imaging of electroperturbation in mammalian cells. *J Biomed Opt* 2006; 11(2): 024010.

44 Nuccitelli R.; Lui K.; Kreis M.; Athos B., and Nuccitelli P. (2013) Nanosecond Pulsed Electric Field Stimulation of Reactive Oxygen Species in Human Pancreatic Cancer Cells is Ca^{2+}-Dependent. *Bioche. Biophys Res Comm*, 435(4): 580-5.

45 Vernier PT, Ziegler MJ, Sun Y, Chang WV, Gundersen MA, Tieleman DP. Nanopore formation and phosphatidylserine externalization in a phospholipid bilayer at high transmembrane potential. *J Am Chem Soc* 2006; 128(19): 6288-9.

46 Nuccitelli R, Chen X, Pakhomov AG, Baldwin WH, Sheikh S, Pomicter JL, Ren W et al. A new pulsed electric field therapy for melanoma disrupts the tumor's blood supply and causes complete remission without recurrence. *Int J Cancer* 2009; 125: 438–445.

47 Ren W, Sain NM, Beebe SJ. Nanosecond pulsed electric fields (nsPEFs) activate intrinsic caspase-dependent and caspase-independent cell death in Jurkat cell. *Biochem Biophys Res Comm* 2012; 421: 808-812.

48 Chen R, Sain NM, Harlow KT, Chen YJ, Shires PK, Heller R, Beebe SJ. A protective effect after clearance of orthotopic rat hepatocellular carcinoma by nanosecond pulsed electric fields. *Eur J of Cancer* 2014; 5(15): 2705-2713.

49 Nuccitelli, R., Berridge,J.C., Mallon, Z., et al. (2015) Nanoelectroablation of Murine Tumors Triggers a CD8-Dependent Inhibition of Secondary Tumor Growth. *PLos One* 10(7):e0134364.

50 Nuccitelli R, Chen X, Pakhomov AG, Baldwin WH, Sheikh S, Pomicter JL, Ren W. et al. A new pulsed electric field therapy for melanoma disrupts the tumor's blood supply and causes complete remission without recurrence. *Int'l J Cancer* 2009; 125: 438–445.

- NPES only modestly raises tissue temperature and does not rely on heat for ablation,[51] thus reducing damage to adjacent and nearby tissue caused by thermal damage;
- NPES may be used alone or in conjunction with chemotherapy or additional drugs;[52] and
- NPES has not shown any need for muscle blockade, unlike irreversible electroporation (IRE),[53, 54] thus in pre-clinical models no paralytic agents have been required.

Our Strategy

We have consolidated several different entities working on nanosecond pulsed electric fields, and we now own or have licensed 34 issued patents and 33 pending patent applications worldwide on the technology. This broad platform with strong IP protection and unique technology allows us to follow a strategy focused on value creation and dilution minimization.

Our strategy is to:

- *Develop a general purpose NPES platform for use across a broad array of applications.* We are developing a versatile nanosecond pulse generator that can produce pulses of variable length, strength and frequency and can be used with various electrode types and deployed into a wide range of applications.
- *Pursue 510(k) clearance from the FDA for general soft tissue ablation followed by post-market studies to show improved clinical outcomes across a number of indications.* We intend to develop and seek FDA 510(k) clearance for an NPES delivery system with indication-specific disposable electrodes. We believe a 510(k) pathway will allow us to quickly make the therapy available, while we conduct post-market studies for broader adoption.
- *Develop novel cancer treatments using combination therapies.* We believe that our technology may work well with other oncology therapies including chemotherapy and other immunotherapies.
- *Pursue partnership opportunities with other companies interested in applying this platform technology to their area of expertise.* We believe that NPES is a platform technology with a new approach to the treatment of diseases using cell signaling. Because our technology might have multiple therapeutic benefits, we plan to develop new product applications and partner with other medical device companies with expertise in specific diseases and/or spin off new companies to develop devices for specific applications which have not yet been identified.

History and Results of our Research

- *2001– Schoenbach, Beebe and Buescher first observed the effects of NPES on mammalian cells at Old Dominion University (ODU) and the Eastern Virginia Medical School (EVMS).*[55] They applied NPES to human white blood cells containing granules stained by eosinophils in vitro. When NPES was applied to human eosinophils, intracellular vesicles were modified without permanent disruption of the plasma membrane. The main conclusion from this model was that shortening the pulse duration and rise time of intense electric field pulses allows manipulation of membranes of internal cell structures,

51 Nuccitelli R., Pliquett U, Chen X., et al. (2006) Nanosecond pulsed electric fields cause melanomas to self-destruct. *Biochem Biophys Res Comm*; 343: 351-360.

52 Qi W, Guo J, Wu S, Su B, Zhang L, Pan J, Zhang J. Synergistic effect of nanosecond pulsed electric field combined with low-dose of pingyangmycin on salivary adenoid cystic carcinoma. *Oncol Rep* 2014; 5: 2220-8.

53 Ball C, Thomson KR, and Kavnoudias H. Irreversible electroporation: a new challenge in “out of operating theater” anesthesia. *Anesth Analg*. 2010; 110(5): 1305-9.

54 Long G, Shires P, Plescia D, Beebe SJ, Kolb JF, and Schoenbach KH. Targeted Tissue Ablation with nanosecond pulsed electric fields. *IEEE Engineering in Medicine and Biology* 2011; 58(8): 2161-2167.

55 Schoenbach KH, Beebe SJ, and Buescher ES. Intracellular effect of ultrashort pulses. *Bioelectromagnetics J*. 2001; 22: 440–448.

which could be applicable to all cell types. This opens the potential for new applications in influencing cellular secretion, apoptosis induction, gene delivery to the nucleus, and other altered cell functions, depending on the electrical pulse conditions.

- *2006 – Scientists at ODU demonstrated NPES can be used as a new, drug-free therapy for treating solid skin melanomas.*[56] This research indicated some important findings set forth below.

  a) Certain pulse parameters were capable of penetrating the interior of tumor cells and cause tumor cell nuclei to rapidly shrink and tumor blood flow to stop.

  b) Within two months of the initial treatment, melanomas were undetectable by transillumination, ultrasound, or serial section histological investigation.

  c) The results of this research showed that melanomas shrank by 90% within two weeks following treatment with NPES. This new technique provides a highly localized targeting of tumor cells with only minor effects on overlying skin, compared to other technologies that use electric fields (i.e. radiofrequency or microwave devices that kill cells via hyperthermia).

- *2007 – Garon et al. evaluated cell viability of a wide range of malignant cell types in vitro and in vivo.* Five hematologic and 16 solid tumor cell lines were pulsed *in vitro*.[57] Additionally, a single human subject with basal cell carcinoma was treated with NPES and had a complete pathologic response. This study demonstrated that NPES was able to ablate a wide variety of human cancer cells *in vitro*, induce tumor regression *in vivo* and show efficacy in a single human patient. The research indicated that different pulsing regimens led to different responses; cell lines displayed significant variability in response to NPES therapy.

- *2009 – ODU and Pulse Biosciences' predecessor investigators demonstrated that the NPES-ablated melanomas did not recur.*[58] NPES was used on murine melanomas in vivo which triggered both necrosis and apoptosis, resulting in complete tumor remission within an average of 47 days in the 17 animals treated. The study was terminated four months after all tumors had been eliminated with no recurrence during that period.

- *2012 – Pulse Biosciences' predecessor eliminated all melanomas in transgenic mice developing the melanomas within their own skin.*[59] All 27 NPES-treated melanomas in 14 mice began to shrink within a day after treatment and gradually disappeared over a period of 12–29 days. These mice were euthanized at different times after melanoma treatment in order to gather histological data and some were followed for over 100 days.

- *In 2014, NPES generated a vaccine-like effect after being used to treat liver tumors in an orthotopic animal model.*[60] Rats with successfully ablated tumors failed to re-grow tumors when implanted in the same or different liver lobe that harbored the original tumor. Given this protective effect, infiltration of immune cells and the presence of granzyme B expressing cells within days of treatment suggest the possibility of an anti-tumor adaptive immune response. The authors concluded that NPES not only eliminates HCC tumors, but also induced an immuno-protective effect against recurrences of the same cancer.

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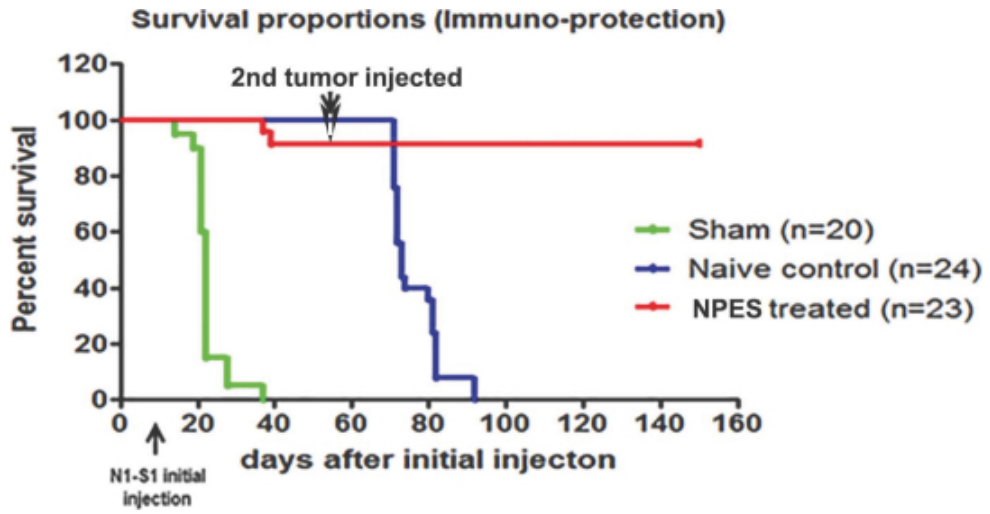
56 Nuccitelli R, Pliquett U, Chen X, Ford W, James SR, Beebe SJ, Kolb JF, and Schoenbach KH. Nanosecond pulsed electric fields cause melanomas to self-destruct. *Biochem Biophys Res Comm* 2006; 343(2): 351-60.

57 Garon EB, Sawcer D, Vernier PT, Tang T, Sun Y, Marcu L, Gundersen MA, Koeffler HP. In vitro and *in vivo* evaluation and a case report of intense nanosecond pulsed electric field as a local therapy for human malignancies. *Int'l J Cancer* 2007; 121(3): 675-82.

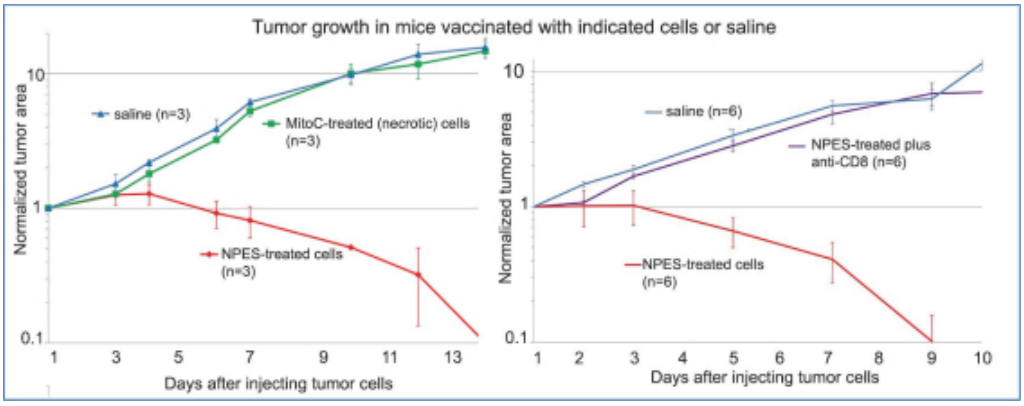
58 Nuccitelli R, Chen X, Pakhomov AG, Baldwin WH, Sheikh S, Pomicter JL, Ren W, Osgood C, Swanson RJ, Kolb JF, Beebe SJ, Schoenbach KH. A new pulsed electric field therapy for melanoma disrupts the tumor's blood supply and causes complete remission without recurrence. Int'l J Cancer 2009; 125(2): 438–445.

59 Nuccitelli R, Tran K, Lui K, Huynh J, Athos B, Kreis M, Nuccitelli P, De Fabo EC. Non-thermal nanoelectroablation of UV-induced murine melanomas stimulates an immune response. *Pigment Cell Melanoma Res* 2012; 25(5): 618-29.

60 Chen R, Sain NM, Harlow KT, Chen YJ, Shires PK, Heller R, Beebe SJ. A protective effect after clearance of orthotopic rat hepatocellular carcinoma by nanosecond pulsed electric fields. *Eur J of Cancer* 2014; 5(15): 2705-2713.



- *In 2015 Pulse Biosciences replicated this immuno-protection result in another rat strain and also demonstrated that this protection requires the presence of cytotoxic T cells (CD8⁺).* This is the best indication thus far that NPES triggers an adaptive immune response.
- *In 2015, Pulse Biosciences published data demonstrating the vaccine-effect of NPES-treated tumor cell lines. Pulse Biosciences demonstrated for the first time that NPES-treated fibrosarcoma cells could be used as a vaccine to protect mice against fibrosarcoma subdermal allografts.*[61] When the NPES-treated cells are injected under the skin of naïve, isogeneic mice, and three weeks are allowed for the immune system to generate cytotoxic T cells specific to these fibrosarcoma cells, subsequent healthy tumor cell injections fail to grow a tumor. Moreover, if CD8⁺ T cells are greatly reduced by the addition of CD8⁺ antibodies when the healthy tumor cells are injected, the tumor growth was normal. This provides strong evidence that the NPES-treated tumor cells produced a CD8-dependent immune response that prevented tumor growth.



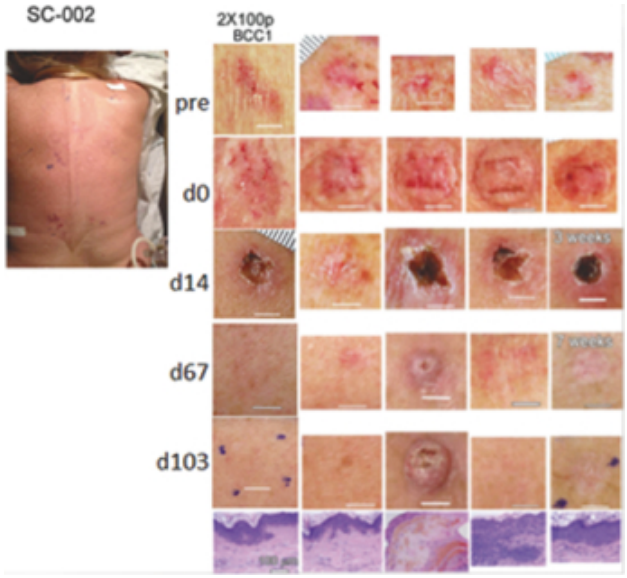
[61] Nuccitelli R, Berridge JC, Mallon Z, Kreis M, Athos B, Nuccitelli P. Nanoelectroablation of murine tumors triggers a CD8-dependent inhibition of secondary tumor growth. *PLoS ONE* 2015; 10(7): e0134364.

Clinical Trial Results

Basal Cell Carcinoma Trial

Pulse Biosciences (through its predecessor) commenced a pilot clinical trial (clinicaltrials.gov NCT01463709) titled “Nanosecond Pulsed Electric Field System to Treat Skin Cancer “ in October 2011. The purpose of the pilot trial was to assess the safety of the PulseCure® pulse generator and NanoBlate® electrode, as well as determine the optimal pulse number for treating BCCs on three Basal Cell Nevus Syndrome patients.

The clinical trial was completed in 2012 and the findings were published in *Experimental Dermatology*.[62] During the clinical trial, ten BCCs on three subjects were treated with 100–1000 electric pulses 100 ns in duration, 30 kV/cm in amplitude. Seven of the ten treated lesions were completely free of basaloid cells when biopsied and two partially regressed. Two of the seven exhibited seborrheic keratosis in the absence of basaloid cells. One of the ten treated lesions recurred by week 10 and histologically had the appearance of a squamous cell carcinoma. No scars were visible at the healed sites of any of the successfully ablated lesions. One hundred pulses were sufficient for complete ablation of BCCs with a single, 1 min NPES treatment. We believe that this study indicated that NPES therapy is safe and may offer a fast and scarless alternative to the current standard of care for small BCCs. We believe that the main advantages of this therapy over surgical excision or electrodesiccation and curettage are the reduced pain, the short treatment time and the absence of scarring.



Time course of the response of 5 BCCs treated on a woman with basal cell nevus syndrome. D0 indicates the appearance of the lesion immediately after treatment and the rows below that indicate the appearance on days 14, 67 and 103 after treatment. A biopsy at the end of this period is shown as a histologic section at the bottom of each row.

Wart Trial

During 2015, we commenced a 40 patient clinical trial to treat common warts. We believe that this wart trial will demonstrate the feasibility of NPES to effectively treat soft tissues with good aesthetic results and a more tolerable recovery experience. Most warts are caused by infection of the human papillomavirus (HPV) family. There are approximately 79 million people with HPV in the United States. This trial could be significant in understanding the potential for the treatment of multiple HPV wart indications. Beyond warts, HPV has been implicated in various forms of cancer and we believe the results of this trial may provide valuable insights into potential HPV related cancer applications. The protocol includes up to four NPES treatments 28 days apart.

[62] Nuccitelli R, Wood R, Kreis M, Athos B, Huynh J, Lui K, Nuccitelli P, Epstein EH Jr. First-in-human trial of nanoelectroablation therapy for basal cell carcinoma: proof of method. *Exp Dermatol* 2014; 23(2): 135-7.

Follow-up and final examination occurs three months after the last scheduled treatment. This trial could shed light on the potential role of NPES on immune activation in the clearance of warts.

Intellectual Property

We believe that our current and any future patents and other proprietary rights we own are and will be essential to our business and create an important competitive advantage for us. We also rely on trade secrets, know-how, continuing technological innovations and licensing opportunities to develop, maintain and strengthen our competitive position. We seek to protect our intellectual property, in part, through confidentiality agreements with our employees, consultants and other parties, patent registration and access control to sensitive information. In part, our success also will depend on the ability of our licensors to obtain, maintain (including making periodic filings and payments) and enforce confidentiality agreements and patent protection for their intellectual property, in particular, those patents and other intellectual property to which we have secured rights.

We own or license 34 issued patents and 33 filed patent applications in the United States and worldwide to protect the intellectual property on which nanosecond pulsed electric field technology is based on. Our United States issued patents are set to expire between 2020 and 2034.

Our patents and applications describe certain features of how our pulse generator precisely delivers nanosecond scale high voltage power, the different electrodes and electrode configurations applicable, the pulse parameters for different conditions or indications, and the induction of the immune system using pulse parameters, among other things. Our patent applications also describe *ex-vivo* treatment of platelets for wound healing applications. We believe that these technologies represent a significant departure from traditional microsecond electroporation or thermal ablative technologies.

We will seek to identify and protect our intellectual property on as wide an indication basis as possible, and follow a strategy of filing for and obtaining patents to block potential competitors and where we believe our technology would be useful in other products. We cannot give any assurance that our patent applications will result in the issuance of a patent or whether the examination process will not require us to narrow our claims. In addition, any patents that we seek or that may be granted may be contested, circumvented, found unenforceable or invalid, and we may not be able to prevent third parties from infringing them. No assurance can be given that others will not independently develop a similar or competing technology or design around any patents that have been or may be issued to us.

We also have two pending United States trademark applications in several classes for terms “Pulse Biosciences” and “Electroblate,” and we have two granted trademarks for “Nanoblate®” and “Pulsecure®.”

As we expand our business internationally, we will seek patent, trademark and copyright protections as appropriate and available and conduct our business with the protections of confidentiality and trade secrets. Depending on the jurisdiction, we may not be able to obtain the scope of protections we seek, in which event we will balance the protections we have available against the importance to us of the market.

Government Grants

In the past we and our predecessors have secured a number of grants from the United States federal government through the NIH. These grants supported some amount of the funding needed for our research and development. Funding through grants is non-dilutive to our equity and usually do not need to be repaid, so long as we comply with the conditions of the grant. In connection with Federal government funding, the government retains ‘March-In’ rights in connection with these grants, which is a non-exclusive right to practice inventions developed from the grant funding. As we conduct our business in the future, we may contemplate the use of United States Federal and state funding through grant opportunities. No assurance can be given that we will obtain any grants that may be available within our areas of research and development.

Research and Development

Since we are a development stage company, the majority of our past business activities and our more immediate future activities will be devoted to research related to our core technologies and development of devices and products based on those technologies. During the fiscal year ended December 31, 2014, we spent $25,000 relating to research and development. We plan to use a substantial portion of the proceeds from this offering for further research and development.

Our current objective is to develop devices and pulse generators for different biomedical applications, including skin and internal cancers and dermatological uses. We plan to continue to investigate means to improve on our current electrode and pulse generator design to meet FDA requirements for one or more medical devices that are capable in delivering energy to a patient for our proposed applications. Proof-of-concept research systems have been developed for different applications and we are currently developing a general purpose nanosecond pulse generator for broad clinical application.

We are planning to invest in clinical studies in oncology and dermatology as well as other applications. As part of our research and development efforts, we continue to hire additional engineers and biologists to conduct various planned experiments. We plan to spend approximately $4.5 million on research and development in the next 12 months.

Competition

The applications we intend to target are subject to intense competition from rapidly evolving companies and new scientific discoveries. We compete against well-established incumbent technologies offering products in oncology, dermatology and aesthetics, minimally invasive treatments, and veterinary applications. Given the broad scope of Pulse Biosciences' technology, we face competition ranging from large manufacturers with multiple business lines to small manufacturers with focused products, as well as providers of other medical therapies and therapeutics for conditions that we intend to treat. Our future success will depend on our ability to establish and maintain a competitive position in current and future technologies.

We compete with multiple new technologies stimulating the immune system to target cancer. Better understanding of the multiple mechanisms by which cancer or precancerous cells can evade the immune system has helped researchers develop drugs targeting immune inhibitors or stimulating T cells. Currently, approved treatments focus on stimulating the immune system in a global way, which leads to significant side effects including autoimmune diseases. Companies with approved checkpoint inhibitors include: Bristol Meyers Squibb and Merck. CAR-T cell therapy has gained attention recently; which refers to a therapy where T cells are removed from a patient and modified to express receptors on its surface that is specific to a cancer type. These cells are then cultured and infused back into the body. Companies developing CAR-T therapies include Juno Therapeutics and Kite Pharma.

We compete with multiple tissue eradication technologies. These technologies cause immediate cell necrosis, killing cells within seconds to hours following exposure and triggering inflammation. Pulse Biosciences' technology is unique and differentiated in that NPES cause cell death over a period of days, by a process of cell signaling that leads to immunogenic apoptosis. This allows for immune activation and decreases scarring or collateral damage to surrounding tissues. Tissue ablating technologies include: Radiofrequency, Microwave, Cryoablation, Laser and Irreversible electroporation.

Irreversible electroporation uses pulsed electric fields at a high voltage in millisecond or microsecond pulse widths. These pulses cause cell membranes to irreversibly permeabilize, resulting in necrosis (death) of the tumor cells. IRE destroys cells without excessive heat or cold, thus making it a good option in places where normal adjacent tissues such as blood vessels should not be damaged. However, this technology stimulates nerves and muscles making it necessary to use general anesthesia and muscle blockade during treatment. In contrast, the

1000 times shorter NPES pulses do not require the use of muscle blockade. Moreover, Pulse Biosciences' technology transiently permeabilizes internal organelles which can lead to a signaling cascade ending in immunogenic apoptosis rather than necrosis.

Tissue ablation companies for therapeutic applications include: Medtronic, Boston Scientific and St. Jude Medical. Ablation companies for dermatologic and aesthetic applications include: Alma Lasers, Cutera and Syneron Medical.

License and Other Agreements

ODURF/EVMS License

We entered into a license agreement with ODURF and EVMS on November 6, 2014, to obtain the right to use, transfer and sublicense a suite of intellectual property rights, including specifically identified patents and patent applications and current and future discoveries and existing know-how that is related to the use of NPES for bio-medical applications. The license permits us to commercialize, exploit and practice the licensed intellectual property throughout the world for human and animal biomedical applications for the delineated patents and know-how. As consideration for the granting of this license, we issued 1,417,500 shares of our common stock.

We have the rights to any intellectual property subject to the license and related patents, patent applications and know-how and the intellectual property created solely by Pulse Biosciences based on the licensed intellectual property. Any jointly created intellectual property will be jointly owned by ODURF and Pulse Biosciences, with ODURF having the right to use it for educational, non-commercial and research purposes and Pulse Biosciences having the right to use it for commercial purposes. For any future intellectual property developed by ODURF and EVMS, Pulse Biosciences has the option to obtain a license to the intellectual property, on either a royalty basis for an exclusive license or non-royalty basis for a non-exclusive license. Also for future developed intellectual property in the fields of use that the licensor develops, and not otherwise subject to the license agreement, Pulse Biosciences has a right of first negotiation. The licensor is required to notify Pulse Biosciences of other inventions within or related to the licensed field conceived or reduced to practice by it and its employees, agents and contractors so that Pulse Biosciences will have the opportunity to review the inventions and to take the option or to negotiate a license.

Some of the patents included in the license were developed with federal sponsorship, therefore, these patents are subject to 35 U.S.C. 200 et. seq., which allows the government a non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject inventions throughout the world. Additionally, the federal law and related regulations require the licensed products using these federally sponsored patents to be substantially manufactured in the United States.

The licensor and Pulse Biosciences are to work together in respect of patent applications and patent prosecution and for the protection of the licensed intellectual property. We assume certain of the reasonable and documented costs of the licensor for the preparation, filing, prosecuting, issuance and maintenance of all patent applications and patents included with in the patent rights under the license.

The term of the license is until the expiration of the last to expire of the licensed patents, the abandonment of the last to be abandoned of the licensed patent applications, or the expiration of all royalty obligations, if any. The license may also be terminated by the licensor, at its option, after notice upon a material breach or default by Pulse Biosciences and immediately without notice on an assignment for the benefit of creditors by or the insolvency, receivership or bankruptcy of Pulse Biosciences. The continuance of the license also is subject to Pulse Biosciences meeting certain milestones.

University of Southern California – Alfred E. Mann Institute for Biomedical Engineering License

As part of the business combination concluded in November 2014, in which we acquired ThelioPulse, we also entered into an agreement by which Pulse Biosciences became a direct licensee of all of the nanopulse related patents and know-how of the University of Southern California ("USC") and the Alfred E. Man Institute for Biomedical Engineering at the University of Southern California ("AMI-USC") that had been previously licensed to ThelioPulse. The license currently covers 12 patents and patent applications relating to uses for nanosecond pulse generators, tips used with the generators and treatments of skin lesions and tissue surfaces by electrical nanopulse. The license was acquired by the issuance of shares of our common stock. Pulse Biosciences may sublicense the licensed intellectual property. The license may be terminated at any time upon mutual agreement of USC, AMI-USC and Pulse Biosciences, and by USC if Pulse Biosciences makes an assignment for the benefit of creditors or is in bankruptcy.

The Frank Reidy Research Center Research and Funding Agreement.

We have been collaborating, and plan to continue to collaborate, with ODURF's Frank Reidy Research Center for Bioelectrics. The NPES technology that is important to our research and future products was originally discovered at the Frank Reidy Center, and it continues to be highly active in sub-microsecond research. We believe that we will continue to use the Frank Reidy Center for specific areas of research in respect of our technology. We entered into a research agreement with ODURF in November 2014 pursuant to which we fund continued research on NPES at the Frank Reidy Center with key bioelectric scientists in accordance with pre-defined programs. Prior to and ending on the consummation of this offering, the company is obligated to engage ODURF for at least $1.0 million per annum for sponsored research, which amount is reduced on a pro-rata basis for a partial year. We also will obtain rights to the intellectual property resulting from the funded research pursuant to the ODURF and EVMS license agreement.

Regulation

Our business is subject to extensive federal, state, local and foreign laws and regulations including those relating to health and safety. Federal and state governmental agencies subject the healthcare industry to intense regulatory scrutiny, including heightened civil and criminal enforcement efforts.

United States Food and Drug Administration (FDA) regulation of medical devices

The Federal Food, Drug and Cosmetic Act, or FDCA, and FDA regulations establish a comprehensive system for the regulation of medical devices intended for human use. Our intended devices will be subject to these laws and regulations and to other federal, state, local and foreign, laws and regulations. The FDA is responsible for enforcing the laws and regulations governing medical devices and products.

FDA classifies medical devices into one of three classes – Class I, Class II, or Class III – depending on their level of risk and the types of controls that are necessary to assure device safety and effectiveness. The class assignment determines the type of premarketing submission or application, if any, that will be required before marketing in the United States.

- Class I devices present a low risk and are not life-sustaining or life-supporting. The majority of Class I devices are subject only to "general controls" – e.g., prohibition against adulteration and misbranding, registration and listing, good manufacturing practices, labeling, and adverse event reporting. General controls are baseline requirements that apply to all classes of medical devices.
- Class II devices present a moderate risk and are devices for which general controls alone are not sufficient to provide a reasonable assurance of safety and effectiveness. Devices in Class II are subject to both general controls and "special controls" – e.g., special labeling, compliance with industry standards, and post-market surveillance. Unless exempted, Class II devices typically require FDA clearance before marketing, through the premarket notification (510(k)) process.

- Class III devices present the highest risk. These devices generally are life-sustaining, life-supporting, or for a use that is of substantial importance in preventing impairment of human health, or present a potential unreasonable risk of illness or injury. Class III devices are devices for which general controls, by themselves, are insufficient and for which there is insufficient information to establish special controls to provide a reasonable assurance of safety and effectiveness. Class III devices are subject to general controls and typically require approval of a premarket approval application before marketing.

Unless it is exempt from premarket review requirements, a medical device or product must receive marketing authorization from FDA prior to being commercially distributed in the United States. The most common pathways for obtaining marketing authorization are 510(k) clearance and premarket approval, or PMA.

510(k) pathway

The 510(k) review process compares a new device or product to an already legally marketed item. Through the 510(k) process, the FDA determines whether a new medical device is "substantially equivalent" to a legally marketed device (i.e., predicate device). "Substantial equivalence" means that the proposed device or product has the same intended use as the predicate device and the same or similar technological characteristics and the information submitted in the 510(k) demonstrates that the proposed device is as safe and effective as the predicate device, and the proposed device does not raise different questions of safety and effectiveness than the predicate device.

To obtain 510(k) clearance, we or our collaborators will have to submit a 510(k) application containing sufficient information and data to demonstrate that our proposed device or product is substantially equivalent to a legally marketed predicate device. These data generally include non-clinical performance testing (e.g., software validation, animal testing, electrical safety testing), but may also include clinical data. Typically, it takes three to twelve months for FDA to complete its review of a 510(k) submission; however, it can take significantly longer and clearance is never assured. During its review of a 510(k), the FDA may request additional information, including clinical data, which may significantly prolong the review process. After completing its review of a 510(k), the FDA may issue an order, in the form of a letter, that finds the device to be either (1) substantially equivalent and states that the device can be marketed in the United States, or (2) not substantially equivalent and states that device cannot be marketed in the United States. Depending upon the reasons for the not substantially equivalent finding, the device may need to be approved through the PMA pathway (discussed below) prior to commercialization.

After a device receives 510(k) clearance, any modification that could significantly affect the safety or effectiveness of the device, or that would constitute a major change in its intended use, including significant modifications to any of our devices and products, requires submission and clearance of a new 510(k). The FDA relies on each manufacturer to make and document this determination initially, but the FDA can review any such decision and can disagree with a manufacturer's determination. If the FDA disagrees with a determination regarding whether a new 510(k) clearance is required for the modifications, the device or product will have to be withdrawn from marketing and distributed items recalled. FDA may also subject us to other enforcement actions, including, but not limited to, issuing a warning letter or untitled letter to us, seizing our products, imposing civil penalties, or initiating criminal prosecution.

Premarket approval pathway

Unlike the comparative standard of the 510(k) pathway, the PMA approval process requires an independent demonstration of the safety and effectiveness of a device or product. The PMA is the most stringent type of device and product marketing application required by FDA. PMA approval is based on a determination by FDA that the PMA contains sufficient valid scientific evidence to assure that the device is safe and effective for its intended use(s). A PMA application generally includes extensive information about the device including the results of clinical testing conducted on the device and a detailed description of the manufacturing process.

After a PMA application is accepted for review, the FDA begins an in-depth review of the submitted information. FDA regulations provide 180 days to review the PMA and to make a determination; however, in reality, the review time is normally longer (e.g., 1-3 years). During this review period, the FDA may request additional information or clarification of information already provided. Also during the review period, an advisory panel of experts from outside the FDA may be convened to review and evaluate the data supporting the application and provide recommendations to the FDA as to whether the data provide a reasonable assurance that the device is safe and effective for its intended use. In addition, the FDA generally will conduct a preapproval inspection of the manufacturing facility to ensure compliance with the Quality System Regulation, or QSR, which imposes comprehensive development, testing, control, documentation and other quality assurance requirements for the design and manufacturing of a medical device.

Based on its review, the FDA may (1) issue an order approving the PMA, (2) issue a letter stating the PMA is "approvable" (e.g., minor additional information is needed), (3) issue a letter stating the PMA is "not approvable," or (4) issue an order denying the PMA. A company may not market a device subject to PMA review until the FDA issues an order approving the PMA. As part of a PMA approval, the FDA may impose post-approval conditions intended to ensure the continued safety and effectiveness of the device including, among other things, restrictions on labeling, promotion, sale and distribution, and requiring the collection of additional clinical data. Failure to comply with the conditions of approval can result in materially adverse enforcement action, including withdrawal of the approval.

Most modifications to a PMA approved device, including changes to the design, labeling, or manufacturing process, require prior approval before being implemented. Prior approval is obtained through submission of a PMA supplement. The type of information required to support a PMA supplement and the FDA's time for review of a PMA supplement vary depending on the nature of the modification.

Clinical trials

Clinical trials of medical devices in the United States are governed by the FDA's Investigational Device Exemption, or IDE, regulation. This regulation places significant responsibility on the sponsor of the clinical study including, but not limited to, choosing qualified investigators, monitoring the trial, submitting required reports, maintaining required records, and assuring investigators obtain informed consent, comply with the study protocol, control the disposition of the investigational device, and submit required reports, among other things.

Clinical trials of significant risk devices (e.g., implants, devices used in supporting or sustaining human life, devices of substantial importance in diagnosing, curing, mitigating or treating disease or otherwise preventing impairment of human health) require FDA and Institutional Review Board, or IRB, approval prior to starting the trial. FDA approval is obtained through submission of an IDE application. Clinical trials of non-significant risk, or NSR, devices (i.e. devices that do not meet the regulatory definition of a significant risk device) only require IRB approval before starting. The clinical trial sponsor is responsible for making the initial determination of whether a clinical study is significant risk or NSR; however, a reviewing IRB and/or FDA may review this decision and disagree with the determination.

An IDE application must be supported by appropriate data, such as performance data, animal and laboratory testing results, showing that it is safe to evaluate the device in humans and that the clinical study protocol is scientifically sound. There is no assurance that submission of an IDE will result in the ability to commence clinical trials. Additionally, after a trial begins, the FDA may place it on hold or terminate it if, among other reasons, it concludes that the clinical subjects are exposed to an unacceptable health risk.

As noted above, the FDA may require a company to collect clinical data on a device in the post-market setting. The collection of such data may be required as a condition of PMA approval. FDA also has the authority to order, via a letter, a post-market surveillance study for certain devices at any time after they have been cleared or approved.

Pervasive and continuing FDA regulation

After a device is placed on the market, regardless of its classification or premarket pathway, numerous additional FDA requirements generally apply. These include, but are not limited to:

- establishment registration and device listing requirements;
- Quality System Regulation, or QSR, requirements, which govern the methods used in, and the facilities and controls used for, the design, manufacture, packaging, labeling, storage, installation, and servicing of finished devices;
- labeling requirements, which mandate the inclusion of certain content in device labels and labeling, and which also prohibit the promotion of products for uncleared or unapproved, i.e., "off-label," uses;
- Medical Device Reporting, or MDR, regulation, which requires that manufacturers and importers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur; and
- Reports of Corrections and Removals regulation, which requires that manufacturers and importers report to FDA recalls (i.e., corrections or removals) if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA that may present a risk to health; manufacturers and importers must keep records of recalls that they determine to be not reportable.

The FDA enforces these requirements by inspection and market surveillance. Failure to comply with applicable regulatory requirements can result in enforcement action by FDA, which may include, but is not limited to, the following sanctions:

- untitled letters or warning letters;
- fines, injunctions and civil penalties;
- recall or seizure of our products;
- operating restrictions, partial suspension or total shutdown of production;
- refusing our request for 510(k) clearance or premarket approval of new products;
- withdrawing 510(k) clearance or premarket approvals that are already granted; and
- criminal prosecution.

International

International sales of medical devices are subject to foreign government regulations, which vary substantially from country to country. In order to market our products in other countries, we or our collaborators will have to obtain regulatory approvals and comply with extensive safety and quality regulations in other countries. The time required to obtain approval by a foreign country may be longer or shorter than that required for FDA clearance or approval, and the requirements may differ. The European Union/European Economic Area, or EU/EEA, requires a European conformity, or CE, mark in order to market medical devices and products. Many other countries, such as Australia, India, New Zealand and Switzerland, accept CE or FDA clearance or approval, although others, such as Brazil, Canada and Japan require separate regulatory filings.

In the EU/EEA, a device or product will be required to comply with the essential requirements of the EU Medical Devices Directive. Compliance with these requirements will entitle the manufacturer to affix the CE mark to a medical device or product, without which they cannot be commercialized in the EEA. To demonstrate compliance with the essential requirements and obtain the right to affix the CE mark the manufacturer must undergo a conformity assessment procedure, which varies according to the type of medical device and its

classification. Except for low risk medical devices (Class I), where the manufacturer can issue an EC Declaration of Conformity based on a self-assessment of the conformity of its devices or products with the essential requirements of the Medical Devices Directive, a conformity assessment procedure requires the intervention of a Notified Body, which is an organization accredited by a Member State of the EEA to conduct conformity assessments. The Notified Body typically audits and examines the quality system for the manufacture, design and final inspection of a device before issuing a certification demonstrating compliance with the essential requirements. Based on this certification an EC Declaration of Conformity can be drawn up which allows the manufacturer to affix the CE mark to a device or product. These rules are undergoing review and in the future may be more stringent and time consuming, and therefore more costly to comply with.

Further, the advertising and promotion of medical devices and products in the EU/EEA is subject to the laws of individual EEA Member States implementing the EU Medical Devices Directive, Directive 2006/114/EC concerning misleading and comparative advertising, and Directive 2005/29/EC on unfair commercial practices, as well as other EEA Member State laws governing the advertising and promotion of medical devices and products. These laws may limit or restrict the advertising and promotion of products to the general public and may impose limitations on promotional activities with healthcare professionals.

Sales and marketing commercial compliance

Federal anti-kickback laws and regulations prohibit, among other things, persons from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in exchange for, or to induce either the referral of an individual, or the purchase, order or recommendation of, any good or service paid for under federal healthcare programs such as the Medicare and Medicaid programs. Possible sanctions for violation of these anti-kickback laws include monetary fines, civil and criminal penalties, exclusion from Medicare and Medicaid programs and forfeiture of amounts collected in violation of such prohibitions.

In addition, federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. Off-label promotion has been pursued as a violation of the federal false claims laws. Pursuant to FDA regulations, we can only market our products for cleared or approved uses. Although surgeons are permitted to use medical devices for indications other than those cleared or approved by the FDA based on their medical judgment, a company is prohibited from promoting products for such off-label uses. Additionally, the majority of states in which we intend to market our devices and products have similar anti-kickback, false claims, anti-fee splitting and self-referral laws, which may apply to items or services reimbursed by any third-party payer, including commercial insurers, and violations may result in substantial civil and criminal penalties.

To enforce compliance with the federal laws, the United States Department of Justice, or DOJ, has increased its scrutiny of interactions between healthcare companies and healthcare providers which has led to an unprecedented level of investigations, prosecutions, convictions and settlements in the healthcare industry. Dealing with investigations can be time- and resource-consuming. Additionally, if a healthcare company settles an investigation with the DOJ or other law enforcement agencies, the company may be required to agree to additional compliance and reporting requirements as part of a consent decree or corporate integrity agreement.

The United States and foreign government regulators have increased regulation, enforcement, inspections and governmental investigations of the medical device industry, including increased United States government oversight and enforcement of the Foreign Corrupt Practices Act. Whenever a governmental authority concludes that a company is not in compliance with applicable laws or regulations, that authority can impose fines, delay or suspend regulatory clearances, institute proceedings to detain or seize products, issue a recall, impose operating restrictions, enjoin future violations and assess civil penalties against the company or the officers or employees and can recommend criminal prosecution. Moreover, governmental authorities can ban or request the recall, repair, replacement or refund of the cost of devices that a company distributes.

Additionally, the commercial compliance environment is continually evolving in the healthcare industry as some states, including California, Massachusetts and Vermont, mandate implementation of corporate compliance programs, along with the tracking and reporting of gifts, compensation and other remuneration to physicians. The Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, collectively, the ACA, also imposes reporting and disclosure requirements on device manufacturers for any "transfer of value" made or distributed to prescribers and other healthcare providers. Device manufacturers are also required to report and disclose any investment interests held by physicians and their family members during the preceding calendar year. Failure to submit required information may result in civil monetary penalties of up to an aggregate of $150,000 per year (and up to an aggregate of $1 million per year for "knowing failures"), for all payments, transfers of value or ownership or investment interests not reported in an annual submission. The shifting compliance environment and the need to build and maintain robust and expandable systems to comply in multiple jurisdictions with different compliance and/or reporting requirements increase the possibility that a healthcare company may run afoul of one or more of the requirements.

Healthcare fraud and abuse

Healthcare fraud and abuse laws apply when a customer submits a claim for an item or service that is reimbursed under Medicare, Medicaid or most other federally-funded healthcare programs. The federal Anti-Kickback Statute prohibits unlawful inducements for the referral of business reimbursable under federally-funded healthcare programs, such as remuneration provided to physicians to induce them to use certain tissue products or medical devices reimbursable by Medicare or Medicaid. The Anti-Kickback Statute is subject to evolving interpretations. For example, the government has enforced the Anti-Kickback Statute to reach large settlements with healthcare companies based on sham consultant arrangements with physicians. The majority of states also have anti-kickback laws which establish similar prohibitions that may apply to items or services reimbursed by any third-party payer, including commercial insurers. Further, the ACA among other things, amends the intent requirement of the federal anti-kickback and criminal healthcare fraud statutes. A person or entity no longer needs to have actual knowledge of this statute or specific intent to violate it. In addition, the ACA provides that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the false claims statutes. If a governmental authority were to conclude that we are not in compliance with applicable laws and regulations, we and our officers and employees could be subject to severe criminal and civil penalties including, for example, exclusion from participation as a supplier of product to beneficiaries covered by Medicare or Medicaid.

Federal authorities have raised concerns about health care companies with ownership interests held by physicians who may purchase or use the products of the company to the extent that such ownership arrangements "exhibit questionable features" such as (1) selecting investors because they are in a position to generate substantial business for the company, (2) requiring investors who cease to be in a position to generate business for the company to divest their ownership interests, and/or (3) distributing extraordinary returns on investment to physician owners compared to the level of risk involved in their investment. If a governmental authority were to conclude that investments by physicians in the company demonstrated any indicia of these types of questionable features, we could be subjected to scrutiny under the Anti-Kickback Statute and such authority could conclude that we are not in compliance with the Anti-Kickback Statute regulations as a result of our ownership structure.

In addition to the Anti-Kickback Statute, the federal physician self-referral statute, commonly known as the Stark Law, prohibits physicians who have a financial relationship with an entity, including an investment, ownership or compensation relationship, from referring Medicare patients for designated health services unless an exception applies. Similarly, entities may not bill Medicare or any other party for services furnished pursuant to a prohibited referral. Many states have their own self-referral laws as well, which in some cases apply to all third-party payers, not just Medicare and Medicaid. If a governmental authority were to conclude that a company is not in compliance with the Stark Law or state self-referral laws and regulations, there may be severe financial consequences, including the obligation to refund amounts billed to third-party payers in violation of such laws, civil penalties and potentially also exclusion from participation in government healthcare programs like Medicare

and Medicaid. The Stark Law often is enforced through lawsuits brought under the Federal False Claims Act, violations of which trigger significant monetary penalties and treble damages.

Additionally, the civil False Claims Act prohibits knowingly presenting or causing the presentation of a false, fictitious or fraudulent claim for payment to the United States government. Actions under the False Claims Act may be brought by the Attorney General or as a qui tam action by a private individual in the name of the government. Violations of the False Claims Act can result in very significant monetary penalties and treble damages. The federal government is using the False Claims Act, and the accompanying threat of significant liability, in its investigations of healthcare providers and suppliers throughout the country for a wide variety of Medicare billing practices, and has obtained multi-million and multi-billion dollar settlements in addition to individual criminal convictions. Given the significant size of actual and potential settlements, it is expected that the government will continue to devote substantial resources to investigating healthcare providers' and suppliers' compliance with the healthcare reimbursement rules and fraud and abuse laws.

Health information privacy

The federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, impose requirements on certain covered healthcare providers, health plans and healthcare clearinghouses, known as covered entities, as well as their business associates that perform services for them that involve individually identifiable health information. The HIPAA privacy and security regulations, including the expanded requirements under HITECH, establish comprehensive federal standards with respect to the use and disclosure of protected health information by covered entities and their business associates, in addition to setting standards to protect the confidentiality, integrity and security of protected health information. Depending on the development of our business, we may have to comply with these regulations.

Employees

As of the date of this prospectus, we employ 11 people on a full-time basis, including our 2 executive officers. We also engage from time to time consultants for various activities. After this offering, we plan on increase the number of our employees to expand and accelerate our research and development activities.

Properties

Our executive offices and research facilities are presently located in a 3,574 square foot facility in Burlingame, California pursuant to a lease ending September 30, 2016, at the rate of approximately $16,000 per month.

We believe that our current office and laboratory space is adequate for the foreseeable future. If we are unable to renew our current lease or need additional leased facilities, we believe that there are many options readily available at prices comparable to those we are currently paying.

Litigation

There are no pending legal proceedings to which we or our properties are subject.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the consolidated financial statements and related notes thereto and the unaudited pro forma condensed consolidated financial information appearing elsewhere in this prospectus. In addition to historical information, this discussion and analysis here and throughout this prospectus contains forward-looking statements that involve risks, uncertainties and assumptions. The actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors, including, but not limited, to those set forth under "Risk Factors" and elsewhere in this prospectus.

Overview

Pulse Biosciences is a development stage medical device company using a novel and proprietary platform technology, Nano-Pulse Electro-Signaling, or NPES, for biomedical applications. Our corporate offices and research facilities are located in Burlingame, California.

Our activities are subject to significant risks and uncertainties, including the need for additional capital, as described below. The company has not yet commenced any revenue-generating operations, does not have any cash flows from operations, and will need to raise additional capital to finance its operations.

Major Transactions in 2014

Acquisition of Businesses

During November 2014, Pulse Biosciences acquired ThelioPulse, Inc. ("TPI"), BioElectroMed Corp. ("BEM"), and NanoBlate Corp. ("NB") to establish a single, consolidated entity combining the efforts of the major companies working on NPES into one technology and intellectual property platform. In connection with the acquisitions of TPI, BEM and NB, we issued an aggregate of 2,026,698 shares of common stock to the stockholders of TPI, BEM and NB. NB was a 90.8% owned subsidiary of BEM on the acquisition date.

As a result of the acquisitions of TPI, BEM and NB, as well as the license agreements relating to NPES for biomedical applications as described below, we believe that our company is the dominant holder of intellectual property for biomedical applications of NPES. The company owns or licenses for biomedical use a patent portfolio encompassing domestic and foreign patents and patents pending. This patent portfolio covers pulse generator and electrode design, methods of applying pulsed electric fields for disease indications and stimulation of biological effects utilizing pulsed electric fields in various medical indications, including cardiology, oncology, dermatology, neurodegenerative disease and aesthetic applications.

The 2,026,698 shares of common stock issued to the TPI, BEM and NB stockholders were valued at an aggregate of $5,411,284 ($2.67 per share), based on the per share cash selling price of the common stock sold in the contemporaneous private placement of common stock.

The company accounted for the acquisitions of TPI, BEM and NB pursuant to ASC Topic 805, Business Combinations. We utilized the assistance of an outside valuation firm to assist it in identifying and evaluating the fair value of the assets acquired. It was ultimately determined that the relief from royalty method under the income approach to value was the most appropriate valuation methodology under the circumstances.

We employed the assumptions utilized in the relief from royalty method to determine the appropriate amortization period of the acquired assets. Based on the projected life of the acquired technology and the related revenue stream, we determined an appropriate amortization life of 12 years.

Based on the history and state of development of the acquired companies, including an analysis of the status of their respective research and development programs and intellectual property at the time of the transaction, we determined the identifiable intangible assets acquired in the transaction. The table presented below summarizes the fair value of the assets acquired and liabilities assumed by the company at the closing of the acquisitions on November 6, 2014.

Fair value of assets acquired:	
Cash	$ 1,480
Prepayment and other current assets	43,985
Equipment	150,000
Technology – intangible assets	4,200,000
Goodwill	2,791,157
	7,186,622
Less: Deferred tax liability	1,680,000
Total assets acquired	$ 5,506,622
Consideration transferred by the company:	
Fair value of common shares issued	$ 5,411,284
Liabilities assumed	95,338
Total consideration paid	$ 5,506,622

Pro forma unaudited information is presented below with respect to the consolidated results of operations for the periods ended December 31, 2014 and September 30, 2014, as if the acquisitions had occurred on the first day of each such period. The pro forma results of operations include the historical results of operations of the company for the period from May 19, 2014 (inception) to each period end, and the historical results of operations of TPI, BEM and NB from January 1, 2014 to each period end. Acquisition-related costs incurred by the company for the period from May 19, 2014 (inception) through December 31, 2014 of approximately $120,000 are not included in the pro forma net loss shown below. The pro forma results of operations are not necessarily indicative of the financial results that might have occurred had the merger transaction actually taken place on such date, or of future results of operations. Pro forma information is summarized as follows:

	Periods Ended	
	December 31, 2014	September 30, 2014
Revenues	$ —	$ —
Net loss	$(1,020,901)	$ (512,107)
Net loss per common share—basic and diluted	$ (0.13)	$ (0.07)
Weighted average number of common shares outstanding—basic and diluted	7,565,451	7,565,451

Additional information with respect to the acquisition of businesses is provided at Note 3 to the consolidated financial statements and at Unaudited Condensed Consolidated Pro Forma Financial Information, which are presented elsewhere in this prospectus.

Acquisition of Intellectual Property

In addition to the acquisition of TPI, BEM and NB as described above, on November 6, 2014, the company also licensed related intellectual property relating to NPES for biomedical applications from Old Dominion University Research Foundation (“ODURF”) and Eastern Virginia Medical School (“EVMS”). In connection

with the license of the intellectual property rights, we issued an aggregate of 1,417,500 shares of common stock to ODURF and EVMS.

The shares of common stock were valued at an aggregate value of $3,784,725 ($2.67 per share), based on the per share selling price of the common stock sold in the contemporaneous private placement of common stock. We accounted for the issuance of the shares of common stock to ODURF and EVMS as the acquisition of a license to utilize certain technology, and recorded the acquisition of such rights as an asset. We measured the value of such rights based on the aggregate fair value of the shares issued.

As provided for in the license agreement with ODURF/EVMS, on November 6, 2014, the company funded research with ODURF's Frank Reidy Research Center for Bioelectrics, a leading research organization in the field, which includes certain intellectual property rights arising from the research, as described below.

Additional information with respect to the acquisition of intellectual property license rights is provided at Note 4 to the consolidated financial statements and at Pro Forma Financial Information, which are presented elsewhere in this prospectus.

Significant Contracts and Agreements Related to Research and Development Activities

Research Grants

Through our subsidiary, BEM, we have been developing new bioelectric technology to detect and treat diseases since its founding in 2003. BEM has been funded by grants from the National Cancer Institute of the National Institutes of Health (the "NIH"), including grants from the NIH Small Business Innovation Research ("SBIR") Program, to conduct research and develop devices that will provide health benefits utilizing bioelectric technology.

BEM received a research grant under the SBIR Program in August 2013 for $1,141,554 for a project entitled "EndoPulse System for Endoscopic Ultrasound-Guided Therapy of Pancreatic Carcinoma". The research project was scheduled to be completed in August 2014, but was extended to August 2015. The company completed the project during the nine months ended September 30, 2015.

During the period from May 19, 2014 (inception) through December 31, 2014, we received research grant funding of $178,364. During the nine months ended September 30, 2015 (unaudited) and the period from May 19, 2014 (inception) through September 30, 2014 (unaudited), the company received research grant funding of $339,906 and $0, respectively. The balance of available funds under the research grant was $0 at September 30, 2015 (unaudited) and $339,906 at December 31, 2014. At December 31, 2014, deferred research grant revenue was $39,488.

Sponsored Research Agreement - Frank Reidy Center

As provided for in our license agreement with ODURF and EVMS, both of which are stockholders of our company, in November 2014 we entered into a Sponsored Research Agreement with ODURF, pursuant to which the company sponsors research activities performed by ODURF at the Frank Reidy Center. In March 2015, we approved a budget of $1,200,000 for research activities to be performed by ODURF. During the nine months ended September 30, 2015 (unaudited), the company incurred $790,909 of costs and expects to incur an additional $409,091 of costs at September 30, 2015, consisting of $245,455 of costs during the three months ending December 31, 2015 and $163,636 of costs during the three months ending March 31, 2016.

Going Concern

Since its inception, the company has not generated any operating revenues and has financed its operations through the sale of common stock, as well as research grants from a governmental agency. The company incurred

a net loss of $276,560 and negative operating cash flows of $101,603 for the period from May 19, 2014 (inception) through December 31, 2014, and a net loss of $2,828,072 and negative operating cash flows of $1,986,291 for the nine months ended September 30, 2015. The company expects to continue to incur losses and negative operating cash flows for at least the next few years.

The company will need to raise additional capital to be able to fund its business activities on a going forward basis. The company's objective is to complete an initial public offering to raise gross proceeds of approximately $20,000,000 to provide it with sufficient financial resources to fund its operations for a period in excess of the next twelve months, but there can be no assurances that the company will be successful in this regard. Furthermore, there can be no assurances that the company will be able to obtain additional financing on acceptable terms and in the amounts necessary to fully fund its future operating requirements. If the company is unable to obtain sufficient cash resources, it may be forced to reduce or discontinue its operations entirely.

The company's independent registered public accounting firm, in its report on the 2014 consolidated financial statements, has raised substantial doubt about the company's ability to continue as a going concern without the proceeds from the initial public offering.

Plan of Operation

We have unified the technology, intellectual property and know-how in NPES for biomedical applications, creating a company with a strong patent portfolio, scientific leadership, and what we believe to be the most advanced clinical programs in the field. NPES is a localized, drug free treatment, where high voltage, short, nano-second electric field bursts are applied to tissue. We intend to use the proceeds of the initial public offering to fund our current research and development activities and continue research into next generation technology, as well as to fund clinical and pre-clinical trials, intellectual property protection and our general and administrative costs.

We plan to create a leading market position as a medical device company able to produce a drugless, localized, natural cell death by a process of cell signaling that induces a targeted adaptive immune stimulation response through the following key elements:

- Improving our technology by continuing to bolster research and development efforts. We expect to develop different devices to target different treatments that deploy our platform technology.
- Further exploring and understanding the benefits of NPES with the objective of broadening the currently-identified cosmetic and therapeutic applications and identifying new applications. We anticipate that the clinical studies will enable us to recognize the advantages and efficacy of our technology for certain unmet medical needs in identify new applications.
- Continuing to protect and dominate the intellectual property landscape with respect to NPES, which we expect would increase our ability to deter competitors, as well as position our company for favorable licensing and partnering opportunities.
- We expect that partnering with medical or biomedical device companies for certain applications may accelerate product acceptance into target market areas and allow us to gain the sales and marketing advantages of the distribution infrastructure.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2014-09 (ASU 2014-09), *Revenue from Contracts with Customers*. ASU 2014-09 will eliminate transaction- and industry-specific revenue recognition guidance under current GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. ASU 2014-09 also will require

additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. Based on the FASB's Exposure Draft Update issued on April 29, 2015, and approved in July 2015, *Revenue from Contracts With Customers (Topic 606): Deferral of the Effective Date*, ASU 2014-09 is now effective for reporting periods beginning after December 15, 2017, with early adoption permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The adoption of ASU 2014-09 is not expected to have any impact on financial statement presentation or disclosures.

In August 2014, the FASB issued Accounting Standards Update No. 2014-15 (ASU 2014-15), *Presentation of Financial Statements – Going Concern (Subtopic 205-10)*. ASU 2014-15 provides guidance as to management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosures. In connection with preparing financial statements for each annual and interim reporting period, an entity's management should evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable). Management's evaluation should be based on relevant conditions and events that are known and reasonably knowable at the date that the financial statements are issued (or at the date that the financial statements are available to be issued when applicable). Substantial doubt about an entity's ability to continue as a going concern exists when relevant conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued (or available to be issued). ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The adoption of ASU 2014-15 is not expected to have any impact on financial statement presentation or disclosures.

In February 2015, the FASB issued Accounting Standards Update No. 2015-02 (ASU 2015-02), *Consolidation (Topic 810).* ASU 2015-02 changes the guidance with respect to the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. All legal entities are subject to reevaluation under the revised consolidation mode. ASU 2015-02 affects the following areas: (1) limited partnerships and similar legal entities; (2) evaluating fees paid to a decision maker or a service provider as a variable interest; (3) the effect of fee arrangements on the primary beneficiary determination; (4) the effect of related parties on the primary beneficiary determination; and (5) certain investment funds. ASU 2015-02 is effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the guidance in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. A reporting entity may apply the amendments in this guidance using a modified retrospective approach by recording a cumulative-effect adjustment to equity as of the beginning of the fiscal year of adoption. A reporting entity also may apply the amendments retrospectively. The adoption of ASU 2015-02 is not expected to have any impact on financial statement presentation or disclosures.

Management does not believe that any other recently issued, but not yet effective, authoritative guidance, if currently adopted, would have a material impact on financial statement presentation or disclosures.

Critical Accounting Policies

The following discussion and analysis of financial condition and results of operations is based upon the consolidated financial statements, which have been prepared in conformity with accounting principles generally accepted in the United States of America. Certain accounting policies and estimates are particularly important to the understanding of the company's financial position and results of operations and require the application of significant judgment by management or can be materially affected by changes from period to period in economic

factors or conditions that are outside of the company's control. As a result, these issues are subject to an inherent degree of uncertainty. In applying these policies, management uses its judgment to determine the appropriate assumptions to be used in the determination of certain estimates. Those estimates are based on the company's historical operations, the future business plans and the projected financial results, the terms of existing contracts, trends in the industry, and information available from other outside sources. For a more complete description of the company's significant accounting policies, see Note 2 to the consolidated financial statements for the period from May 19, 2014 (inception) to December 31, 2014, which is presented elsewhere in this prospectus.

Long-Lived Assets

The company reviews long-lived assets, consisting of equipment and intangible assets, for impairment at each fiscal year end or when events or changes in circumstances indicate the carrying value of these assets may exceed their current fair values. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the assets. Assets to be disposed of are separately presented in the consolidated balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated.

Goodwill

The company records goodwill when the consideration paid in a business acquisition exceeds the fair value of the net tangible assets and the identified intangible assets acquired. The company reviews goodwill for impairment at least annually or whenever changes in circumstances indicate that the carrying value of the goodwill may not be recoverable.

Research Grants

Research grants are generally funded and paid through governmental, institutional, educational or research organizations. Grants received from agencies of the federal government are subject to federal regulation as to how the company conducts its research activities, and the company is required to comply with the respective research agreement terms relating to those grants. Amounts received under research grants are nonrefundable, regardless of the success of the underlying research project, to the extent that such amounts are expended in accordance with the approved grant project. The company is permitted to draw down the research grants after incurring the related expenses. Amounts received under research grants are offset against the related research and development costs in the company's consolidated statement of operations as the costs are incurred.

Research and Development Costs

Research and development costs consist primarily of fees paid to consultants and outside service providers and organizations (including research institutes at universities), patent fees and costs, and other expenses relating to the acquisition, design, development and testing of the company's treatments and product candidates. Research and development costs incurred by the company are expensed as incurred, unless the achievement of milestones, the completion of contracted work, or other information indicates that a different expensing schedule is more appropriate.

Patent Costs

Due to the significant uncertainty associated with the successful development of one or more commercially viable products based on the company's research efforts and any related patent applications, all patent costs, including patent-related legal fees, filing fees, and other costs, including internally generated costs, are expensed as incurred.

Stock-Based Compensation

The company periodically issues stock options to officers, directors, employees and consultants for services rendered. Such issuances vest and expire according to terms established at the issuance date.

Stock-based payments to officers, directors and employees, including grants of employee stock options, are recognized in the financial statements based on their fair values. Stock option grants, which are generally time vested, are measured at the grant date fair value and charged to operations on a straight-line basis over the vesting period. The fair value of stock options is determined utilizing the Black-Scholes option-pricing model, which is affected by several variables, including the risk-free interest rate, the expected dividend yield, the life of the equity award, the exercise price of the stock option as compared to the fair market value of the common stock on the grant date, and the estimated volatility of the common stock over the term of the equity award.

The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Until we have established a trading market for its common stock, estimated volatility is based on the average historical volatilities of comparable public companies in a similar industry. The expected dividend yield is based on the current yield at the grant date; the company has never declared or paid dividends and has no plans to do so for the foreseeable future. The fair value of common stock is determined by reference to either recent or anticipated cash transactions involving the sale of our common stock.

Stock options issued to non-employees as compensation for services provided to the company are accounted for based upon the estimated fair value of the stock options. Management utilizes the Black-Scholes option-pricing model to determine the fair value of the stock options issued by the company. We recognize this expense over the period in which the services are provided.

The company recognizes the fair value of stock-based compensation costs in general and administrative costs and in research and development costs, as appropriate, in the consolidated statements of operations. The company issues new shares to satisfy stock option exercises.

Income Taxes

The company accounts for income taxes under an asset and liability approach for financial accounting and reporting for income taxes. Accordingly, we recognize deferred tax assets and liabilities for the expected impact of differences between the financial statements and the tax basis of assets and liabilities.

We record a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. In the event the company determines that it would be able to realize its deferred tax assets in the future in excess of its recorded amount, an adjustment to the deferred tax assets would be credited to operations in the period such determination was made. Likewise, should the company determine that it would not be able to realize all or part of its deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to operations in the period such determination was made.

The company accounts for uncertainties in income tax law under a comprehensive model for the financial statement recognition, measurement, presentation and disclosure of uncertain tax positions taken or expected to be taken in income tax returns as prescribed by GAAP. The tax effects of a position are recognized only if it is “more-likely-than-not” to be sustained by the taxing authority as of the reporting date. If the tax position is not considered “more-likely-than-not” to be sustained, then no benefits of the position are recognized.

Results of Operations

We were incorporated in Nevada on May 19, 2014, under the name Electroblate, Inc., and changed our name to Pulse Biosciences, Inc. effective December 8, 2015. Our consolidated financial statements are prepared

in accordance with United States generally accepted accounting principles ("GAAP") and include the financial statements of the company and its wholly-owned subsidiaries, BEM and NB, since their date of acquisition on November 6, 2014. TPI, which was acquired on November 6, 2014, was merged into Pulse Biosciences subsequent to its acquisition and ceased to exist as a separate entity. We have not yet commenced any revenue-generating operations.

Operating Expenses

We generally recognize operating expenses as they are incurred in two general categories, general and administrative costs and research and development costs, as well as amortization of intangible assets. Our operating expenses also include non-cash components related to depreciation of equipment and stock-based compensation costs, which are allocated, as appropriate, to general and administrative costs and research and development costs. We also periodically receive research grants from institutions or agencies, such as the National Institutes of Health, to fund some of the costs of our research activities. We record these research grants as offsets to research and development costs.

- General and administrative expenses consist, or will consist, primarily of salaries and related expenses for executive, legal, finance, human resources, information technology and administrative personnel, as well as professional fees, insurance costs, and other general corporate expenses. Management expects general and administrative expenses to increase in future periods as the company adds personnel and incurs additional costs related to an expansion of its research and development activities and its operation as a public company, including higher legal, accounting, insurance, compliance, compensation and other costs
- Research and development expenses consist, or will consist, primarily of employee compensation and consulting costs related to the design, development and enhancement of the company's potential future products, patent filing fees and costs, and rent, offset by grant revenue received in support of specific research projects. The company expenses research and development costs as they are incurred. Management expects research and development expenses to increase in the future as the company increases its efforts to develop technology for potential future products based on its technology and research, and also expects that the company will receive additional research grants in the future.

The company's consolidated statements of operations as discussed herein are presented below.

	May 19, 2014 (inception) through December 31, 2014	**Nine Months Ended September 30, 2015** (Unaudited)	**May 19, 2014 (inception) through September 30, 2014** (Unaudited)
Revenue	$ —	$ —	$ —
Operating expenses:			
General and administrative	43,379	806,865	—
Research and development, net of grant revenue	25,664	1,627,162	—
Amortization of intangible assets	110,900	499,045	—
Costs of business acquisitions	119,951	—	111,796
Total operating expenses	299,894	2,933,072	111,796
Loss from operations, before income taxes	(299,894)	(2,933,072)	(111,796)
Income tax expense (benefit)	(23,334)	(105,000)	—
Net loss	$ (276,560)	$(2,828,072)	$ (111,796)

Period from May 19, 2014 (Inception) through December 31, 2014

The period from May 19, 2014 (inception) through November 6, 2014 was a period of limited activity for the company, as it was in the formation stage and capital raising stage, until it completed the acquisition of the businesses and the license of the intellectual property rights on November 6, 2014. Accordingly, the discussion presented below with respect to the period from May 19, 2014 (inception) to December 31, 2014 is not indicative of future results of operations.

General and Administrative

General and administrative expenses were $43,379 for the period from May 19, 2014 (inception) through December 31, 2014, which consisted primarily of normal corporate formation and start-up legal costs.

Research and Development

Research and development expenses, consisting of patent legal fees and costs, were $25,644 for the period from May 19, 2014 (inception) through December 31, 2014, and are presented net of NIH research grant revenues of $178,364.

Amortization of Intangible Assets

Amortization of acquired intangible assets totaled $110,900 for the period from May 19, 2014 (inception) through December 31, 2014.

Costs of Business Acquisitions

Costs of business acquisitions were $119,951 for the period from May 19, 2014 (inception) through December 31, 2014, which consisted of legal fees and costs.

Income Tax Benefit

We recognized an income tax benefit of $23,334 for the period from May 19, 2014 through December 31, 2014.

Net Loss

The net loss was $276,560 for the period from May 19, 2014 (inception) through December 31, 2014.

Nine Months Ended September 30, 2015, as Compared to the Period from May 19, 2014 (Inception) to September 30, 2014

General and Administrative

General and administrative expenses were $806,865 for the nine months ended September 30, 2015. We did not incur any general and administrative expenses for the period May 19, 2014 (inception) through September 30, 2014.

Research and Development

Research and development expenses were $1,627,162 for the nine months ended September 30, 2015, and are presented net of NIH research grant revenues of $339,906.

We did not incur any research and development expenses for the period from May 19, 2014 (inception) through September 30, 2014.

Amortization of Intangible Assets

Amortization of acquired intangible assets totaled $499,045 for the nine months ended September 30, 2015. We did not incur any amortization of acquired intangible assets for the period from May 19, 2014 (inception) through September 30, 2014, as we had not completed the acquisition of the amortizable intangible assets until November 6, 2014.

Costs of Business Acquisitions

We did not incur any costs of business acquisitions for the nine months ended September 30, 2015. Costs of business acquisitions were $111,796 for the period from May 19, 2014 (inception) through September 30, 2014, which consisted of legal fees and costs.

Income Tax Benefit

We recognized an income tax benefit of $105,000 for the nine months ended September 30, 2015. We did not incur any income tax expense or benefit for the period from May 19, 2014 through September 30, 2014.

Net Loss

The net loss was $2,828,072 for the nine months ended September 30, 2015, as compared to $111,796 for the period from May 19, 2014 (inception) through September 31, 2014.

Liquidity and Capital Resources – September 30, 2015 and December 31, 2014

The company's consolidated financial statements have been presented on the basis that it is a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. The company has experienced operating losses and negative operating cash flows since inception, and has financed its working capital requirements through the sale of its equity securities. As a result, the company's independent registered public accounting firm, in its report on the company's 2014 consolidated financial statements, has raised substantial doubt about the company's ability to continue as a going concern (see "Going Concern" above").

On November 6, 2014, we sold 2,996,253 shares of common stock in a private placement to accredited investors for $2.67 per share, resulting in gross cash proceeds of $7,999,998. Direct costs of the private placement consisted of a 10% placement agent fee to the placement agent, MDB Capital Group, LLC and its designees, of $799,998 and related legal fees and reimbursable expenses of $53,853. Net cash proceeds from the private placement were $7,147,147, including $1,000 received for the placement agent warrant.

Management is planning an initial public offering in 2016 of approximately 5,000,000 shares of common stock, which is expected to generate gross proceeds of approximately $20,000,000 and net proceeds of approximately $17,000,000. We intend to use the net proceeds from this offering to fund:

- ongoing research and development of NPES and potential products based on such technology;
- clinical and pre-clinical research and development with respect to applications of NPES, including labor costs, equipment, manufacturing and third party development costs, and costs related to animal studies; and
- general corporate requirements, including working capital, business development, administrative support services, the hiring of additional personnel and the costs of operating as a public company.

The amounts that we actually spend for any specific purpose may vary significantly and will depend on a number of factors, including, but not limited to, our research and development activities and programs, the pace

of commercialization efforts, regulatory approval, market conditions, and changes in or revisions to technology development plans. Investors will be relying on the judgment of management regarding the application of the proceeds from the sale of our common stock.

To date, we have not generated any revenues from product sales, and management does not expect to generate revenues from product sales for the next few years. Funding for our business plan has been provided from the issuance of equity securities and grants from governmental agencies. Over the next few years, we intend to invest in research and development to develop commercially viable products and to assess the feasibility of potential future products. Additionally, after the completion of the proposed initial public offering, we expect that our general and administrative expenses will increase as we incur substantial incremental costs associated with being a public company.

At September 30, 2015 and December 31, 2014, the company had cash of $4,949,376 and $7,008,704, respectively, a reduction of $2,059,328 for the nine months ended September 30, 2015. At September 30, 2015 and December 31, 2014, the company had working capital of $4,656,475 and $6,865,949, respectively, a reduction of $2,209,474 for the nine months ended September 30, 2015. The company uses its cash and working capital resources to fund its operations, including its research and development activities.

We believe that the net proceeds from this offering, combined with our existing cash resources, will be sufficient to fund our projected operating requirements for at least 12 months subsequent to the closing of the offering. Until we are able to generate sustainable product revenues at profitable levels, we expect to finance our future cash needs through public or private equity offerings, debt financings or corporate collaboration and licensing arrangements. Such additional funds may not be available on terms acceptable to us or at all, particularly in light of recent market conditions. If we raise funds by issuing equity securities, the ownership of our stockholders will be diluted and the new equity securities may have priority rights over our existing stockholders.

Operating Activities

During the nine months ended September 30, 2015, the company used cash of $1,986,291 in operating activities. The difference between cash used in operating activities and net loss consisted primarily of depreciation and amortization and stock-based compensation, and changes in deferred income taxes. The company did not use any cash in operating activities for the period from May 19, 2014 (inception) through September 30, 2014.

During the period from May 19, 2014 (inception) through December 31, 2014, the company used cash of $101,603 in operating activities. The difference between cash used in operating activities and net loss consisted primarily of amortization of intangible assets

Investing Activities

During the nine months ended September 30, 2015, the company used cash of $73,037 for investing activities for the purchase of office and laboratory equipment. The company did not use any cash in investing activities for the period from May 19, 2014 (inception) through September 30, 2014.

During the period from May 19, 2014 (inception) through December 31, 2014, the company used cash of $46,195 for the purchase of office and laboratory equipment, reduced by cash of $1,480 included as part of the business assets acquired on November 6, 2014.

Financing Activities

During the nine months ended September 30, 2015, the company did not have any cash flows from financing activities. During the period from May 19, 2014 (inception) through September 30, 2014, the company generated cash from financing activities of $7,875 from the issuance of common stock to the company's founders.

During the period from May 19, 2014 (inception) to December 31, 2014, the company generated cash from financing activities of $7,155,022, consisting of $7,875 from the issuance of common stock to the company's founders, net proceeds of $7,146,147 from the November 6, 2014 common stock private placement, and $1,000 from the issuance of warrants to the placement agent.

Principal Commitments

Frank Reidy Research Center Agreement

As provided for in the license agreement with ODURF and EVMS, both of which are stockholders of our company, on November 6, 2014, we will sponsor certain approved research activities at ODURF's Frank Reidy Research Center. ODURF will be compensated by the company for its conduct of each study in accordance with the budget and payment terms set forth in the applicable task order, provided that on a cumulative basis all the studies shall provide for a minimum of $1,000,000 in total payments from the company to ODURF for each twelve-month period (or pro rata portion thereof for a period of less than twelve months immediately preceding the first sale of stock by the company in an initial public offering). Each company payment will be made within thirty days of receipt of a payment request certifying, to our reasonable satisfaction, that ODURF has met its obligations pursuant to the specified task order and statement of work. The principal investigator may transfer funds within the budget as needed without our approval so long as the obligations of ODURF under the task order and statement of work remain unchanged and unimpaired.

In March 2015, our Board of Directors approved a budget of $1,200,000 for the research activities to be performed by ODURF under the research agreement, with an initial payment of $300,000 in March 2015 and eleven subsequent monthly payments of $81,818 through February 2016. During the nine months ended September 30, 2015, the company incurred $790,909 of costs pursuant to various task orders, and is scheduled to incur an additional $409,091 of costs at September 30, 2015, consisting of $245,455 of costs during the three months ending December 31, 2015 and $163,636 of costs during the three months ending March 31, 2016.

Operating Lease

The company leases its corporate offices and research facilities in Burlingame, California, under a lease expiring September 30, 2016, at a monthly cost of approximately $16,000.

Off-Balance Sheet Arrangements

At December 31, 2014 and September 30, 2015, the company did not have any transactions, obligations or relationships that could be considered off-balance sheet arrangements.

Trends, Events and Uncertainties

Research and development of new technologies are, by their nature, unpredictable. Although the company undertakes development efforts with commercially reasonable diligence, there can be no assurance that the net proceeds from this offering will be sufficient to enable the company to develop its technology to the extent needed to create future sales to sustain operations. If the net proceeds from this offering are insufficient to sustain the company's operations, the company will consider other options to continue its path to commercialization of

NPES, including, but not limited to, additional financing through follow-on stock offerings, debt financings, or co-development agreements, and /or other alternatives.

We cannot assure investors that our technology will be adopted or that the company will ever achieve sustainable revenues sufficient to support its operations. Even if the company is able to generate revenues, there can be no assurances that we will be able to achieve profitability or positive operating cash flows. There can be no assurances that we will be able to secure additional financing in the future, if necessary, on acceptable terms or at all. If cash resources are insufficient to satisfy the company's ongoing cash requirements, the company would be required to scale back or discontinue its technology and product development programs, or obtain funds, if available, although there can be no assurances, through the sale, licensing or strategic alliances that could require the company to relinquish rights to its technology and intellectual property, or to curtail, suspend or discontinue its operations entirely.

Other than as discussed above and elsewhere in this prospectus, the company is not currently aware of any trends, events or uncertainties that are likely to have a material effect on its financial condition in the near term, although it is possible that new trends or events may develop in the future that could have a material effect on the company's financial condition.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL INFORMATION

The unaudited pro forma condensed consolidated financial information presented herein has been prepared with respect to the following transactions that the company, Pulse Biosciences, Inc. (formerly Electroblate, Inc.) entered into on November 6, 2014: (i) the acquisitions of TPI (ThelioPulse, Inc.), BEM (BioElectroMed Corp.), and NB (NanoBlate Corp.) (collectively, the "Acquired Entities") for an aggregate of 2,026,698 shares of common stock; (ii) the licenses to utilize certain patents, know-how and technology relating to sub-microsecond pulsed electric field technology for biomedical applications from ODURF (Old Dominion University Research Foundation), EVMS (Eastern Virginia Medical School), and USC (University of Southern California) for an aggregate of 1,417,500 shares of common stock; and (iii) the sale of 2,996,253 shares of common stock, resulting in gross proceeds of $7,999,998 and net proceeds of $7,147,147 in a private placement.

We were not operational for the full year ended December 31, 2014, as the company was organized in May 2014. The Acquired Entities were in existence and operational during the entire year ended December 31, 2014. Accordingly, the unaudited pro forma condensed consolidated financial information presented herein has been prepared assuming that the transactions had occurred (i) as of January 1, 2014, the beginning of the period for the pro forma condensed consolidated statements of operations for the nine months ended September 30, 2014 and for the year ended December 31, 2014, and (ii) as of September 30, 2014 for the pro forma condensed consolidated balance sheet.

The unaudited pro forma condensed consolidated financial information has been provided for illustrative purposes only. The historical financial information in the unaudited pro forma condensed consolidated balance sheet has been adjusted to give effect to pro forma events that are directly attributable to the acquisitions and are factually supportable. The historical financial information in the unaudited pro forma condensed consolidated statements of operations has been adjusted to give effect to pro forma events that are directly attributable to the acquisitions, are factually supportable, and are expected to have a continuing impact on the consolidated results.

Prospective investors should not rely on the unaudited pro forma condensed consolidated balance sheet as being indicative of the historical financial position that would have been achieved had the acquisitions been consummated as of January 1, 2014, or the unaudited pro forma condensed consolidated statements of operations for the nine months ended September 30, 2014 and for the year ended December 31, 2014, as being indicative of the historical financial results of operations that would have been achieved had the acquisitions been consummated at the beginning of each of such periods. Actual results could differ from the pro forma information presented herein. See "Risk Factors" appearing elsewhere in this prospectus for further details.

The pro forma condensed consolidated financial information is being provided to assist prospective investors in understanding the financial aspects of the transactions noted above. The historical financial information of the company was derived from the company's audited condensed consolidated financial statements for the year ended December 31, 2014 and the unaudited condensed consolidated financial statements for the nine months ended September 30, 2014 included elsewhere in this prospectus. The historical financial information of the Acquired Entities was derived from their respective audited and unaudited financial statements included elsewhere in this prospectus. This information should be read together with the company's and the Acquired Entities' audited and unaudited financial statements and related notes, "Management's Discussion and Analysis of Financial Condition and Results of Operations", and other financial information appearing elsewhere in this prospectus.

The following sets forth certain pro forma financial information about the company after giving effect to the transactions described above.

PULSE BIOSCIENCES, INC. AND SUBSIDIARIES
Unaudited Pro Forma Condensed Consolidated Balance Sheet
September 30, 2014

	Pulse Biosciences, Inc.	BioElectroMed Corp. and Subsidiary	ThelioPulse, Inc.	Pro Forma Adjustments Debit		Pro Forma Adjustments Credit		Pro Forma Consolidated Companies
ASSETS								
Current assets:								
Cash and cash equivalents	$ 7,875	$ 76,264	$ 24,263	$ 7,999,998	(1)	$ 853,851	(2)	$ 7,255,549
				1,000	(3)			
Prepaid expenses and other current assets	—	1,850	5,109					6,959
Total current assets	7,875	78,114	29,372					7,262,508
Equipment, net of accumulated depreciation	—	32,935	—	117,065	(7)			150,000
Intangible assets, net of accumulated amortization	—	—	—	3,784,725	(6)			7,485,680
				4,200,000	(7)			
						499,045	(7)	
Goodwill	—	—	—	3,162,842	(7)			3,162,842
Deposits	—	9,781	—					9,781
Investment in subsidiaries	—	—	—	5,411,284	(5)	5,411,284	(7)	—
Total assets	$ 7,875	$ 120,830	$ 29,372					$ 18,070,811
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)								
Current liabilities:								
Accounts payable and accrued expenses	$ 111,796	$ 31,029	$ —			8,155	(7)	$ 150,980
Accrued compensation expense	—	67,680	—					67,680
Deferred grant revenue	—	46,071	—					46,071
Total current liabilities	111,796	144,780	—					264,731
4% note payable, including accrued interest of $5,333	—	—	105,333	105,333	(4)			—
8% convertible note payable to ODURF, including accrued interest of $61,267	—	—	461,267	461,267	(4)			—
8% convertible note payable to AMI-USC, including accrued interest of $189,637	—	—	1,389,637	1,389,637	(4)			—
Deferred income taxes	—	—	—	105,000	(7)	1,680,000	(7)	1,575,000
Total liabilities	111,796	144,780	1,956,237					1,839,731
Stockholders' equity (deficiency):								
Preferred stock, $0.001 par value	—	—	—					—
Common stock, $0.001 par value (or no par value in the case of BioElectroMed)	1,125	233,108	1,000	234,108	(7)	2,996	(1)	7,565
						2,026	(5)	
						1,418	(6)	
Additional paid-in capital	6,750	22,381	21,244	853,851	(2)	7,997,002	(1)	16,343,466
				1,999,862	(7)	1,000	(3)	
						1,956,237	(4)	
						5,409,258	(5)	
						3,783,307	(6)	
Accumulated deficit—beginning	—	(194,544)	(1,814,314)			2,008,858	(7)	—
Net income (loss)	(111,796)	(73,432)	(134,795)	507,200	(7)	203,737	(7)	(119,951)
						503,535	(7)	—
Accumulated deficit—ending	(111,796)	(267,976)	(1,949,109)					(119,951)
Non-controlling interest	—	(11,463)	—			11,463	(7)	—
Total stockholders' equity (deficiency)	(103,921)	(23,950)	(1,926,865)	30,333,172		30,333,172		16,231,080
Total liabilities and stockholders' equity (deficiency)	$ 7,875	$ 120,830	$ 29,372					$ 18,070,811

Pro Forma Adjustments:

(1) To record the sale of 2,996,253 shares of Pulse Biosciences common stock in a private placement to accredited investors for $7,999,998 ($2.67 per share).
(2) To record direct cash costs of the private placement consisting of $799,998, paid to the to placement agent, MDB Capital Group, LLC and legal fees of $53,853.
(3) To record the sale of warrants to purchase 299,625 shares of Pulse Biosciences common stock to the placement agent for $1,000. The placement agent warrants had a fair value of $622,377, as calculated pursuant to the Black-Scholes option-pricing model.
(4) To record contribution of obligation to TPI note holders to additional paid-in capital.
(5) To record the issuance of 2,026,698 shares of Pulse Biosciences common stock valued at $5,411,284 ($2.67 per share) to the shareholders of TPI, BEM, and NB for 100% of their ownership interests in those entities. NB was a 90.8**%** owned subsidiary of BEM.
(6) To record the issuance of 1,417,500 shares of Pulse Biosciences common stock valued at $3,784,725 ($2.67 per share) for the acquisition of a license to utilize certain patents, know-how and technology from ODURF and EVMS.
(7) To record consolidating and eliminating entries.

Pro Forma Notes:

(A) Pro forma entries are recorded to the extent they are a direct result of the acquisition transactions and are factually supportable.

PULSE BIOSCIENCES, INC. AND SUBSIDIARIES
Unaudited Pro Forma Condensed Consolidated Statement of Operations
Nine Months Ended September 30, 2014

	Pulse Biosciences, Inc.	Nine Months Ended September 30, 2014		Pro Forma Adjustments				Pro Forma Consolidated Companies
	May 19, 2014 (inception) through September 30, 2014	BioElectroMed Corp. and Subsidiary	ThelioPulse, Inc.	Debit		Credit		
Revenue	$ —	$ —	$ —					$ —
Operating expenses:								
General and administrative	—	51,680	36,058					87,738
Research and development, net of grant revenue	—	39,204	—					39,204
Amortization of intangible assets	—	—	—	499,045	(1)			499,045
Costs of business acquisitions	111,796	—	—			111,796	(3)	—
Total operating expenses	111,796	90,884	36,058					625,987
Loss from operations	(111,796)	(90,884)	(36,058)					(625,987)
Interest expense	—	—	(98,737)			98,737	(2)	—
Other income	—	8,880	—					8,880
	(111,796)	(82,004)	(134,795)					(617,107)
Loss attributable to non-controlling interest	—	8,572	—	(8,572)	(4)			—
Net loss before income taxes	(111,796)	(73,432)	(134,795)					(617,107)
Income tax benefit	—	—	—			105,000	(5)	105,000
Net loss	$ (111,796)	$ (73,432)	$ (134,795)					$ (512,107)
Net loss per common share –								
Basic								$ (0.07)
Diluted								$ (0.07)
Weighted average number of common shares outstanding (Note B) –								
Basic								7,565,451
Diluted								7,565,451

Pro Forma Adjustments:

(1) To record amortization of intangible assets for the period January 1, 2014 through September 30, 2014, as follows:

Amortizable intangible asset	$ 7,984,725
Life of asset (in months)	144
Monthly amortization	55,449
Number of months in pro forma period	9
Total amortization in pro forma period (January 1, 2014 through September 30, 2014)	$ 499,045

(2) To eliminate interest expense on TPI notes payable contributed to capital.

(3) To eliminate business acquisition costs.

(4) To eliminate loss attributable to non-controlling interest.

(5) To record the income tax effect of pro forma adjustments, as follows:

Incremental amortization of intangible asset (Pro Forma Adjustment No. 1)	$499,045
Effective income tax rate	40%
Income tax effect of pro forma adjustments	199,618
Less: Amortization related to License	94,618
Represents income tax benefit	$105,000

Pro Forma Notes:

(A) Pro forma entries are recorded to the extent they are a direct result of the acquisition transactions, are factually supportable and are expected to have continuing future impact. Pulse Biosciences as a full reporting public company.

(B) As the transactions are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted earnings per share assumes that the shares outstanding as a result of the transactions have been outstanding for the entire period presented. Basic and diluted weighted average number of common shares outstanding is calculated as follows:

	Pro Forma Balance Sheet Adjustment No.	Number of Shares
Actual number of common shares issues to founders		1,125,000
Pro forma shares:		
Shares issued to investors in private placement	(1)	2,996,253
Shares issued in connection with the acquisition of TPI, BEM and NB	(5)	2,026,698
Shares issued in connection with the acquisition of licenses or sublicenses to certain technology	(6)	1,417,500
Pro forma weighted average number of common shares outstanding – basic		7,565,451

Anti-dilutive securities

The company excluded warrants to purchase 299,625 shares of common stock and options to purchase 659,809 shares of common stock from its calculation of diluted common shares outstanding as the effect of these securities would have been anti-dilutive.

(C) The unaudited pro forma condensed consolidated statement of operations does not include any adjustments for incremental general and administrative costs which are anticipated to be incurred by Pulse Biosciences as a full reporting public company.

PULSE BIOSCIENCES, INC. AND SUBSIDIARIES
Unaudited Pro Forma Condensed Consolidated Statement of Operations
Year Ended December 31, 2014

	Pulse Biosciences, Inc.	Year Ended December 31, 2014			Pro Forma Adjustments				
	May 19, 2014 (inception) through December 31, 2014	BioElectroMed Corp.	NanoBlate Corp.	ThelioPulse, Inc.	Debit		Credit		Pro Forma Consolidated Companies
Revenue	$ —	$ —	$ —	$ —					$ —
Operating expenses:									
General and administrative	25,648	20,622	159,096	68,109					273,475
Research and development, net of grant revenue	—	—	—	230,912					230,912
Amortization of intangible assets	81,733	—	29,167	—	554,494	(1)			665,394
Costs of business acquisitions	119,951	—	—	—			119,951	(4)	—
Total operating expenses	227,332	20,622	188,263	299,021					1,169,781
Loss from operations	(227,332)	(20,622)	(188,263)	(299,021)					(1,169,781)
Interest expense	—	—	—	(111,712)			111,712	(2)	—
Other income	—	8,880	—	—					8,880
	(227,332)	(11,742)	(188,263)	(410,733)					(1,160,901)
Loss attributable to non-controlling interest	—	—	—	—					—
Net loss before income taxes	(227,332)	(11,742)	(188,263)	(410,733)					(1,160,901)
Income tax benefit	11,667	—	11,667	—			116,666	(3)	140,000
Net loss	$ (215,665)	$ (11,742)	$ (176,596)	$ (410,733)					$ (1,020,901)
Net loss per common share –									
Basic									$ (0.13)
Diluted									$ (0.13)
Weighted average number of common shares outstanding (Note B) –									
Basic									7,565,451
Diluted									7,565,451

Pro Forma Adjustments:

(1) To record amortization of intangible assets for the period January 1, 2014 through November 6, 2014, as follows:

Amortizable intangible asset	$ 7,984,725
Life of asset (in months)	144
Monthly amortization	55,449
Number of months in pro forma period	12
Total amortization in pro forma period (January 1, 2014 through September 30, 2014)	665,394
Less amount already included (November 6, 2014 through December 31, 2014)	
Pulse Biosciences, Inc.	(81,733)
NanoBlate Corp.	(29,167)
Additional amortization (January 1, 2014 through November 5, 2014)	$ 554,494

(2) To eliminate interest expense on TPI notes payable contributed to capital.

(3) To record the income tax effect of pro forma adjustments, as follows:

Incremental amortization of intangible asset (pro forma adjustment No. 1)	$ 554,494
Less amortization related to License	(262,828)
	291,666
Effective income tax rate	40%
Income tax effect of pro forma adjustments	$ 116,666

(4) To eliminate costs related to the business acquisitions that occurred on November 6, 2014.

Pro Forma Notes:

(A) Pro forma entries are recorded to the extent they are a direct result of the acquisition transactions, are factually supportable and are expected to have continuing future impact.

(B) As the transactions are being reflected as if they had occurred at the beginning of the period presented, the calculation of weighted average shares outstanding for basic and diluted earnings per share assumes that the shares outstanding as a result of the transactions have been outstanding for the entire period presented. Basic and diluted weighted average number of common shares outstanding is calculated as follows:

	Pro Forma Balance Sheet Adjustment No.	Number of Shares
Actual number of common shares issues to founders		1,125,000
Pro forma shares:		
Shares issued to investors in private placement	(1)	2,996,253
Shares issued in connection with the acquisition TPI, BEM and NB	(5)	2,026,698
Shares issued in connection with the acquisition of license to certain technology	(6)	1,417,500
Pro forma weighted average number of common shares outstanding – basic		7,565,451

Anti-dilutive securities

The company excluded warrants to purchase 299,625 shares of common stock from its calculation of diluted common shares outstanding as the effect of these securities would have been anti-dilutive.

(C) The unaudited pro forma condensed consolidated statement of operations does not include any adjustments for incremental general and administrative costs which are anticipated to be incurred by Pulse Biosciences as a full reporting public company.

MANAGEMENT

Set forth below are our directors and officers:

Name	Age	Position
Darrin R. Uecker	50	Chief Executive Officer and President and Director
Brian B. Dow	46	CFO, SVP Administration & Finance, Treasurer and Secretary
Robert M. Levande	66	Chairman of the Board and Director
Mitchell E. Levinson	55	Director
Robert J. Greenberg, M.D., Ph.D.	46	Director
Thierry B. Thaure	53	Director

Darrin R. Uecker has been our Chief Executive Officer and President and a Director since September 2015. Mr. Uecker has over 20 years of experience in the medical device field. From January 2014 to September 2015, Mr. Uecker was the President and Chief Operating Officer of Progyny, Inc., Menlo Park, California, a company that developed EevaTM, the world's first automated time-lapse system for embryo selection during in-vitro fertilization. From June 2009 to January 2014, Mr. Uecker was the Chief Executive Officer and President and a Director of Gynesonics, Inc., Redwood City, California, a company that developed a novel medical device for the treatment of symptomatic uterine fibroids using ultrasound guided radiofrequency ablation. Prior to that, Mr. Uecker served in a variety of executive level roles, including as a Senior Vice President at CyperHeart, Inc. (June 2008 to June 2009), a company that developed an external beam radiation platform for the treatement of heart arrhythmias, a Senior Vice President at Conceptus, Inc. (May 2007 to June 2008), and as Chief Technology Officer at RITA Medical Systems, Inc. (January 2004 to January 2007), a medical device oncology company focused on ablative therapies. Mr. Uecker was appointed as a Director because of his educational experience in electrical and computer engineering at the University of California at Santa Barbara, his practical experience in many technical and research and development positions with medical companies developing devices, budgetary and financial statement preparation and reporting functions, regulatory application and compliance activities and operational functions.

Brian B. Dow has been our chief financial officer, senior vice president, treasurer and secretary since November 2015. Prior to joining Pulse Biosciences, Mr. Dow served as the chief financial officer of Progyny, Inc. from May 2015 to November 2015. From May 2010 to April 2015, Mr. Dow was the vice president and principal accounting officer of Pacific Biosciences of California (NASDAQ: PACB), a leading provider of next generation genetic sequencing instruments. Mr. Dow held a series of financial officer positions with Northstar Neuroscience, Inc. (NASDAQ: NSTR), a development stage medical device company, from January 2006 to May 2010, most recently serving as the Chief Financial Officer. Prior to 2006, Mr. Dow had 14 years of progressively-increasing responsibilities in financial management of publicly-traded companies and in public accounting as a manager with Ernst and Young. Mr. Dow is recognized as a licensed Certified Public Accountant in the State of Washington and holds a B.S. in Management from the Georgia Institute of Technology.

Robert M. Levande has been a director since May 2014 and chairman of the board since July 2014. He served as our vice president from May 2014 until September 2015. Additionally, he was the sole director and president of our subsidiaries, NanoBlate Inc., and BioElectroMed Corp., since their acquisition in November 2014 until September 2014. Mr. Levande is also a senior managing director at MDB Capital Group, LLC, which he joined in 2003. Prior to joining MDB Capital Group, LLC, Mr. Levande was co-head of Life Sciences Corporate Finance at Gilford Securities from December 2001 to May 2003. Previously, he founded the Palantir Group, Inc., which specializes in providing strategic advice in business development, mergers, acquisitions, and capital raising for the medical technology industry from January 1998 until December 2001. From 1972 through 1999, Mr. Levande held a number of executive positions of increasing responsibility with Pfizer Inc., principally in its Medical Technology Group (MTG), encompassing general management, operations, finance, marketing, and business development. Mr. Levande‘s other experience includes serving as a director of Orthovita, Inc. (NASDAQNM: VITA) from May 2000 to July 2007 and being the founder / director of VirnetX Inc. (now

VirnetX Holding Corp. (NYSE: MKT: VHC) from 2005 to 2007. He currently is a director of Integrated Surgical Systems (OTC: ISSM.PK) since 2008. Mr. Levande holds an M.B.A. from Columbia University and a B.S. in Economics from the University of Pennsylvania Wharton School of Finance & Commerce. Mr. Levande was appointed a director because of his past management experience in the medical device industry, his extensive business experience with development-stage companies, and his expertise in finance.

Mitchell E. Levinson has been a director since January 2015. Mr. Levinson was the start-up CEO for Zeltiq Aesthetics Inc. when the company was founded in 2005 and served as its president and its chief executive officer from September 2005 until September 2009. He stayed on as Chief Scientific Officer from September 2009 through December 2010 to help transition the company. From March 2000 to September 2005 he served as Vice President of Research and Development of Thermage, Inc. (later renamed Solta Medical), a company engaged in cosmetic tissue tightening devices. From 1997 until early in 2000, Mr. Levinson served as the Vice President of Engineering for BioSurgical Corporation (acquired by Baxter), a company which developed novel and proprietary fibrin sealant applicator technology. From 1994 to 1997, he was Senior Engineering Manager and then the Director of Product Development for the Perinatal Division of Nellcor Puritan Bennett. From 1991 to 1994, Mr. Levinson served as Engineering Manager at Baxter Diagnostics, Inc., MicroScan Division and he held other engineering and management positions with Baxter Healthcare, Alcoa and Hewlett-Packard. He is the inventor of 31 issued and numerous pending U.S. patents. Mr. Levinson earned his BS in Mechanical Engineering from University of California at San Diego and holds an M.S in Computer Systems from the University of Phoenix. Mr. Levinson was appointed as a director because he has over 20 years of progressive experience in product development and manufacturing engineering and he has many years of experience in medical device intellectual property, operations, clinical and regulatory strategy, commercial business development, sales training and marketing.

Dr. Robert J. Greenberg, M.D., Ph.D. has been one of our directors since May 2015. He served as President, Chief Executive Officer and Director of Second Sight Medical Products, Inc. since December 1998 through August 2015. Since August 2015, he became chairman of the board at Second Sight. Prior to the formation of Second Sight, Dr. Greenberg worked co-managing the Alfred E. Mann Foundation from April 1998 to December 1998 and since February 2007 he has been chairman of that foundation. From 1997 to 1998, he served as lead reviewer for IDEs and 510(k)s at the Office of Device Evaluation at the United States Food and Drug Administration in the Neurological Devices Division. In 1998, he received his medical degree from The Johns Hopkins School of Medicine. From 1991 to 1997, Dr. Greenberg conducted pre-clinical trials demonstrating the feasibility of retinal electrical stimulation in patients with retinitis pigmentosa. This work was done at the Wilmer Eye Institute at Johns Hopkins in Baltimore and led to the granting of his Ph.D. from the Johns Hopkins Department of Biomedical Engineering. His undergraduate degree was in Electrical Engineering and Biomedical Engineering from Duke University. Dr. Greenberg's unique and extensive scientific, technical and business expertise makes him well qualified to serve on our board of directors. Dr. Greenberg was appointed a director because of his experience with another publicly trading medicial device company, his experience in developing and obtaining approval of and commercializing medical devices, in the United State and abroad, and his extensive medical and scientific knowledge.

Mr. Thierry Thaure has been one of our directors since June 2015. In November 2012, he co-founded Cephea Valve Technologies, a company that has developed a percutaneous placed Mitral Valve replacment technology. Mr. Thaure has been the Chief Executive Officer at Cephea Valve Technologies, Inc since its creation. Prior to Cephea, Mr. Thaure was Chief Executive Officer and a board member of Mauna Kea Technologies, Inc., a global medical device company focused on leading innovation in endomicroscopy, from June 2011 to June 2012. Mr. Thaure previously served as the Chief Executive Officer of EndoGastric Solutions Inc. (formerly EsophyX Inc.) between 2005 to 2011. Prior to 2005 Mr. Thaure served as the Executive Vice President of Sales and Marketing of Accuray Incorporated (2001 to 2004), Vice President for Sales and Marketing of Intuitive Surgical Inc (1997-2000) and he also has served in leadership roles at Origin Medsystems and Advanced Cardiovascular System, both of which became divisions of the Guidant Corporation. Mr. Thaure started his medical device career at Bentley and Edwards Laboratories in the engineering departments, which is a

part of Baxter International. From 1995 to 1997, he served as Director for International Business of Origin Medsystems, Inc. Mr. Thaure holds B.S. in Chemistry and Biomedical Engineering from Duke University and his M.B.A. from the J.L. Kellogg Graduate School of Management at Northwestern University. Mr. Thaure was appointed as a director of the company because of his engineering backgroud in relation to medical devices and his long experience in executive positions with medical device companies, including in particular his marketing expertise in the medical device fields.

Board Composition

Our board of directors may establish the authorized number of directors from time to time by resolution. Our board of directors currently consists of five persons.

Generally, under the listing requirements and rules of The NASDAQ Stock Market, independent directors must comprise a majority of a listed company's board of directors within one year of the completion of this offering. Our board of directors has undertaken a review of its composition, the composition of its committees and the independence of each director. Our board of directors has determined that, Mitchell E. Levinson, Robert J. Greenberg M.D., Ph.D., and Thierry B. Thaure are "independent" as that term is defined under the applicable rules and regulations of the SEC and the listing requirements and rules of The NASDAQ Stock Market. In making this determination, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances our board of directors deemed relevant in determining their independence, including the beneficial ownership of our capital stock by each non-employee director. Accordingly, a majority of our directors are independent, as required under applicable NASDAQ rules.

Committees of the Board of Directors

Our board of directors has established an audit committee, a compensation committee, and a nominating and corporate governance committee. Our board of directors may establish other committees to facilitate the management of our business. The composition and functions of each committee are described below. Members serve on these committees until their resignation or until otherwise determined by our board of directors.

Audit Committee

Our audit committee consists of Mitchell E. Levinson, Robert J. Greenberg M.D., Ph.D., and Thierry B. Thaure, with Mr. Thaure serving as chairperson. The composition of our audit committee meets the requirements for independence under The Stock Market listing standards and SEC rules and regulations. Each member of our audit committee meets the financial literacy requirements of The NASDAQ Stock Market listing standards. Mr. Thaure is an audit committee financial expert within the meaning of Item 407(d) of Regulation S-K under the Securities Act of 1933, as amended, or the Securities Act. Our audit committee will, among other things:

- Review the adequacy of the financial reporting process and system of internal control over financial reporting, including review of the effectiveness of the internal control over financial reporting evaluated by management;
- discuss the scope and results of the audit with the independent registered public accounting firm, and review, with management and the independent registered public accounting firm, our interim and year-end operating results, both before and after the publication of the financial reports;
- review quarterly and annual press releases;
- review and approve the selection, compensation, performance and replacement of any independent auditors, review the independent auditors' proposed audit scope and approach, and the services to be provided;

- approve (or, as permitted, pre-approve) all audit and all permissible non-audit services, other than de-minimis non-audit services, to be performed by the independent registered public accounting firm;
- review all significant relationships that the auditors and their affiliates have with the company and its affiliates to determine independence and rotation of the engagement partners; and
- develop procedures for employees to submit concerns anonymously about questionable accounting or audit matters and the treatment and retention of the submissions.

Our audit committee operates under a written charter that satisfies the applicable rules of the SEC and the listing standards of The NASDAQ Stock Market.

Compensation Committee

Our compensation committee consists of Mitchell E. Levinson, Dr. Robert J. Greenberg M.D., Ph.D., and Thierry B. Thaure, with Mr. Levinson serving as chairperson. The composition of our compensation committee meets the requirements for independence under The NASDAQ Stock Market listing standards and SEC rules and regulations. Each member of the compensation committee is also a nonemployee director, as defined pursuant to Rule 16b-3 promulgated under the Securities Exchange Act of 1934, as amended, or the Exchange Act, and an outside director, as defined pursuant to Section 162(m) of the Internal Revenue Code of 1986, as amended, or the Code. The purpose of our compensation committee is to discharge the responsibilities of our board of directors relating to compensation of our executive officers. Our compensation committee will, among other things:

- establish the executive compensation philosophy, oversee the processes and procedures for compensation and determination of executive and director compensation and review and approve all executive compensation (other than the compensation of the chief executive officer) and submit it to the board of directors for its information;
- review the chief executive officer compensation and recommend the compensation for approval by the board of directors;
- consider, review and approve executive compensation taking into account the objectives of the compensation programs and all factors it deems relevant to the determination of executive compensation;
- administer the stock and equity incentive plans and employee benefit plans;
- make recommendations to our board of directors regarding the establishment and terms of incentive compensation, benefit and equity plans;
- review and approve the terms of employment agreements, severance agreements and change in control agreements for the executive officers; and
- when required review the compensation discussion and analysis and related executive compensation information and prepare the compensation committee report on such matters.

Our compensation committee operates under a written charter that satisfies the applicable rules of the SEC and the listing standards of The NASDAQ Stock Market.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of Mitchell E. Levinson, Dr. Robert J. Greenberg M.D., Ph.D., and Thierry B. Thaure, with Mr. Greenberg serving as chairperson. The composition of our nominating and corporate governance committee meets the requirements for independence under

The NASDAQ Stock Market listing standards and SEC rules and regulations. Our nominating and corporate governance committee will, among other things:

- identify the skill set, qualifications and other criteria which should be present in the board of directors and identify gaps between the current and desired skill set, qualifications and other criteria;
- oversee the recruitment strategy and search activity of potential director candidates and interviewing candidates;
- formulate and recommend for adoption by the board of directors a policy regarding the qualifications, skills and other attributes for director nominees;
- make recommendations to our board of directors regarding director and committee nominees, and review and recommend nominees for election to the board of directors who are proposed by security holders;
- evaluate the performance of our board of directors and of individual directors;
- consider and make recommendations to our board of directors regarding the composition of our board of directors and its committees, and recommend the creation or discontinuance of committees of the board of directors;
- review developments in corporate governance practices, review the policies on related person transactions, related party transactions and potential conflicts of interest in the governance of the company;
- evaluate the adequacy of our corporate governance practices and reporting;
- develop and make recommendations to our board of directors regarding corporate governance guidelines and matters;
- provide advice regarding the appropriate board leadership structure, including the need for an independent chairman;
- review and assess the corporate governance policies, including the company's code of business conduct and ethics and recommend any proposed changes to the board of directors for approval;
- be available to consult with and to resolve reported violations or instances of non-compliance with the code of business conduct and ethics;
- exercise authority to hire and terminate any search firm or other advisor to be used to help the committee carry out its responsibilities; and
- report to the board of directors on a regular basis and make such recommendations with respect to any of the above and other matters as the committee deems necessary or appropriate.

The nominating and corporate governance committee operates under a written charter that satisfies the applicable listing requirements and rules of The NASDAQ Stock Market.

Compensation Committee Interlocks and Insider Participation

None of our independent directors is currently or at any time in the past has been one of our officers or employees. None of our executive officers currently serves, or has served during the last year, as a member of the board of directors or of a compensation committee of any entity that has one or more executive officers serving as a member of our board of directors.

Executive Compensation

Summary Compensation Table

The following table sets forth the compensation awarded to, earned by or paid to, our executive officers for the year ended December 31, 2014. In reviewing the table, please note that:

- We commenced operations in May 2014;
- From the commencement of operations in May 2014 through November 2014, we did not compensate any of our executive officers for their services as officers;
- Mr. Gary Hutchinson commenced his employment with us in November 2014, as the interim president, and resigned in September 2015, and was not compensated for his services during his employment period;
- Mr. Gary Schuman commenced his employment with us in November 2014, as the interim chief financial officer and resigned in December 2015;
- Mr. Darrin R. Uecker was employed as our president and chief executive officer and a director commencing early September 2015; and
- Mr. Brian B. Dow was employed as our chief financial officer, secretary and senior vice president finance and administration, commencing the end of November 2015.

Name and Principal Position	Year	Salary	Bonus	Stock Awards	Option Awards	All Other Compensation	Total
Gary Hutchinson, Interim President	2014	-0-					-0-
Gary Schuman, Interim CFO (1)	2014	$8,000	—	—	—	—	$8,000

(1) For the period November and December 2014.

Executive Employment Arrangements

We entered into an employment agreement with Mr. Darrin R. Uecker, our chief executive officer and president and a director. Mr. Uecker is paid a base annual salary of $300,000, and he is entitled to an annual bonus up to 25% of his base salary contingent on attainment of annually designated corporate goals and milestones. He is also to be paid $25,000 on the basis of the board adopting a strategic plan and operating budget in 2016 and $15,000 after consummation of the offering described in this prospectus. He was paid a signing bonus of $10,000. Mr. Uecker has been granted an option for 281,534 shares of our common stock, with an exercise price of $4.00 per share, calculated to be 3% of the outstanding common stock on a fully diluted basis on his start date, which will be increased to be 3% of the outstanding common stock on a fully diluted basis as of the 45th day after the consummation of the offering described in this prospectus. The additional option currently is estimated to be for 187,858 shares of our common stock (assuming full exercise of the underwriter overallotment option), with an exercise price based on the market price on the date of grant. Both of these options will be issued under the 2015 Stock Incentive Plan. These options will vest at the rate of 25% on the first anniversary of his employment and then the balance will vest in equal quarterly installments over the three year period thereafter. The vesting will accelerate on a change of control as to a portion of the then unvested options if the change of control is before the second anniversary of employment and as to all the unvested options if the change of control is after the second anniversary of employment. The options are exercisable for a 10 year period after the start date of employment. Mr. Uecker is entitled to severance if the event of termination without cause or resignation for good reason, amounting to six months base salary if termination is in the first year of employment and then 12 months base salary if termination is after the first year of employment. Mr. Uecker has also entered into our standard inventions assignment, confidentiality and non-competition agreement, a 12-month lock up agreement for securities after this offering, and our standard indemnification agreement for officers and directors.

We entered into an employment agreement with Mr. Brian B. Dow, our financial officer, secretary and senior vice president finance and administration. Mr. Dow is paid a base annual salary of $250,000, and he is entitled to an annual bonus up to 20% of his base salary contingent on attainment of annually designated corporate goals and milestones starting for fiscal year 2016. Mr. Dow has been granted an option for 140,762 shares of our common stock, with an exercise price of $4.00 per share. The option will be issued under the 2015 Stock Incentive Plan. The option will vest at the rate of 25% on the first anniversary of his employment and then the balance will vest in equal quarterly installments over the three year period thereafter. The vesting will accelerate on a termination without cause or resignation for good reason as to the portion of the option that vest in the next 12 months. The vesting will accelerate on a termination without cause or resignation for good reason in connection with a change of control as to 50% if the event is within one year of commencement of employment and thereafter as to the full amount of the option. The option is exercisable for a 10 year period after the start date of employment. Mr. Dow is entitled to severance if the event of termination without cause or resignation for good reason, amounting to three months base salary if termination is in the first year of employment and then 6 months base salary if termination is after the first year of employment, plus the annual bonus for the year of termination, on a pro rata basis. Mr. Dow has also entered into our standard inventions assignment, confidentiality and non-competition agreement, a 12-month lock up agreement for securities after this offering, and our standard indemnification agreement for officers and directors.

We entered into an employment agreement with Dr. Richard Nuccitelli, PhD., our Chief Science Officer, on November 6, 2014. Our Chief Science Officer is not considered an “executive officer” under the federal securities laws. Under the terms of the agreement, we pay Dr. Nuccitelli a base annual salary of $200,000, and he is entitled to a discretionary bonus and equity awards commensurate with other executives of the company, as determined by the board of directors and management. Dr. Nuccitelli also will be entitled to participate in any other employee benefit plans that we maintain. The agreement provides that upon severance of employment for death, disability, other than for cause, or for good reason, Dr. Nuccitelli will be paid compensation equal to one year’s base salary then in effect, any awarded and outstanding equity awards he holds will be accelerated to be fully vested and will have continuing employee benefits, to the extent provided during his employment, for regular post-employment statutory periods. The employment agreement also provides for the protection of our intellectual property, confidential information and non-competition through his executing our standard Proprietary Information and Inventions Assignment Agreement.

We have entered into an At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement with each of our employees, with which we do not have another form of employment agreement that addresses the same issues. These agreements provide that the person’s employment is on an “at-will” basis, which means that they may be terminated at any time, for any reason by us. These agreements provide for the recognition of our ownership and the assignment to us of any intellectual property related to our business that is developed while they are employed by us, requirements for maintaining the confidentiality of our business information and other information, protection of third party information that we obtain in the course of our business, and arbitration of disputes about the provisions of the agreements.

Compensation of Directors

We did not pay our directors any cash compensation in 2014. We will not compensate any of our directors who are also executive officers for their service as a director.

We do not have a specifically defined compensation plan for our non-executive directors, however, for our current non-executive directors we pay them an annual cash amount of $25,000, paid quarterly and grant them options to purchase our common stock. The cash payment accrues for each three month period starting with the date they are appointed or elected to the board of directors. In 2014 we paid no director fees.

We have granted to our non-executive directors, not within the 2015 Stock Incentive Plan, the following options: (i) in February 2015, to Mr. Levande an option to purchase 75,655 shares at an exercise price of $2.67

per share, exercisable for five years commencing May 2015, (ii) in February 2015, to Mr. Levinson an option to purchase 75,655 shares at an exercise price of $2.67 per share, exercisable for five years commencing May 2015, (iii) in June 2015 to Dr. Greenberg an option to purchase 75,655 shares at an exercise price of $2.67 per share, exercisable for five years commencing June 2015, and (iv) in June 2015 to Mr. Thaure an option to purchase 75,655 shares at an exercise price of $2.67 per share, exercisable for five years commencing June 2015. Each option vests quarterly in 12 equal installments, commencing on the grant date. The exercises of the options are intended to be exempt under Section 16(b) of the Exchange Act. The options have a piggy back registration provision that does not expire until all the underlying shares are sold by the holder, other than for the registration statement for this offering, which number of shares to be registered may be reduced at the discretion of any underwriter engaged for the distribution of securities by us. All of the shares that may be issued on exercise of the options are subject to a lock up for one year after the date of the underwriting agreement for this offering.

We will also reimburse our directors for their reasonable expenses incurred in connection with attending meetings of our board of directors

Related Party Transactions

We have a license agreement with EVMS/ODURF for certain of the patents, patent applications and related intellectual property on which we base our research and product development. ODURF and EVMS are stockholders of our company as a result of the shares issued to acquire the license agreement. The license agreement is described in the section of this prospectus entitled “Business – License and Other Agreements.”

We collaborate and plan to continue to collaborate with the Frank Reidy Center, which is at Old Dominion University. We have a license agreement with ODURF for certain or our intellectual property on which we are dependent for our research and future devices and products, and ODURF is one of our stockholders. We entered into a research agreement with ODURF in November 2014 pursuant to which Pulse Biosciences funds continued research at the Frank Reidy Center on NPES in accordance with pre-defined programs. Prior to and ending on the consummation of this offering, the company is obligated to engage ODURF for at least $1.0 million per annum for sponsored research, which amount is reduced on a pro-rata basis for a partial year. Pulse Biosciences also obtains rights to the intellectual property resulting from the funded research pursuant to the license agreement. ODURF and EVMS is each a stockholder of our company as a result of the shares issued to acquire the EVMS/ODURF license agreement.

We have a license agreement with USC for certain of the patents, patent applications and related intellectual property on which we base our research and product development. USC is a stockholder of our company as a result of the shares issued in the merger of TPI with Pulse Biosciences. The license agreement is described in the section of this prospectus entitled “Business – License and Other Agreements.

MDB Capital Group, LLC provided investment banking services to the company during the period from May 19, 2014 (inception) through December 31, 2014. For those services, MDB Capital Group, LLC received cash placement agent fees of $799,998 and the company issued warrants to purchase 299,625 shares of common stock for a consideration of $1,000, exercisable for seven years at $2.67 per share, to MDB Capital Group, LLC and its designees.

Gary Schuman, the Chief Financial Officer of MDB Capital Group, LLC, was also engaged as the acting Chief Financial Officer of the company and was compensated at a monthly rate of $4,000 from November 1, 2014 to the end of November 2015, reflecting an aggregate charge to operations of $36,000 and $8,000 for the nine months ended September 30, 2015 and the period from May 19, 2014 (inception) through December 31, 2014, respectively.

During the nine months ended September 30, 2015, the company incurred cash board fees to five members of the Board of Directors aggregating $91,667, of which $31,250 was included in accounts payable at September 30, 2015.

During the nine months ended September 30, 2015, the company recorded an obligation to MDB Capital Group, LLC of $6,548 for accrued expenses related to the company's planned IPO, which were recorded as prepaid offering costs.

During the period from May 19, 2014 (inception) through December 31, 2014, the company's corporate offices were located in Santa Monica, California, and were being provided without charge on a month-to-month basis by MDB Capital Group, LLC.

As required by the license agreement with ODURF and EVMS, the company paid $26,596 and $118,954 of patent costs incurred through ODURF and EVMS, respectively, during the nine months ended September 30, 2015, which are included as part of the company's patent costs.

Except as set forth above, we have not entered into any transactions with any of our directors, officers, beneficial owners of five percent or more of our common shares, any immediate family members of the foregoing or entities of which any of the foregoing are also officers or directors or in which they have a material financial interest, other than the compensatory arrangements described elsewhere in this prospectus.

Our Nominating and Corporate Governance Committee reviews and approves any transactions with directors, officers, beneficial owners of five percent or more of our common shares, any immediate family members of the foregoing or entities of which any of the foregoing are also officers or directors or in which they have a financial interest to assess whether or not they are on terms consistent with industry standards.

Limitation of Liability of Directors and Indemnification of Directors and Officers

The Nevada Corporations Code provides that corporations may include in their articles of incorporation provisions relieving directors of monetary liability for breach of their fiduciary duty as directors, provided that such provision shall not eliminate or limit the liability of a director for or with respect to any acts or omissions in his duties. Our articles of incorporation include these provisions. In addition to the foregoing, our bylaws provide that we may indemnify directors, officers, employees or agents to the fullest extent permitted by law, and we have provided such indemnification to each of our directors. Additionally, we have entered into individual indemnification agreements with each of our directors, which provide for the indemnification of each of them for any expenses, settlements and other costs associated or incurred with their defense or involvement with an action brought by a stockholder or third party in connection with their activities as a director. We also will advance their expenses in their defense or involvement with any of those actions.

The above provisions in our articles of incorporation and bylaws and in the written indemnity agreements may have the effect of reducing the likelihood of derivative litigation against directors and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their fiduciary duty, even though such an action, if successful, might otherwise have benefited us and our stockholders. However, we believe that the foregoing provisions are necessary to attract and retain qualified persons as directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have 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.

PRINCIPAL STOCKHOLDERS

The following table sets forth as of December 15, 2015, certain information regarding the beneficial ownership of our common stock as of the date of this prospectus by:

- each person who is known by us to be the beneficial owner of more than five percent (5%) of our issued and outstanding shares of common stock;
- each of our directors and executive officers; and
- all directors and executive officers as a group.

The beneficial ownership of each person was calculated based on 7,565,451 common shares issued and outstanding prior to the offering and 12,565,451 shares issued and outstanding after the offering. The SEC has defined "beneficial ownership" to mean more than ownership in the usual sense. For example, a person has beneficial ownership of a share not only if he owns it, but also if he has the power (solely or shared) to vote, sell or otherwise dispose of the share. Beneficial ownership also includes the number of shares that a person has the right to acquire within 60 days of the date of this prospectus, pursuant to the exercise of options or warrants or the conversion of notes, debentures or other indebtedness. Two or more persons might count as beneficial owners of the same share. Unless otherwise indicated, the address for each director and executive officer reporting person is care of the company at 849 Mitten Rd., Suite 104, Burlingame, CA 94010.

Name of Director or Executive Officer	Number of Shares	Percentage Owned Prior to Offering	Percentage Owned After Offering(1)
Darrin R. Uecker	-0-(2)	-0-	-0-
Brian B. Dow	-0-(3)	-0-	-0-
Robert M. Levande	239,606(4)	3.1%	1.9%
Mitchell E. Levinson	25,218(5)	*	*
Dr. Robert J. Greenberg, M.D.	18,914(6)	*	*
Thierry B. Thaure	18,914(7)	*	*
Directors and executive officers as a group (six persons)	302,652(8)	3.9%	2.4%

* Less than 1%.

Name and Address of 5% Holders	Number of Shares	Percentage Owned Prior to Offering	Percentage Owned After Offering(1)
Christopher A. Marlett 2425 Cedar Springs Road Dallas, TX 75201	866,226(9)	11.2%	6.8%
Old Dominion University Research Foundation 4111 Monarch Way Norfolk, VA 23508	1,328,483	17.6%	10.6%
Mark and Tammy Strome Family Trust 100 Wilshire Blvd., Suite 1750 Santa Monica, CA 90401	1,310,861	17.3%	10.4%
NewBEM Corp. 1270 Manzanita Dr. Millbrae, CA 94030	969,048(10)	12.8%	7.7%

(1) Assumes the sale of 5,000,000 shares of our common stock in this offering and no exercise of the underwriter over-allotment option.

(2) Does not include shares of common stock subject to an option to purchase 281,534 shares, granted September 8, 2015, which vests as to 25% on September 8, 2016 and 75% in equal quarterly amounts commencing on September 8, 2016. Does not include an additional option to be granted on the consummation of this offering for 187,858 shares (assuming full exercise of the underwriter overallotment option) to increase the number of shares subject to the September 8, 2015 option so that the total of the two options represents 3% of the fully diluted capital of the company as of the consummation of this offering, including any exercise of the underwriter over-allotment option. This second option will vest 25% on the first anniversary of the grant date and thereafter 75% will vest quarterly in equal amounts over the three year period starting with the first anniversary of the consummation of this offering.

(3) Does not include shares of common stock subject to an option to purchase 140,762 shares, granted November 30, which vests as to 25% on November 30, 2016 and 75% in equal quarterly amounts commencing on November 30, 2016.

(4) Includes 168,750 shares of common stock owned by Robert M. Levande and vested options and warrants to purchase 70,856 shares of common stock. Excludes unvested options to purchase 50,437 shares of common stock.

(5) Includes vested options to purchase 25,218 shares of common stock and excludes unvested options to purchase 50,437 shares of common stock.

(6) Includes vested options to purchase 18,914 shares of common stock and excludes unvested options to purchase 56,741 shares of common stock.

(7) Includes vested options to purchase 18,914 shares of common stock and excludes unvested options to purchase 56,741 shares of common stock.

(8) See notes 2 to 7 above.

(9) Includes 528,750 shares of common stock and 149,812 shares of common stock underlying a warrant owned by MDB Capital Group, LLC. Christopher A. Marlett has sole voting and dispositive power with respect to these shares of common stock. Includes 168,750 shares of common stock and vested options to purchase 18,914 shares of common stock which expires March 10, 2016.

(10) Pamela and Richard Nuccitelli are the sole directors of NewBEM.

ESTIMATED USE OF PROCEEDS

We estimate that the net proceeds from our sale of 5,000,000 shares of common stock in this offering at an assumed initial public offering price of $4.00 per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses of $1,010,000, will be approximately $16,990,000 million, or $19,690,000 million if the underwriter option to purchase additional shares is exercised in full.

We intend to use the net proceeds from this offering to fund:

- ongoing research and development of our products and NPES technology;
- clinical and pre-clinical research and development with respect to applications of our NPES technology, including labor costs, equipment, manufacturing and third party development costs, and costs related to animal studies; and
- general corporate purposes, including working capital, business development, administrative support services and hiring of additional personnel and the costs of operating as a public company.

We also may use a portion of the net proceeds to acquire complementary products, services, technologies or businesses. However, we have no understandings, agreements or commitments with respect to any such acquisition at this time. You will be relying on the judgment of our management regarding the application of the net proceeds.

Pending their use, we plan to invest our net proceeds from this offering in short-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the United States government.

We believe that the net proceeds from this offering, combined with our existing cash resources, will be sufficient to fund our projected operating requirements for at least 12 months subsequent to the closing of the offering. Until we are able to generate sustainable revenues that generate a profit, we expect to finance our future cash needs through public or private equity offerings, debt financings or corporate collaboration and licensing arrangements. Such additional funds may not be available on terms acceptable to us or at all, particularly in light of recent market conditions. If we raise funds by issuing equity securities, the ownership of our stockholders will be diluted and the new equity securities may have priority rights over our existing stockholders.

CAPITALIZATION

The following table sets forth our capitalization as of September 30, 2015, as described below:

- on an actual basis,
- on an as adjusted basis, giving effect to the following:
  - the sale of 5,000,000 shares of our common stock at an initial public offering price of $4.00 per share, and
  - after deducting estimated underwriting discounts, commissions and other offering costs;
- on an as further adjusted basis, giving effect to the following:
  - the sale of 750,000 shares of our common stock, pursuant to the 15% underwriter over-allotment option, at an initial public offering price of $4.00 per share, after deducting estimated underwriting discounts, commissions and other offering costs.

You should read the information in this table together with our consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" appearing elsewhere in this prospectus.

	As of September 30, 2015		
	Actual	As Adjusted	As Further Adjusted
Stockholders' equity:			
Preferred Stock, $0.001 par value; authorized – 5,000,000 shares; issued and outstanding – none	—	—	—
Common stock, $0.001 par value; authorized – 45,000,000 shares; issued and outstanding – actual: 7,565,451 shares; as adjusted: 12,565,451 shares; as further adjusted: 13,315,451 shares	7,565	12,565	13,315
Additional paid-in capital	16,609,885	33,594,885	36,294,135
Accumulated deficit	(3,104,632)	(3,104,632)	(3,104,632)
Total stockholders' equity	13,512,818	30,502,818	33,202,818
Total capitalization	$ 13,512,818	$ 30,502,818	$ 33,202,818

The above capitalization table excludes the following:

- 281,534 shares of our common stock issuable upon exercise of options granted pursuant to our 2015 Stock Incentive Plan;
- 853,284 shares of our common stock reserved for future grants pursuant to our 2015 Stock Incentive Plan, of which 187,858 shares of our common stock are to be allocated to the CEO of the company after this offering (assuming full exercise of the overallotment option), 140,672 shares were granted to the CFO when he started his employment in November 2015, and 131,482 shares were granted to employees in December 2015;
- 378,275 shares of our common stock issuable upon exercise of outstanding employment related options issued separately from the 2015 Stock Incentive Plan;
- 299,625 shares of our common stock issuable upon exercise of outstanding warrants; and
- up to 575,000 shares of our common stock issuable upon exercise of the underwriter warrant.

DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the amount per share paid by purchasers of shares of common stock in this offering and the pro forma as adjusted net tangible book value per share of common stock immediately after the completion of this offering.

As of September 30, 2015, our pro forma net tangible book value was approximately $3,346,881, or $.44 per share of common stock. Our pro forma net tangible book deficit per share represents the amount of our total tangible assets reduced by the amount of our total liabilities and divided by the total number of shares of our common stock outstanding as of September 30, 2015.

After giving effect to our sale in this offering of 5,000,000 shares of our common stock, at the initial public offering price of $4.00 per share, after deducting underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of September 30, 2015, would have been approximately $20,336,881, or $1.62 per share of our common stock. This represents an immediate increase in pro forma as adjusted net tangible book value of $1.18 per share to our existing stockholders and an immediate dilution of $2.38 per share to investors purchasing shares in this offering.

The following table illustrates this dilution:

Initial public offering price per share		$4.00
Pro forma net tangible book value per share as of September 30, 2015, before giving effect to this offering	$0.44	
Increase in pro forma net tangible book value per share attributable to new investors purchasing shares in this offering	1.18	
Pro forma as adjusted net tangible book value per share, after giving effect to this offering		$1.62
Dilution per share to new investors purchasing shares in this offering		$2.38

If the underwriter exercises the over-allotment option in full, the pro forma as adjusted net tangible book value per share of our common stock would be $1.73 per share, and the dilution per share to new investors purchasing shares in this offering would be $2.27 per share.

The following table summarizes, on a pro forma as adjusted basis as of September 30, 2015, after completion of this offering at the initial public offering price of $4.00 per share, the difference between existing stockholders and new investors with respect to the number of shares of common stock purchased from us, the total consideration paid to us and the average price per share paid, before deducting underwriting discounts and commissions and estimated offering expenses:

	Shares Purchased		Total Consideration		Average Price
	Number	Percent	Amount	Percent	Per Share
Existing stockholders	7,565,451	60.2%	$17,203,882	46.2%	$ 2.27
New public investors	5,000,000	39.8	20,000,000	53.8	$ 4.00
Total	12,565,451	100.0%	$37,203,882	100.0%	$ 2.96

To the extent that our outstanding warrants are exercised, investors will experience further dilution.

Except as otherwise indicated, the above discussion and tables assume no exercise of the underwriter over-allotment option. If the underwriter exercises the over-allotment option in full, our existing stockholders would own 56.8% and our new investors would own 43.2% of the total number of shares of our common stock outstanding upon the completion of this offering.

The number of shares of our common stock to be outstanding after this offering is based on 7,565,451 shares of our common stock outstanding as of September 30, 2015, and excludes:

- 281,534 shares of our common stock issuable upon exercise of options granted pursuant to our 2015 Stock Incentive Plan;
- 853,284 shares of our common stock reserved for future grants pursuant to our 2015 Stock Incentive Plan, of which 187,858 shares of our common stock are to be allocated to the CEO of the company after this offering (assuming full exercise of the overallotment option), 140,672 shares were granted to the CFO when he started his employment in November 2015, and 131,482 shares were granted to employees in December 2015;
- 378,275 shares of our common stock issuable upon exercise of outstanding employment related options issued separately from the 2015 Stock Incentive Plan;
- 299,625 shares of our common stock issuable upon exercise of outstanding warrants; and
- up to 575,000 shares of our common stock issuable upon exercise of the underwriter warrant.

DESCRIPTION OF SECURITIES

Common Stock

We are authorized to issue 45,000,000 shares of $0.001 par value common stock and 5,000,000 shares of $0.001 par value preferred stock. As of the date of this prospectus, there are 7,565,451 shares of our common stock issued and outstanding and no shares of preferred stock are issued and outstanding. Except as described below, there are no other agreements or outstanding options, warrants or similar rights that entitle their holder to acquire from us any of our equity securities.

Holders of shares of common stock are entitled to one vote per share on all matters to be voted upon by the stockholders generally. Stockholders are entitled to receive such dividends as may be declared from time to time by the board of directors out of funds legally available therefore, and in the event of liquidation, dissolution or winding up of the company to share ratably in all assets remaining after payment of liabilities. The holders of shares of common stock have conversion or cumulative voting rights.

Preferred Stock

Pursuant to our articles of incorporation, as amended, our board of directors will have the authority, without further action by the stockholders, to issue from time to time up to 5,000,000 shares of preferred stock in one or more series. Our board of directors may designate the powers, designations, preferences, and relative participation, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, including dividend rights, conversion rights, voting rights, redemption rights, liquidation preference, sinking fund terms and the number of shares constituting any series or the designation of any series. The issuance of preferred stock could have the effect of restricting dividends on the common stock, diluting the voting power of the common stock, impairing the liquidation rights of the common stock, or delaying, deterring, or preventing a change in control. Such issuance could have the effect of decreasing the market price of the common stock. No shares of preferred stock are outstanding, and we currently have no plans to issue any shares of preferred stock.

Record Holders

As of the date of this prospectus, our outstanding shares of common stock were held of record by 112 stockholders.

Dividends

We do not anticipate the payment of cash dividends on our common stock in the foreseeable future.

Registration Rights

Following the completion of this offering, certain holders of our common stock are entitled registration rights under the Securities Act of their shares of common stock, including demand registration rights and piggyback registration rights. We have granted these rights under registration rights agreements dated November 6, 2014, in respect of the shares of common stock sold in the November 2014 private placement to the investors in that offering and to MDB Capital Group, LLC, the placement agent in that offering, and in option agreements issued to our past and current directors.

In the registration rights agreements issued to the investors and MDB Capital Group, LLC, all parties were granted demand and piggy back registration rights. The demand registration only may be made six months after the company has become a registrant under the Exchange Act, which will occur simultaneous with this offering, provided that they are not otherwise registered by the company for resale. The demand registration for the investors is only so long as the shares are not otherwise sold or sellable under Rule 144, and the demand right for MDB Capital Group, LLC is for a period of five years. The registration statement filed under the demand right

will be kept effective until the earlier of the shares being sold, the date that the shares may be sold under Rule 144 or one year from the effective date of the registration statement. The piggyback registration right applies to all registration statements of the company filed after the company has become a registrant under the Exchange Act. The piggy back registration right for all persons terminates when the shares have been sold or can be sold under Rule 144 without limitation.

The agreements have cut back provisions to give priority in piggyback registrations to the investors, and subsequent registrations for those securities not permitted to be registered. Additionally, in the case of an underwritten offering by the company, any underwriter for the offering may request removal or delay in sales of shares included on the registration statement. Under these agreements, the company is responsible for all fees, costs and expenses of the registration statements and federal and state securities compliance, and all selling expenses, including estimated underwriting discounts and selling commissions, will be borne by the holders of the shares being registered. The company also has agreed to indemnify the securities holders for actions under the Securities Act and Exchange Act, subject to limited exceptions.

The company has granted to several of its current and past directors and executives who hold options to purchase common stock piggyback registration rights, on all registration statements other than the registration statement for the initial public offering of the company. These rights do not have an expiration date. The inclusion of the shares underlying the options are subject to underwriter cutbacks. The company is responsible for all fees, costs and expenses of the registration statements and federal and state securities compliance, and all selling expenses, including estimated underwriting discounts and selling commissions, will be borne by the holders of the shares being registered.

The company has granted to the underwriter registration rights for the shares underlying the warrants issued as part of the underwriting compensation. The demand registration right will be for a period of five years and the piggyback registration right will be for a period of seven years, each from the effective date of the registration statement for this offering. The company is responsible for all fees, costs and expenses of the registration statements and federal and state securities compliance, and all selling expenses, including estimated underwriting discounts and selling commissions, will be borne by the holders of the shares being registered. The company also has agreed to indemnify the securities holders of the registered shares for actions under the Securities Act and Exchange Act, subject to limited exceptions.

Stock Incentive Plan and Other Employment Related Options

We have adopted the 2015 Stock Incentive Plan providing for the grant of non-qualified stock options and incentive stock options to purchase shares of our common stock and for the grant of restricted and unrestricted share grants. We have reserved 1,134,818 shares of our common stock under the plan. The purpose of the plan is to provide eligible participants with an opportunity to acquire an ownership interest in our company. All officers, directors and employees and certain consultants to our company are eligible to participate under the plan. The plan provides that options may not be granted at an exercise price less than the fair market value of our common shares on the date of grant. The plan is administered by the board of directors or a committee thereof, which currently is the Compensation Committee. The board or directors and the committee will have the discretion to determine the nature of the awards and the number of shares subject to an award, the exercise price, vesting provisions, and the term of the award. Awards under the plan are intended to be exempt from Section 16 of the Exchange Act, and will be administered to achieve this objective. As of the date of this prospectus, we have granted options to purchase an aggregate of 553,688 shares of our common stock at an anticipated exercise price of $4.00 per share and have available for future grants 581,130 shares. We are committed promptly to issue an additional option for up to 187,858 shares (assuming full exercise of the underwriter overallotment option) pursuant to the terms of an outstanding option after 45 days of the date of this prospectus.

In addition to the equity awards available under the 2015 Stock Incentive Plan, as of the date of this prospectus, we have granted options not under that plan to purchase an aggregate of 321,534 shares of our

common stock to our current and former directors, at an exercise price of $2.67 per share. Of these, options for 81,960 shares of our common stock have vested. Under the terms of the option awards, the options vest in quarterly installments over a three-year period, so long as the person is still providing services to the company and expire five years from the grant date. The options have provisions for the adjustment of the exercise price and the number of shares issuable upon the exercise of the warrants in the event of certain stock dividends, stock splits, reorganizations, reclassifications and consolidations. The options have piggyback registration rights. See “Description of Securities – Registration Rights.”

Warrants

Upon the completion of this offering, we will have outstanding the following warrants to purchase shares of our common stock:

- warrants to purchase 299,625 shares of our common stock at an exercise price of $2.67 per share, which warrants were issued on November 6, 2014, to MDB Capital Group, LLC as consideration for financial advisory services in connection with our November 2015 common stock financing, (some of which warrants were subsequently transferred by MDB Capital Group, LLC to other persons); and
- the underwriter warrant to purchase a number of shares of our common stock equal to 10% of the number of shares of common stock sold in this offering, including the over-allotment, at an exercise price equal to 120% of the price of the common stock sold in this offering.

These warrants contain provisions for the adjustment of the exercise price and the number of shares issuable upon the exercise of the warrants in the event of certain stock dividends, stock splits, reorganizations, reclassifications and consolidations. The holders of the shares issuable upon exercise of the warrants are entitled to registration rights with respect to such shares as described in greater detail under the heading “Description of Securities – Registration Rights.”

Anti-Takeover Effects of Certain Provisions of Nevada Law and Our Charter Documents

The following is a summary of certain provisions of Nevada law, our articles of incorporation and our bylaws. This summary does not purport to be complete and is qualified in its entirety by reference to the Nevada Revised Statutes and our articles of incorporation and bylaws.

Effect of Nevada Control Share Statute. We are subject to Sections 78.378 to 78.3793 of the Nevada Revised Statutes, which are referred to as the Control Share Statute that is a type of anti-takeover law. In general, these provisions restrict the ability of individuals and groups from acquiring one-fifth or more of the voting shares of a Nevada corporation that has 200 or more stockholders of record. at least 100 of whom have addresses in Nevada, from exercising the voting rights of the acquired shares, absent required stockholder approval of the share acquisition transaction or an opt out election by the corporation. The prohibition on the voting of the acquired shares is limited to three years after acquisition. To avoid the voting restriction, the acquisition of a controlling interest must be approved by both (a) the holders of a majority of the voting power of the corporation, and (b) if the acquisition would adversely alter or change any preference or any relative or other right given to any other class or series of outstanding shares, the holders of the majority of each class or series affected, excluding those shares as to which any interested stockholder exercises voting rights, and the approval must specifically include the conferral of such voting rights. Although we have not opted out of this statute, a corporation alternatively may expressly elect not to be governed by the provisions in either its articles of incorporation or its bylaws. Additionally, in the face of potential control share transaction, a corporation, if it has not opted out of the statutory provisions, may opt out of the control share statute by amending its articles of incorporation or its bylaws prior to the 10th day following the acquisition of a controlling interest by an acquiring person.

Effect of Nevada Business Combination Statute. We are subject to Sections 78.411 to 78.444 of the Nevada Revised Statutes, which are referred to as the Business Combination Statute. This statute is designed to

limit acquirers of voting stock of a corporation from effecting a business combination without the consent of the stockholders or board of directors. The statute provides that specified persons who, together with their affiliates and associates, own, or within two years did own, 10% or more of the outstanding voting stock of a Nevada corporation with at least 200 stockholders of record cannot engage in specified business combinations with a Nevada corporation for a period of two years after the date on which the person became an interested stockholder, unless (a) the business combination or the transaction by which the person first became an interested stockholder was approved by the Nevada corporation's board of directors before the person first became an interested stockholder, or (b) the combination is approved by the board and, at or after that time, the combination is approved at an annual or special meeting of the stockholders by the affirmative vote of 60% or more of the voting power of the disinterested stockholders.

Effect of California Corporation Long-Arm Statute. We are a Nevada corporation, governed by the Nevada Revised Statutes – Nevada Corporations Law; however, our headquarters, property and officers are located in California. Section 2115 of the California Corporations Code (the "California Corporation Long-Arm Statute") purports to impose on corporations like us certain portions of California's laws governing corporations formed under the laws of the State of California. While disputes have arisen regarding the enforceability of the California Corporation Long-Arm Statute, the statute purports to apply the California Corporations Code in the following areas of governance to corporations that meet the test for applicability for the California Corporation Long-Arm Statute: Chapter 1 (general provisions and definitions), to the extent applicable to the following provisions; Section 301 (annual election of directors); Section 303 (removal of directors without cause); Section 304 (removal of directors by court proceedings); Section 305, subdivision (c) (filling of director vacancies where less than a majority in office elected by stockholders); Section 309 (directors' standard of care); Section 316 (excluding paragraph (3) of subdivision (a) and paragraph (3) of subdivision (f)) (liability of directors for unlawful distributions); Section 317 (indemnification of directors, officers, and others); Sections 500 to 505, inclusive (limitations on corporate distributions in cash or property); Section 506 (liability of stockholder who receives unlawful distribution); Section 600, subdivisions (b) and (c) (requirement for annual stockholders' meeting and remedy if same not timely held); Section 708, subdivisions (a), (b), and (c) (stockholder's right to cumulate votes at any election of directors); Section 710 (supermajority vote requirement); Section 1001, subdivision (d) (limitations on sale of assets); Section 1101 (provisions following subdivision (e)) (limitations on mergers); Section 1151 (first sentence only) (limitations on conversions); Section 1152 (requirements of conversions); Chapter 12 (commencing with Section 1200) (reorganizations); Chapter 13 (commencing with Section 1300) (dissenters' rights); Sections 1500 and 1501 (records and reports); Section 1508 (action by Attorney General); Chapter 16 (commencing with Section 1600) (rights of inspection).

We believe it is likely that we meet the test for the application of the California Corporation Long-Arm Statute and do not anticipate a specific time in the future when we would not meet such test. The California Corporation Long-Arm Statute, if applicable, would purport to require a different outcome for certain important activities fundamental to the governance of corporations, and you are encouraged to review the effect of the California Long-Arm Statute to determine whether the differences from the Delaware General Corporation Law are important to you.

Our Charter Documents. Our charter documents include provisions that may have the effect of discouraging, delaying or preventing a change in control or an unsolicited acquisition proposal that a stockholder might consider favorable, including a proposal that might result in the payment of a premium over the market price for the shares held by our stockholders. Certain of these provisions are summarized in the following paragraphs.

Effects of authorized but unissued common stock and preferred stock. One of the effects of the existence of authorized but unissued common stock and undesignated preferred stock may be to enable our board of directors to make more difficult or to discourage an attempt to obtain control of our company by means of a merger, tender offer, proxy contest or otherwise, and thereby to protect the continuity of management. If, in the due exercise of its fiduciary obligations, the board of directors were to determine that a takeover proposal was

not in our best interest, such shares could be issued by the board of directors without stockholder approval in one or more transactions that might prevent or render more difficult or costly the completion of the takeover transaction by diluting the voting or other rights of the proposed acquirer or insurgent stockholder group, by putting a substantial voting bloc in institutional or other hands that might undertake to support the position of the incumbent board of directors, by effecting an acquisition that might complicate or preclude the takeover, or otherwise.

Cumulative Voting. Our Articles of Incorporation does not provide for cumulative voting in the election of directors, which would allow holders of less than a majority of the stock to elect some directors.

Vacancies. Our by-laws provide that all vacancies may be filled by the affirmative vote of a majority of directors then in office, even if less than a quorum.

Transfer Agent and Registrar

Upon the closing of this offering, the transfer agent and registrar for our common stock will be Corporate Stock Transfer, Inc., located at 3200 E Cherry Creek South Drive, # 430, Denver, CO 80209, with a telephone number of (303) 282-4800.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for shares of our common stock. Future sales of substantial amounts of shares of common stock, including shares issued upon the exercise of outstanding warrants and options, in the public market after this offering, or the possibility of these sales occurring, could adversely affect the then prevailing market price for our common stock or impair our ability to raise equity capital.

Upon the completion of this offering, a total of 12,565,451 shares of common stock will be outstanding. All 5,000,000 shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriter over-allotment option, will be freely tradable in the public market without restriction or further registration under the Securities Act, unless these shares are held by "affiliates," as that term is defined in Rule 144 under the Securities Act.

The remaining shares of common stock are denominated "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rules 144 or 701 under the Securities Act, which are summarized below.

Subject to the lock-up agreements described below and the provisions of Rules 144 and 701 under the Securities Act, 2,996,253 of these restricted securities will be available for sale in the public market after the expiration of a six-month lock-up beginning more than 180 days after the date of this prospectus and 4,539,637 shares of these restricted securities will be available for sale in the public market after expiration of a 12-month lock-up beginning one year after the date of this prospectus, and 29,561 shares of these restricted shares are not subject to any contractual lock up.

Rule 144

In general, under Rule 144 as currently in effect, once we have been subject to public company reporting requirements for at least 90 days, a person who is not deemed to have been one of our affiliates for purposes of the Securities Act at any time during the 90 days preceding a sale and who has beneficially owned the shares proposed to be sold for at least six months, including the holding period of any prior owner other than our affiliates, is entitled to sell such shares without complying with the manner of sale, volume limitation, or notice provisions of Rule 144, subject to compliance with the public information requirements of Rule 144. If such a person has beneficially owned the shares proposed to be sold for at least one year, including the holding period of any prior owner other than our affiliates, then such person is entitled to sell such shares without complying with any of the requirements of Rule 144.

In general, under Rule 144, as currently in effect, our affiliates or persons selling shares on behalf of our affiliates are entitled to sell upon expiration of the lock-up agreements described below, within any three-month period beginning 90 days after the date of this prospectus, a number of shares that does not exceed the greater of:

- 1% of the number of shares of common stock then outstanding; or
- the average weekly trading volume of the common stock during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Sales under Rule 144 by our affiliates or persons selling shares on behalf of our affiliates are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us.

Rule 701

Rule 701 generally allows a stockholder who purchased shares of our common stock pursuant to a written compensatory plan or contract and who is not deemed to have been one of our affiliates during the immediately

preceding 90 days to sell these shares in reliance upon Rule 144, but without being required to comply with the public information, holding period, volume limitation, or notice provisions of Rule 144. Rule 701 also permits our affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. However, all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling such shares pursuant to Rule 701.

Lock-Up Agreements

We, all of our directors, officers, employees and the holders of substantially all of our common stock or securities exercisable for or convertible into our common stock outstanding immediately prior to this offering have agreed that, without the prior written consent of MDB Capital Group, LLC, we and they will not, during the period ending 12 months after the date of this prospectus, for officers, directors, employees and certain stockholders beneficially owning 5% or more of our common stock, and 180 days after the date of this prospectus, for substantially all the other stockholders subject to lock-up agreements:

- offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of common stock, capital stock, or any securities convertible into or exchangeable or exercisable for shares of common stock or other capital stock;
- make any demand for or exercise any right with respect to the registration of any shares of common stock or other such securities; or
- enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our common stock.

Whether any such transaction described above is to be settled by delivery of common stock or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition. This agreement is subject to certain exceptions. See “Underwriting” for additional information.

Registration Rights

Upon the completion of this offering, the holders of 3,295,878 shares of common stock (including 299,625 shares of common stock underlying warrants and options) or their permitted assigns will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming freely tradable under the Securities Act immediately upon the effectiveness of the registration, except for shares held by affiliates. See “Description of Capital Stock –Registration Rights” for additional information.

Registration Statements on Form S-8

We intend to file a registration statement on Form S-8 under the Securities Act to register all of the shares of common stock to be issued or reserved for issuance under our 2015 Stock Incentive plan. Shares covered by that registration statement will be eligible for sale in the public market, upon the expiration or release from the terms of the lock-up agreements and subject to vesting of such shares.

UNDERWRITING (CONFLICTS OF INTEREST)

MDB Capital Group, LLC is the sole underwriter of this offering. Subject to the terms and conditions set forth in an underwriting agreement between us and the underwriter, we have agreed to sell to the underwriter, and the underwriter has agreed, to purchase from us, the number of shares of common stock set forth opposite its name below.

Underwriter Name	Number of Shares
MDB Capital Group, LLC	
Total	5,000,000

MDB Capital Group, LLC acted as our placement agent in connection with the placement of our shares of common stock that was consummated on November 9, 2014.

The underwriter is committed to purchase all of the common shares offered by us, other than those covered by the option to purchase additional shares described below, if it purchases any shares. The underwriting agreement provides that the obligations to purchase shares of our common stock are subject to certain conditions. A copy of the underwriting agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part.

We have been advised by the underwriter that it proposes to offer shares of our common stock directly to the public at the public offering price set forth on the cover page of this prospectus and to certain dealers that are members of the Financial Industry Regulatory Authority, Inc., or FINRA. Any securities sold by the underwriter to the securities dealers will be sold at the public offering price less a selling concession not in excess of $_____ per share. After the public offering of the shares, the offering price and other selling terms may be changed by the underwriter.

None of our securities included in this offering may be offered or sold, directly or indirectly, nor may this prospectus and any other offering material or advertisements in connection with the offer and sales of any of our common stock, be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons who receive this prospectus are advised to inform themselves about and to observe any restrictions relating to this offering of our common stock and the distribution of this prospectus. This prospectus is neither an offer to sell nor a solicitation of any offer to buy any of our common stock included in this offering in any jurisdiction where that would not be permitted or legal.

The underwriter has advised us that they do not intend to confirm sales to any accounts over which any of them exercise discretionary authority.

Conflict of Interest

MDB Capital Group, LLC and persons who are associated or employed by MDB Capital Group, LLC together own beneficially an aggregate of 1,459,370 shares of common stock of the company, representing an aggregate of 18.5% of the actual (non-beneficial basis) issued and outstanding common stock of the company immediately prior to the offering. Therefore, MDB Capital Group, LLC is deemed to have a “conflict of interest” under Rule 5121 of FINRA. Accordingly, this offering will be made in compliance with the applicable provisions of Rule 5121, which requires that a “qualified independent underwriter,” as defined by FINRA, participate in the preparation of the registration statement and exercise the usual standard of due diligence with respect to the registration statement that an underwriter would exercise on its own behalf. Feltl and Company, Inc. has agreed to act as the “qualified independent underwriter” within the meaning of Rule 5121 in connection with this

offering. Feltl and Company, Inc. will receive $125,000 for serving as a qualified independent underwriter in connection with this offering. We have agreed to indemnify Feltl and Company, Inc. against liabilities incurred in connection with acting as qualified independent underwriter, including liabilities under the Securities Act. In accordance with Rule 5121, MDB Capital Group, LLC will not sell shares of our common stock to discretionary accounts without the prior written approval from the account holder.

The table below sets forth the actual, direct ownership of our common stock by MDB Capital Group, LLC and its affiliates and employees. The table is prepared on the basis of the current, actual ownership of the common stock and not the beneficial ownership of the common stock, although the other holdings of the person or entity are footnoted.

Name	Securities Actually Owned Prior to Offering
George Brandon (1)	49,087
Kevin Cotter (2)	39,724
Robert M. Levande (3)	239,606
Gary A. Schuman (4)	47,739
Christopher A. Marlett (5)	187,664
MDB Capital Group, LLC (6)	678,562
Amy En-Mei Wang (7)	214,388
Alex Zapanta (8)	2,000
Jeanne Cantlay (9)	600
Total:	**1,459,370**

(1) Represents 28,113 shares of common stock purchased in May 2014 and in the 2014 Private Placement and 20,974 shares of common stock underlying a warrant issued in the 2014 Private Placement.
(2) Represents 18,750 shares of common stock purchased in May 2014 and in the 2014 Private Placement and 20,974 shares of common stock underlying a warrant issued in the 2014 Private Placement.
(3) Includes 168,750 shares of common stock purchased in May 2014, 45,638 shares of common stock underlying a warrant issued in the 2014 Private Placement, and 25,218 shares of common stock underlying an option issued by the company in February 2015.
(4) Includes 33,750 shares of common stock transferred by MDB Capital Group, LLC and 13,989 shares of common stock underlying a warrant issued in the 2014 Private Placement.
(5) Includes 168,750 shares of common stock purchased in May 2014, and 18,914 shares of common stock underlying an option by the company issued in February 2015, which expires March 10, 2016.
(6) Includes 528,750 shares of common stock purchased in May 2014, and 149,812 shares of common stock underlying a warrant issued in the 2014 Private Placement.
(7) Includes 168,750 shares of common stock purchased in May 2014 and 45,638 shares of common stock underlying a warrant issued in the 2014 Private Placement.
(8) Represents shares of common stock underlying a warrant issued in the 2014 Private Placement.
(9) Represents shares of common stock underlying a warrant issued in the 2014 Private Placement.

Underwriting Discount and Expenses

The following table summarizes the underwriting discount and commission to be paid to the underwriter by us.

	Without Over-Allotment	With Over-Allotment
Public offering price	$ 20,000,000	$ 23,000,000
Underwriting discount to be paid to the underwriter	$ 2,000,000	$ 2,300,000
Non-accountable expense allowance	$ 160,000	$ 160,000
Qualified independent underwriter fee	$ 125,000	$ 125,000
Net proceeds, before other company expenses	$ 17,715,000	$ 20,415,000

We estimate the total expenses payable by us for this offering to be approximately $3,010,000 million, which amount includes (i) the underwriting discount of $2,000,000 ($2,300,000 if the underwriter over-allotment option is exercised in full), (ii) a non-accountable expense allowance of $160,000 to be paid by us to the underwriter, (iii) $125,000 to be paid by us to Feltl and Company, Inc., the “qualified independent underwriter” for this offering, and (iv) other estimated company expenses of approximately $725,000, which includes legal, accounting, printing costs and various fees associated with the registration and listing of our shares. In no event will the aggregated expenses to be reimbursed to the underwriter exceed in the aggregate $160,000.

Over-Allotment Option

We have granted to the underwriter an option, exercisable not later than 45 days after the date of this prospectus, to purchase up to an additional 750,000 shares of our common stock (up to 15% of the shares firmly committed in this offering) at the public offering price, less the underwriting discount, set forth on the cover page of this prospectus. The underwriter may exercise the option solely to cover over-allotments, if any, made in connection with this offering. If any additional shares of our common stock are purchased pursuant to the over-allotment option, the underwriter will offer these additional shares of our common stock on the same terms as those on which the other shares of common stock are being offered hereby.

Determination of Offering Price

There is no current market for our common stock. The underwriter is not obligated to make a market in our securities, and even if it chooses to make a market, can discontinue at any time without notice. Neither we nor the underwriter can provide any assurance that an active and liquid trading market in our securities will develop or, if developed, that the market will continue.

The public offering price of the shares offered by this prospectus has been determined by negotiation between us and the underwriter. Among the factors considered in determining the public offering price of the shares were:

- our history and our prospects;
- the industry in which we operate;
- our past and present operating results;
- the previous experience of our executive officers; and
- the general condition of the securities markets at the time of this offering.

The offering price stated on the cover page of this prospectus should not be considered an indication of the actual value of the shares. That price is subject to change as a result of market conditions and other factors, and we cannot assure you that the shares can be resold at or above the public offering price.

Underwriter Warrant

We have agreed to issue to the underwriter and designees a warrant to purchase shares of our common stock (up to 10% of the shares of common stock sold in this offering). This warrant is exercisable at $4.80 per share (120% of the price of the common stock sold in this offering), commencing on the effective date of this offering and expiring five years from the effective date of this offering. The company has granted demand registration rights exercisable for five years and piggyback registration rights for seven years after the effective date of the registration statement for this offering. The warrant and the shares of common stock underlying the warrant have been deemed compensation by FINRA and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The underwriter (or permitted assignees under Rule 5110(g)(2)) will not sell, transfer, assign, pledge, or hypothecate this warrant or the securities underlying this warrant, nor will it engage in any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of this warrant or the underlying securities for a period of 180 days from the effective date of the offering.

Lock-Up Agreements

All of our officers, directors, employees, stockholders beneficially owning 5% or more of our common stock and MDB Capital Group, LLC, and its transferees (with respect to the warrants originally issued on November 9, 2014) have agreed that, until the one year anniversary of the date of the underwriting agreement we will enter into in conjunction with this offering, they will not sell, contract to sell, grant any option for the sale or otherwise dispose of any of our equity securities, or any securities convertible into or exercisable or exchangeable for our equity securities, without the consent of MDB Capital Group, LLC, except for exercise or conversion of currently outstanding warrants, options and convertible securities, as applicable; and exercise of options under our 2015 Stock Incentive Plan (the “One Year Lock-Up”). The number of currently outstanding shares of common stock subject to the One Year Lock-Up totals 4,539,637 shares, and the number of shares underlying options and warrants subject to the One Year Lock-Up totals 1,100,201 shares.

The purchasers of our common stock in the November 2014 private placement are subject to lock-up requirements for periods that may last no more than 180 days following the date of this prospectus (the “180 Days Lock-Up”). The number of shares of common stock that will be subject to the 180 Days Lock-Up totals 2,996,253 shares. The warrant to purchase up to 10% of the shares of common stock sold in this offering that we have agreed to issue to the underwriter in connection with this offering will also be subject to the 180 Days Lock-Up.

MDB Capital Group, LLC may consent to an early release from the lock-up period if, in its opinion, the market for the common stock would not be adversely impacted by sales and in cases of a financial emergency of an officer, director or other stockholder. We are unaware of any security holder who intends to ask for consent to dispose of any of our equity securities during the relevant lock-up periods.

Indemnification

We have agreed to indemnify the underwriter against certain liabilities, including certain liabilities arising under the Securities Act, and to contribute to payments that the underwriter may be required to make for these liabilities.

Short Positions and Penalty Bids

The underwriter may engage in over-allotment, syndicate covering transactions, and penalty bids or purchases for the purpose of pegging, fixing or maintaining the price of the common stock, in accordance with Regulation M under the Exchange Act.

- Over-allotment involves sales by the underwriter of shares in excess of the number of shares the underwriter are obligated to purchase, which creates a syndicate short position. The short position may

be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriter is not greater than the number of shares that they may purchase in the over-allotment option. In a naked short position, the number of shares involved is greater than the number of shares in the over-allotment option. The underwriter may close out any short position by either exercising the over-allotment option and/or purchasing shares in the open market.

- Syndicate covering transactions involve purchases of the common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriter will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option. If the underwriter sells more shares than could be covered by the over-allotment option, a naked short position, the position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriter is concerned that there could be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- Penalty bids permit the underwriter to reclaim a selling concession from a syndicate member when the shares originally sold by the syndicate member are purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of the common stock. As a result, the price of the common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on the NASDAQ Capital Market, and if commenced, they may be discontinued at any time.

Neither we nor the underwriter make any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of the common stock. In addition, neither we nor the underwriter make any representation that they will engage in these transactions or that any transaction, once commenced, will not be discontinued without notice.

Electronic Distribution

A prospectus in electronic format may be made available on the Internet sites or through other online services maintained by the underwriter or an affiliate thereof. In those cases, prospective investors may view offering terms online and, depending upon the underwriter, prospective investors may be allowed to place orders online. The underwriter may agree with us to allocate a specific number of shares for sale to online brokerage account holders. Any such allocation for online distributions will be made by the underwriter on the same basis as other allocations.

Other than the prospectus in electronic format, information on the website of the underwriter and any information contained in any other website maintained by an underwriter is not part of the prospectus or the registration statement of which this prospectus forms a part, has not been approved and/or endorsed by us or any of the underwriter in its capacity as an underwriter and should not be relied upon by investors.

The compensation to the underwriter in connection with this offering is limited to the fees and expenses described above under “Underwriting Discount and Expenses.”

LEGAL MATTERS

Golenbock Eiseman Assor Bell & Peskoe LLP, New York, New York, will pass upon the validity of the shares of common stock offered by this prospectus and certain other legal matters. LKP Global Law, LLP, Los Angeles, California, is legal counsel to MDB Capital Group, LLC. Certain employees of LKP Global Law, LLP participated in the November 2014 private placement of our common stock as investors.

EXPERTS

The financial statements of (i) Pulse Biosciences, Inc. (formerly Electroblate, Inc.) for the year ended December 31, 2014 and for the period May 19, 2014 (inception) through December 31, 2014, (ii) Theliopulse Inc. for the year ended December 31, 2013, and for the period from January 5, 2012 (inception) through December 31, 2012, and (iii) BioElectroMed Corp. and subsidiary, for the years ended December 31, 2012 and 2013, included in this prospectus have been audited by Gumbiner Savett Inc., independent registered public accounting firm as set forth in their report. We have included these financial statements in this prospectus in reliance upon the report of Gumbiner Savett Inc., given on their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act that registers the shares of our common stock to be sold in this offering. Our SEC filings are and will become available to the public over the Internet at the SEC's website at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 100 F Street N.E., Washington, D.C. 20549. You can also obtain copies of the documents upon the payment of a duplicating fee to the SEC. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities.

This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. Some items are omitted in accordance with the rules and regulations of the SEC. You should review the information and exhibits included in the registration statement for further information about us and the securities we are offering. Statements in this prospectus concerning any document we filed as an exhibit to the registration statement or that we otherwise filed with the SEC are not intended to be comprehensive and are qualified by reference to these filings. You should review the complete document to evaluate these statements.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries

We have audited the accompanying consolidated balance sheet of Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries (the "Company") as of December 31, 2014, and the related consolidated statements of operations, stockholders' equity, and cash flows for the period from May 19, 2014 (inception) through December 31, 2014. The Company's management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of their internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2014, and the results of their operations and their cash flows for the period May 19, 2014 (inception) through December 31, 2014 in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 1 to the consolidated financial statements, the Company is subject to the risks and uncertainties associated with a new business and has incurred losses from operations since inception. Funding for the Company's operations has come primarily through the issuance of equity securities, as well as research grants from a governmental agency. The Company has no committed sources of capital and is not certain whether additional financing will be available when needed on terms that are acceptable, if at all. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding these matters are described in Note 1. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Gumbiner Savett Inc.

December 21, 2015
Santa Monica, California

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

	December 31, 2014	September 30, 2015 (Unaudited)
ASSETS		
Current assets:		
Cash	$ 7,008,704	$ 4,949,376
Prepaid expenses and other current assets	22,058	41,163
Prepaid offering costs	—	42,374
Total current assets	7,030,762	5,032,913
Equipment, net of accumulated depreciation	190,425	232,291
Intangible assets, net of accumulated amortization	7,873,825	7,374,780
Goodwill	2,791,157	2,791,157
Deposits	9,781	9,781
Total assets	$ 17,895,950	$ 15,440,922
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	$ 38,108	$ 254,480
Accrued compensation expense	87,217	121,958
Deferred grant revenue	39,488	—
Total current liabilities	164,813	376,438
Deferred income taxes	1,656,666	1,551,666
Total liabilities	1,821,479	1,928,104
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value; authorized – 5,000,000 shares; issued and outstanding – none	—	—
Common stock, $0.001 par value; authorized – 45,000,000 shares; issued and outstanding – 7,565,451 shares at December 31, 2014 and September 30, 2015	7,565	7,565
Additional paid-in capital	16,343,466	16,609,885
Accumulated deficit	(276,560)	(3,104,632)
Total stockholders' equity	16,074,471	13,512,818
Total liabilities and stockholders' equity	$ 17,895,950	$ 15,440,922

See accompanying notes to consolidated financial statements.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

	May 19, 2014 (inception) through December 31, 2014	Nine Months Ended September 30, 2015 (Unaudited)	May 19, 2014 (inception) through September 30, 2014 (Unaudited)
Revenue	$ —	$ —	$ —
Operating expenses:			
General and administrative	43,379	806,865	—
Research and development, net of grant revenue	25,664	1,627,162	—
Amortization of intangible assets	110,900	499,045	—
Costs of business acquisitions	119,951	—	111,796
Total operating expenses	299,894	2,933,072	111,796
Loss from operations, before income taxes	(299,894)	(2,933,072)	(111,796)
Income tax expense (benefit)	(23,334)	(105,000)	—
Net loss	$ (276,560)	$(2,828,072)	$ (111,796)
Net loss per common share – basic and diluted	$ (0.11)	$ (0.37)	$ (0.14)
Weighted average number of common shares outstanding – basic and diluted	2,511,006	7,565,451	819,123

See accompanying notes to consolidated financial statements.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY

PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH DECEMBER 31, 2014, AND THE NINE MONTHS ENDED SEPTEMBER 30, 2015 (UNAUDITED)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount			
Common stock issued to founders	1,125,000	$ 1,125	$ 6,750	$ —	$ 7,875
Issuance of common stock in private placement	2,996,253	2,996	7,997,002	—	7,999,998
Cash issuance costs of private placement of common stock	—	—	(852,851)	—	(852,851)
Common stock issued in connection with acquisition of businesses	2,026,698	2,026	5,409,258	—	5,411,284
Common stock issued in connection with license agreement	1,417,500	1,418	3,783,307	—	3,784,725
Net loss for the period from May 19, 2014 (inception) through December 31, 2014	—	—	—	(276,560)	(276,560)
Balance, December 31, 2014	7,565,451	7,565	16,343,466	(276,560)	16,074,471
Fair value of common stock options issued to officers and directors as compensation	—	—	266,419	—	266,419
Net loss	—	—	—	(2,828,072)	(2,828,072)
Balance, September 30, 2015 (Unaudited)	7,565,451	$ 7,565	$ 16,609,885	$ (3,104,632)	$ 13,512,818

See accompanying notes to consolidated financial statements.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

	May 19, 2014 (inception) through December 31, 2014	Nine Months Ended September 30, 2015 (Unaudited)	May 19, 2014 (inception) through September 30, 2014 (Unaudited)
Cash flows from operating activities:			
Net loss	$ (276,560)	$(2,828,072)	$ (111,796)
Adjustments to reconcile net loss to net cash used in operating activities:			
Change in deferred income taxes	(23,334)	(105,000)	—
Depreciation of equipment	5,770	31,171	—
Amortization of intangible assets	110,900	499,045	—
Stock-based compensation	—	266,419	—
Changes in operating assets and liabilities, net of effects from acquisition of businesses:			
(Increase) decrease in –			
Prepaid expenses and other current assets	12,146	(19,105)	—
Prepaid offering costs	—	(35,826)	—
Increase (decrease) in –			
Accounts payable and accrued expenses	29,013	209,824	111,796
Accrued compensation expense	57,917	34,741	—
Deferred grant revenue	(17,455)	(39,488)	—
Net cash used in operating activities	(101,603)	(1,986,291)	—
Cash flows from investing activities:			
Purchase of equipment	(46,195)	(73,037)	—
Cash acquired in connection with acquisition of businesses	1,480	—	—
Net cash used in investing activities	(44,715)	(73,037)	—
Cash flows from financing activities:			
Common stock issued to founders	7,875	—	7,875
Net proceeds from private placement	7,147,147	—	—
Net cash provided by financing activities	7,155,022	—	7,875
Cash:			
Net increase (decrease)	7,008,704	(2,059,328)	7,875
Balance at beginning of period	—	7,008,704	—
Balance at end of period	$ 7,008,704	$ 4,949,376	$ 7,875
Supplemental disclosures of cash flow information:			
Non-cash investing and financing activities:			
Fair value of common stock issued in connection with license agreement	$ 3,784,725	$ —	$ —
Fair value of common stock issued in connection with acquisition of businesses	$ 5,411,284	$ —	$ —
Fair value of warrants issued to placement agent in connection with private placement of common stock	$ 622,377	$ —	$ —

See accompanying notes to consolidated financial statements.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES
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1. Organization and Business Operations

Business and Basis of Presentation

Pulse Biosciences, Inc., incorporated in Nevada on May 19, 2014 under the name Electroblate, Inc**.,** is a development stage medical device company using a novel and proprietary platform technology, Nano-Pulse Electro-Signaling, or NPES, for biomedical applications. Electroblate, Inc. changed its name to Pulse Biosciences, Inc. effective December 8, 2015. Pulse Biosciences, Inc. is referred to individually as “Pulse” and collectively with its wholly-owned subsidiaries as described below as the “Company”. The Company’s corporate offices and research facilities are located in Burlingame, California.

The Company’s activities are subject to significant risks and uncertainties, including the need for additional capital, as described below. The Company has not yet commenced any revenue-generating operations, does not have any cash flows from operations, and will need to raise additional capital to finance its operations.

During November 2014, Pulse acquired ThelioPulse, Inc. (“TPI”), BioElectroMed Corp. (“BEM”), and NanoBlate Corp. (“NB”) to establish a single, consolidated entity combining the efforts of the major companies working on NPES into one technology and intellectual property platform. In connection with the acquisitions of TPI, BEM and NB, Pulse issued an aggregate of 2,026,698 shares of common stock to the stockholders of TPI, BEM and NB. NB was a 90.8% owned subsidiary of BEM on the acquisition date.

Pulse has a license to utilize certain patents, know-how and technology relating to NPES for biomedical applications from Old Dominion University Research Foundation (“ODURF”), Eastern Virginia Medical School (“EVMS”), and the University of Southern California (“USC”). In addition, the Company has entered into a Sponsored Research Agreement with Old Dominion University’s Frank Reidy Research Center for Bioelectrics, a leading research organization in the field, which includes certain intellectual property rights arising from the research.

Going Concern

Since its inception, the Company has not generated any operating revenues and has financed its operations through the sale of common stock, as well as research grants from a governmental agency. The Company incurred a net loss of $276,560 and negative operating cash flows of $101,603 for the period from May 19, 2014 (inception) through December 31, 2014, and a net loss of $2,828,072 and negative operating cash flows of $1,986,291 for the nine months ended September 30, 2015 (unaudited). The Company expects to continue to incur losses and negative operating cash flows for at least the next few years.

The Company will need to raise additional capital to be able to fund its business activities on a going forward basis. The Company’s objective is to complete an initial public offering (“IPO”) in 2016 to raise gross proceeds of approximately $20,000,000 to provide it with sufficient financial resources to fund its operations for a period in excess of the next twelve months, but there can be no assurances that the Company will be successful in this regard. Furthermore, there can be no assurances that the Company will be able to obtain additional financing on acceptable terms and in the amounts necessary to fully fund its future operating requirements. If the Company is unable to obtain sufficient cash resources, the Company may be forced to reduce or discontinue its operations entirely.

The Company’s independent registered public accounting firm, in its report on the Company’s 2014 consolidated financial statements, has raised substantial doubt about the Company’s ability to continue as a going concern without the proceeds from the IPO.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH DECEMBER 31, 2014,
AND THE NINE MONTHS ENDED SEPTEMBER 30, 2015 AND
THE PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH SEPTEMBER 30, 2014 (UNAUDITED)

Interim Consolidated Financial Statements (Unaudited)

The condensed consolidated financial statements of the Company at September 30, 2015, and for the nine months ended September 30, 2015 and for the period from May 19, 2014 (inception) through September 30, 2014, are unaudited. In the opinion of management, all adjustments (including normal recurring adjustments) have been made that are necessary to present fairly the consolidated financial position of the Company as of September 30, 2015, the results of its consolidated operations for the nine months ended September 30, 2015 and for the period from May 19, 2014 (inception) through September 30, 2014, and its consolidated cash flows for the nine months ended September 30, 2015 and for the period from May 19, 2014 (inception) through September 30, 2014. Consolidated operating results for the interim periods presented are not necessarily indicative of the results to be expected for a full fiscal year.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements are prepared in accordance with United States generally accepted accounting principles (“GAAP”) and include the financial statements of Pulse and its wholly-owned subsidiaries, BEM and NB, since their date of acquisition on November 6, 2014. TPI, which was acquired on November 6, 2014, was merged into Pulse subsequent to its acquisition and ceased to exist as a separate entity. Intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of a credit risk consist primarily of cash. The Company limits its exposure to credit risk by depositing its cash with high quality financial institutions. The Company’s cash balances currently exceed federally insured limits. The Company has not experienced a loss in such cash accounts to date and believes that it is not exposed to any significant credit risk on its cash.

Fair Value of Financial Instruments

The authoritative guidance with respect to fair value established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, and requires that assets and liabilities carried at fair value be classified and disclosed in one of three categories, as presented below. Disclosure as to transfers into and out of Levels 1 and 2, and activity in Level 3 fair value measurements, is also required.

Level 1. Observable inputs such as quoted prices in active markets for an identical asset or liability that the Company has the ability to access as of the measurement date. Financial assets and liabilities utilizing Level 1 inputs include active-exchange traded securities and exchange-based derivatives.

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Level 2. Inputs, other than quoted prices included within Level 1, which are directly observable for the asset or liability or indirectly observable through corroboration with observable market data. Financial assets and liabilities utilizing Level 2 inputs include fixed income securities, non-exchange based derivatives, mutual funds, and fair-value hedges.

Level 3. Unobservable inputs in which there is little or no market data for the asset or liability which requires the reporting entity to develop its own assumptions. Financial assets and liabilities utilizing Level 3 inputs include infrequently-traded, non-exchange-based derivatives and commingled investment funds, and are measured using present value pricing models.

The Company determines the level in the fair value hierarchy within which each fair value measurement falls in its entirety, based on the lowest level input that is significant to the fair value measurement in its entirety. In determining the appropriate levels, the Company performs an analysis of the assets and liabilities at each reporting period end.

The Company believes the carrying amount of its financial instruments (consisting of cash, accounts payable and accrued expenses) approximates fair value due to the short-term nature of such instruments.

Deferred and Capitalized Financing Costs

Costs incurred in connection with ongoing equity financing activities, consisting primarily of legal and other professional fees, are deferred until the related financing is either completed or abandoned. Costs related to completed equity financings are charged directly to additional paid-in capital. Costs related to abandoned financings are charged to operations.

Equipment

Equipment is recorded at cost and depreciated on a straight-line basis over their estimated useful lives, ranging from three to seven years.

Intangible Assets

The Company’s intangible assets consist principally of acquired technology and license rights, which are being amortized over their estimated useful life of twelve years.

Long-Lived Assets

The Company reviews long-lived assets, consisting of equipment and intangible assets, for impairment at each fiscal year end or when events or changes in circumstances indicate the carrying value of these assets may exceed their current fair values. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the assets. Assets to be disposed of are separately presented in the consolidated balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated. The Company has not historically recorded any impairment to its long-lived assets. In the future, if events or market conditions affect the estimated fair value to the extent that a long-lived asset is impaired, the Company will adjust the carrying value of these long-lived assets in the period in which the impairment occurs. For the period from May 19, 2014 (inception) through September 30, 2015, the Company had not deemed any long-lived assets as impaired, and was not aware of the existence of any indicators of impairment at such date.

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Goodwill

The Company records goodwill when the consideration paid in a business acquisition exceeds the fair value of the net tangible assets and the identified intangible assets acquired. The Company reviews goodwill for impairment at least annually or whenever changes in circumstances indicate that the carrying value of the goodwill may not be recoverable. For the period from May 19, 2014 (inception) through September 30, 2015, the Company had not deemed the value of goodwill as impaired, and was not aware of the existence of any indicators of impairment at such date.

Stock-Based Compensation

The Company periodically issues stock options to officers, directors, employees and consultants for services rendered. Such issuances vest and expire according to terms established at the issuance date.

Stock-based payments to officers, directors and employees, including grants of employee stock options, are recognized in the financial statements based on their fair values. Stock option grants, which are generally time vested, are measured at the grant date fair value and charged to operations on a straight-line basis over the vesting period. The fair value of stock options is determined utilizing the Black-Scholes option-pricing model, which is affected by several variables, including the risk-free interest rate, the expected dividend yield, the life of the equity award the exercise price of the stock option as compared to the fair market value of the common stock on the grant date, and the estimated volatility of the common stock over the term of the equity award.

The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Until the Company has established a trading market for its common stock, estimated volatility is based on the average historical volatilities of comparable public companies in a similar industry. The expected dividend yield is based on the current yield at the grant date; the Company has never declared or paid dividends and has no plans to do so for the foreseeable future. The fair value of common stock is determined by reference to either recent or anticipated cash transactions involving the sale of the Company's common stock.

Stock options issued to non-employees as compensation for services provided to the Company are accounted for based upon the estimated fair value of the stock option. Management utilizes the Black-Scholes option-pricing model to determine the fair value of the stock options issued by the Company. The Company recognizes this expense over the period in which the services are provided.

The Company recognizes the fair value of stock-based compensation costs in general and administrative costs and in research and development costs, as appropriate, in the Company's consolidated statements of operations. The Company issues new shares to satisfy stock option exercises.

Income Taxes

The Company accounts for income taxes under an asset and liability approach for financial accounting and reporting for income taxes. Accordingly, the Company recognizes deferred tax assets and liabilities for the expected impact of differences between the financial statements and the tax basis of assets and liabilities.

The Company records a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. In the event the Company determines that it would be able to realize its deferred tax assets in the future in excess of its recorded amount, an adjustment to the deferred tax assets would be credited to operations in the period such determination was made. Likewise, should the Company determine that it would not be able to realize all or part of its deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to operations in the period such determination was made.

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The Company is subject to U.S. federal income taxes and income taxes of various state tax jurisdictions. As the Company's net operating losses have yet to be utilized, previous tax years remain open to examination by federal authorities and other jurisdictions in which the Company currently operates or has operated in the past. The Company is not currently under examination by any tax authority.

The Company accounts for uncertainties in income tax law under a comprehensive model for the financial statement recognition, measurement, presentation and disclosure of uncertain tax positions taken or expected to be taken in income tax returns as prescribed by GAAP. The tax effects of a position are recognized only if it is "more-likely-than-not" to be sustained by the taxing authority as of the reporting date. If the tax position is not considered "more-likely-than-not" to be sustained, then no benefits of the position are recognized. At September 30, 2015, the Company had not recorded any liability for uncertain tax positions. In subsequent periods, any interest and penalties related to uncertain tax positions will be recognized as a component of income tax expense.

Research Grants

Research grants are generally funded and paid through governmental, institutional, educational or research organizations. Grants received from agencies of the federal government are subject to federal regulation as to how the Company conducts its research activities, and the Company is required to comply with the respective research agreement terms relating to those grants. Amounts received under research grants are nonrefundable, regardless of the success of the underlying research project, to the extent that such amounts are expended in accordance with the approved grant project. The Company is permitted to draw down the research grants after incurring the related expenses. Amounts received under research grants are offset against the related research and development costs in the Company's consolidated statement of operations as the costs are incurred.

Research and Development Costs

Research and development costs consist primarily of fees paid to consultants and outside service providers and organizations (including research institutes at universities), patent fees and costs, and other expenses relating to the acquisition, design, development and testing of the Company's product candidates. Research and development costs incurred by the Company are expensed as incurred, unless the achievement of milestones, the completion of contracted work, or other information indicates that a different expensing schedule is more appropriate.

Patent Costs

The Company is the owner of numerous domestic and foreign patents. Due to the significant uncertainty associated with the successful development of one or more commercially viable products based on the Company's research efforts and any related patent applications, all patent costs, including patent-related legal fees, filing fees and other costs, including internally generated costs, are expensed as incurred. During the period from May 19, 2014 (inception) through December 31, 2014, patent costs were $25,664. During the nine months ended September 30, 2015 (unaudited) and the period from May 19, 2014 (inception) through September 30, 2014 (unaudited), patent costs were $238,794 and $0, respectively. Patent costs are included in research and development costs in the statement of operations.

Earnings per Share

The Company's computation of earnings per share ("EPS") includes basic and diluted EPS. Basic EPS is measured as the income (loss) divided by the weighted average common shares outstanding for the period.

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Diluted EPS is similar to basic EPS but presents the dilutive effect on a per share basis of potential common shares (e.g., warrants and stock options) as if they had been converted at the beginning of the periods presented, or issuance date, if later. Potential common shares that have an anti-dilutive effect (i.e., those that increase income per share or decrease loss per share) are excluded from the calculation of diluted EPS.

Loss per common share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the respective periods. Basic and diluted loss per common share is the same for all periods presented because all warrants and stock options outstanding are anti-dilutive.

At December 31, 2014 and September 30, 2015 (unaudited), the Company excluded the outstanding securities summarized below, which entitle the holders thereof to acquire shares of common stock, from its calculation of earnings per share, as their effect would have been anti-dilutive.

	December 31, 2014	September 30, 2015 (Unaudited)
Common stock warrants	299,625	299,625
Common stock options	—	659,809
Total	299,625	959,434

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update No. 2014-09 (ASU 2014-09), *Revenue from Contracts with Customers*. ASU 2014-09 will eliminate transaction- and industry-specific revenue recognition guidance under current GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. ASU 2014-09 also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. Based on the FASB’s Exposure Draft Update issued on April 29, 2015, and approved in July 2015, *Revenue from Contracts With Customers (Topic 606): Deferral of the Effective Date*, ASU 2014-09 is now effective for reporting periods beginning after December 15, 2017, with early adoption permitted only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The adoption of ASU 2014-09 is not expected to have any impact on the Company’s financial statement presentation or disclosures.

In August 2014, the FASB issued Accounting Standards Update No. 2014-15 (ASU 2014-15), *Presentation of Financial Statements – Going Concern (Subtopic 205-10)*. ASU 2014-15 provides guidance as to management’s responsibility to evaluate whether there is substantial doubt about an entity’s ability to continue as a going concern and to provide related footnote disclosures. In connection with preparing financial statements for each annual and interim reporting period, an entity’s management should evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable). Management’s evaluation should be based on relevant conditions and events that are known and reasonably knowable at the date that the financial statements are issued (or at the date that the financial statements are available to be issued when applicable).

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Substantial doubt about an entity's ability to continue as a going concern exists when relevant conditions and events, considered in the aggregate, indicate that it is probable that the entity will be unable to meet its obligations as they become due within one year after the date that the financial statements are issued (or available to be issued). ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter. Early application is permitted. The adoption of ASU 2014-15 is not expected to have any impact on the Company's financial statement presentation or disclosures.

In February 2015, the FASB issued Accounting Standards Update No. 2015-02 (ASU 2015-02), *Consolidation (Topic 810).* ASU 2015-02 changes the guidance with respect to the analysis that a reporting entity must perform to determine whether it should consolidate certain types of legal entities. All legal entities are subject to reevaluation under the revised consolidation mode. ASU 2015-02 affects the following areas: (1) limited partnerships and similar legal entities; (2) evaluating fees paid to a decision maker or a service provider as a variable interest; (3) the effect of fee arrangements on the primary beneficiary determination; (4) the effect of related parties on the primary beneficiary determination; and (5) certain investment funds. ASU 2015-02 is effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. If an entity early adopts the guidance in an interim period, any adjustments should be reflected as of the beginning of the fiscal year that includes that interim period. A reporting entity may apply the amendments in this guidance using a modified retrospective approach by recording a cumulative-effect adjustment to equity as of the beginning of the fiscal year of adoption. A reporting entity also may apply the amendments retrospectively. The adoption of ASU 2015-02 is not expected to have any impact on the Company's financial statement presentation or disclosures.

Management does not believe that any other recently issued, but not yet effective, authoritative guidance, if currently adopted, would have a material impact on the Company's financial statement presentation or disclosures.

3. Acquisition of Businesses

Effective November 6, 2014, Pulse acquired the following companies:

- ThelioPulse, Inc. ("TPI")
- BioElectroMed Corp. ("BEM")
- NanoBlate Corp. ("NB")

TPI, incorporated in Delaware in January 2012, was a spin-out from the Alfred E. Mann Institute for Biomedical Engineering at the University of Southern California ("AMI-USC"), and was formed for the purpose of developing and commercializing NPES for dermatological applications. The Alfred E. Mann Institute for Biomedical Engineering is a nonprofit organization with a mandate to accelerate medical device technology development toward commercial launch that was established at the University of Southern California ("USC") in 1998. As a result of the spin-out, TPI was owned 75% by AMI-USC and 25% by Old Dominion University Research Foundation.

BEM (formerly RPN Enterprises, Inc.) was incorporated in California in December 2000 with the mission of developing new bioelectric technology to detect and treat diseases. BEM has been funded by grants from the National Institutes of Health to conduct research and to develop devices to provide health benefits utilizing bioelectric technology.

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NB was organized in Delaware in May 2012 to develop nanosecond pulse technology, and became a subsidiary of BEM as part of a restructuring by its controlling stockholders effected on May 31, 2012 to separate certain rights to the nanosecond pulse technology and related intellectual property, as a result of which Old Dominion University Research Foundation (“ODURF”) became a 6% stockholder of NB. NB was 90.8% owned by BEM on November 6, 2014.

As a result of the acquisitions of TPI, BEM and NB, as well as the license agreement relating to sub-microsecond pulsed electric field technology for biomedical applications as described at Note 4, the Company owns or licenses for biomedical use a patent portfolio encompassing domestic and foreign patents and patents pending. This patent portfolio covers pulse generator and electrode design, methods of applying pulsed electric fields for disease indications and stimulation of biological effects utilizing pulsed electric fields in various medical indications, including cardiology, oncology, dermatology, neurodegenerative disease and aesthetic applications.

In connection with the acquisitions of TPI, BEM and NB, Pulse issued an aggregate of 2,026,698 shares of common stock as follows:

- 978,750 shares to TPI stockholders
- 181,558 shares to BEM stockholders
- 866,390 shares to NB stockholders

The 2,026,698 shares of common stock issued to the TPI, BEM and NB stockholders were valued at an aggregate of $5,411,284 ($2.67 per share), based on the per share cash selling price of the common stock sold in the contemporaneous private placement of common stock.

The shares of common stock issued by Pulse to acquire TPI, BEM and NB, as well as to acquire the intellectual property, were issued to a total of 32 individuals and entities (including three university research organizations), of which the largest such individual recipient (a university research organization) received approximately 19% of the common shares outstanding at the closing of the acquisition and financing transactions in November 2014.

The shares of common stock issued by Pulse in the private placement were issued to a total of 72 investors and aggregated approximately 40% of the common shares outstanding at the closing of the acquisitions and financing transaction on November 6, 2014. The shares of common stock previously acquired by MDB Capital Group, LLC and its affiliated persons represented approximately 15% of the common shares outstanding at the closing of the acquisitions and financing transactions on November 6, 2014. The remaining approximately 45% of the common shares outstanding at the closing of the acquisitions and financing transactions on November 6, 2014 were owned by the stockholders of the acquired entities and the previous owners of the intellectual property.

The acquisition agreements provided for 937,383 of the shares of common stock issued to be held in escrow for one to two years (937,383 shares held in year one and 749,907 shares held in year two) to secure certain representations that TPI and NB made in conjunction with their acquisition by the Company. There have been no claims against such escrow shares to date. The escrow shares have been included in issued and outstanding common shares.

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The Company accounted for the acquisitions of TPI, BEM and NB pursuant to ASC Topic 805, Business Combinations. The Company utilized the assistance of an outside valuation firm to assist it in identifying and evaluating the fair value of the assets acquired. The primary approaches to value considered were the income, market and cost approaches to value. It was ultimately determined that the relief from royalty method under the income approach to value was the most appropriate valuation methodology under the circumstances. The relief from royalty method is based on the premise that the intangible asset owners would be willing to pay a royalty rate to license the subject assets. The relief from royalty method utilizes royalty rates observed in the marketplace and is considered a hybrid of the income and market approaches to value. The utilization of the relief from royalty method involved the estimation of an appropriate royalty rate for the acquired technology, the estimation of a required rate of return appropriate for discounting the projected cash flows to present value, the development of a weighted average cost of capital for the Company, and the development of a weighted average return on the Company's assets. This method involves forecasting revenue over the life of the asset, applying a royalty rate and a tax rate, and then discounting the savings back to present value at an appropriate discount rate.

The Company employed the assumptions utilized in the relief from royalty method to determine the appropriate amortization period of the acquired assets. Based on the projected life of the acquired technology and the related revenue stream, the Company determined an appropriate amortization life of 12 years.

Based on the history and state of development of the acquired companies, including an analysis of the status of their respective research and development programs and intellectual property at the time of the transaction, the Company determined the identifiable intangible assets acquired in the transaction. The table presented below summarizes the fair value of the assets acquired and liabilities assumed by the Company at the closing of the acquisitions on November 6, 2014.

Fair value of assets acquired:	
Cash	$ 1,480
Prepayment and other current assets	43,985
Equipment	150,000
Technology – intangible assets	4,200,000
Goodwill	2,791,157
	7,186,622
Less: Deferred tax liability	1,680,000
Total assets acquired	$ 5,506,622
Consideration transferred by the Company:	
Fair value of common shares issued	$ 5,411,284
Liabilities assumed	95,338
Total consideration paid	$ 5,506,622

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Pro forma unaudited information is presented below with respect to the consolidated results of operations for the periods ended December 31, 2014 and September 30, 2014, as if the acquisitions had occurred on the first day of each such period. The pro forma results of operations include the historical results of operations of Pulse for the period from May 19, 2014 (inception) to each period end, and the historical results of operations of TPI, BEM and NB from January 1, 2014 to each period end. Acquisition-related costs incurred by Pulse for the period from May 19, 2014 (inception) through December 31, 2014 of approximately $120,000 are not included in the pro forma net loss shown below. The pro forma results of operations are not necessarily indicative of the financial results that might have occurred had the merger transaction actually taken place on such date, or of future results of operations. Pro forma information is summarized as follows:

	Periods Ended	
	December 31, 2014	September 30, 2014
Revenues	$ —	$ —
Net loss	$(1,020,901)	$ (512,107)
Net loss per common share – basic and diluted	$ (0.13)	$ (0.07)
Weighted average number of common shares outstanding – basic and diluted	7,565,451	7,565,451

4. Acquisition of Intellectual Property

In addition to the acquisition of TPI, BEM and NB as described at Note 3, on November 6, 2014, Pulse also licensed related intellectual property relating to NPES for biomedical applications from Old Dominion University Research Foundation (“ODURF”) and Eastern Virginia Medical School (“EVMS”).

In connection with the license of the intellectual property rights, Pulse issued an aggregate of 1,417,500 shares of common stock as follows:

- 1,134,000 shares to ODURF
- 283,500 shares to EVMS

The shares of common stock were valued at an aggregate value of $3,784,725 ($2.67 per share), based on the per share selling price of the common stock sold in the contemporaneous private placement of common stock. The Company accounted for the issuance of the shares of common stock to ODURF and EVMS as the acquisition of a license to utilize certain technology, and recorded the acquisition of such rights as an asset. The Company measured the value of such rights based on the aggregate fair value of the shares issued.

The Company’s license agreement with ODURF and EVMS provides for certain mandatory performance milestones that the Company is required to meet, including certain milestones that have already been met. If the milestones are not met, and are subsequently not cured within a 30-day period following written notice by the licensor to the licensee, the licensor has the right to terminate the license agreement or, alternatively, to modify certain terms of the license agreement.

As provided for in the license agreement, on November 6, 2014, the Company entered into a Sponsored Research Agreement with Old Dominion University’s Frank Reidy Research Center for Bioelectrics, a leading

research organization in the field, which includes certain intellectual property rights arising from the research, as described at Note 8.

5. Equipment

Equipment consisted of the following at December 31, 2014 and September 30, 2015 (unaudited):

	December 31, 2014	September 30, 2015 (Unaudited)
Laboratory equipment	$ 195,119	$ 248,886
Furniture, fixtures and equipment	1,076	20,346
	196,195	269,232
Less: Accumulated depreciation	(5,770)	(36,941)
	$ 190,425	$ 232,291

Depreciation expense for the period from May 19, 2014 (inception) to December 31, 2014 was $5,770. Depreciation expense for the period from May 19, 2014 (inception) to September 30, 2014 (unaudited) and for the nine months ended September 30, 2015 (unaudited) was $0 and $31,171, respectively.

6. Intangible Assets

Intangible assets consisted of the following at December 31, 2014 and September 30, 2015 (unaudited):

	December 31, 2014	September 30, 2015 (Unaudited)
Acquired technology	$ 4,200,000	$ 4,200,000
License	3,784,725	3,784,725
	7,984,725	7,984,725
Less: Accumulated amortization	(110,900)	(609,945)
	$ 7,873,825	$ 7,374,780

A schedule of the amortization of intangible assets for the five years ending December 31, 2015 through 2019 and thereafter is as follows:

Year ending December 31,:	
2015	$ 166,349
2016	665,394
2017	665,394
2018	665,394
2019	665,394
Thereafter	4,546,855
	$ 7,374,780

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7. Stockholders' Equity

Preferred Stock

The Company has authorized a total of 5,000,000 shares of preferred stock, par value $0.001 per share, none of which were outstanding at September 30, 2015 (unaudited) and December 31, 2014. The Company's Board of Directors has the authority to issue preferred stock and to determine the rights, preferences, privileges, and restrictions, including voting rights, without any further vote or action by the Company's stockholders.

Common Stock

The Company has authorized a total of 45,000,000 shares of common stock, par value $0.001 per share, of which 7,565,451 shares were issued and outstanding at September 30, 2015 (unaudited) and December 31, 2014.

In conjunction with the incorporation of the Company, 1,125,000 shares of common stock were issued to its founding stockholders, which consisted of MDB Capital Group, LLC and its affiliated persons, for cash consideration of $7,875.

On November 6, 2014, the Company sold 2,996,253 shares of common stock in a private placement to accredited investors for $2.67 per share, resulting in gross cash proceeds of $7,999,998. Direct costs of the private placement consisted of a 10% placement agent fee to the placement agent, MDB Capital Group, LLC and its designees, of $799,998 and related legal fees and reimbursable expenses of $53,853. In conjunction with this private placement, the Company issued warrants to the placement agent and its designees for a consideration of $1,000, as described below. The placement agent warrants had a fair value of $622,377, calculated pursuant to the Black-Scholes option-pricing model, as described below. Issuance costs of the private placement, net of the consideration received from the placement agent of $1,000, aggregated $852,851 and were charged directly to additional paid-in capital.

On November 6, 2014, the Company also issued an aggregate of 3,444,198 shares of common stock valued at $9,196,009 to acquire businesses and intellectual property license rights, as described at Notes 3 and 4.

Common Stock Warrants

In conjunction with the private placement of common stock on November 6, 2014 at $2.67 per share, the Company issued warrants to the placement agent to purchase 299,625 shares of common stock, exercisable for seven years at $2.67 per share, for a consideration of $1,000. The placement agent warrants have standard anti-dilution protections and cashless exercise rights. The placement agent warrants have piggy-back registration rights commencing on the date that the Company becomes a reporting company under the Securities Exchange Act of 1934, as amended, and for a period of seven years thereafter, and a one-time demand registration right commencing six months after the date that the Company becomes a reporting company under the Securities Exchange Act of 1934, as amended, and for a period of 54 months thereafter.

The placement agent warrants were valued pursuant to the Black-Scholes option-pricing model at $622,377, based on the following inputs: risk-free interest rate – 2.09%; expected dividend yield – 0%; expected volatility – 89%; expected life – 7 years; fair market value of common stock – $2.67 per share. The expected volatility was determined by reference to the volatility factors of several comparable development stage medical device public companies. These warrants were considered a cost of the private placement offering.

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A summary of warrant activity for the period from May 19, 2014 (inception) through December 31, 2014 and for the nine months ended September 30, 2015 (unaudited) is presented below.

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in Years)
Warrants outstanding at May 19, 2014 (inception)	—	$	
Issued	299,625	2.67	
Exercised	—		
Expired/terminated	—		
Warrants outstanding at December 31, 2014	299,625	$ 2.67	6.85
Issued	—		
Exercised	—		
Expired/terminated	—		
Warrants outstanding at September 30, 2015 (unaudited)	299,625	$ 2.67	6.11
Warrants exercisable at December 31, 2014	299,625	$ 2.67	6.85
Warrants exercisable at September 30, 2015 (unaudited)	299,625	$ 2.67	6.11

The exercise prices of common stock warrants outstanding and exercisable are as follows at December 31, 2014 and September 30, 2015 (unaudited):

Exercise Price	Warrants Outstanding (Shares)	Warrants Exercisable (Shares)	Expiration Date
$2.67	299,625	299,625	November 6, 2021

Based on the $4.00 per share price of the Company's planned IPO, the intrinsic value of exercisable in-the-money stock warrants at September 30, 2015 was approximately $399,000.

Stock Options

On August 19, 2015, the Company adopted the 2015 Stock Incentive Plan (the "2015 Plan") and reserved 1,134,818 shares of common stock for issuance under the 2015 Plan, including stock options and restricted or performance stock awards. The 2015 Plan is administered by a committee consisting of the members of the Company's Board of Directors. Eligible participants in the 2015 Plan include the Company's employees, officers and directors, and any person who has a business relationship with the Company. Options issued under the 2015 Plan may have a term of up to ten years and may have variable vesting provisions.

The Company did not grant any stock options during the period from May 19, 2014 (inception) through December 31, 2014. During the nine months ended September 30, 2015 (unaudited), other than the stock option granted in September 2015 to the Company's newly-appointed President and Chief Executive Officer as described below, all of the stock options granted to directors were at an exercise price of $2.67 per share, which was the same price as the common shares sold in the November 2014 private placement.

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Effective as of February 1, 2015, the Company granted non-qualified, non-plan stock options to each of five directors to purchase 75,655 shares of common stock (an aggregate of 378,275 shares of common stock), exercisable at $2.67 per share for a period of five years from the grant date. The stock options vest in twelve quarterly installments commencing on May 1, 2015.

Effective as of June 1, 2015, the Company granted a non-qualified, non-plan stock option to a director to purchase 75,655 shares of common stock, exercisable at $2.67 per share for a period of five years from the grant date. The stock option vests in twelve quarterly installments commencing on June 1, 2015.

Effective as of June 16, 2015, the Company granted a non-qualified, non-plan stock option to a director to purchase 75,655 shares of common stock, exercisable at $2.67 per share for a period of five years from the grant date. The stock option vests in twelve quarterly installments commencing on June 16, 2015.

The Company entered into an employment agreement with its President and Chief Executive Officer (the “Executive”) effective September 8, 2015, which provides for the grant of a stock option to the Executive under the 2015 Plan to acquire 3% of the Company’s fully diluted shares of common stock outstanding as of the date of the start of employment. The stock option to acquire 281,534 shares of common stock was granted effective as of September 8, 2015 and will be exercisable at a price per common share equivalent to the price of a share of common stock to be sold in the Company’s proposed IPO; provided however, if there is no IPO before the first vesting date, then the exercise price of the stock option will be $4.00 per share. The stock option will vest 25% on the first anniversary of the grant date, and thereafter the remaining 75% will vest in equal amounts on a quarterly basis over the three-year period starting on the first anniversary of the grant date, and will be exercisable for a period of ten years from the grant date. Upon consummation of the proposed IPO, the Company has agreed to issue to the Executive an additional stock option exercisable at the IPO per share price to compensate for the additional shares of common stock to be sold in the IPO, such that the stock option granted to the Executive shall represent 3% of the Company’s fully diluted shares of common stock outstanding, after taking into account the shares issued in the IPO.

Stock options representing the right to acquire 151,310 shares of common stock were terminated during May and June 2015 upon the resignation of two directors.

For stock options granted during the nine months ended September 30, 2015 (unaudited), the fair value of each option award was estimated using the Black-Scholes option-pricing model utilizing the following assumptions:

Fair market value of common stock (determined by reference to the per share price of the Company’s planned IPO)	$ 4.00
Risk-free interest rate	0.88% – 1.77%
Expected dividend yield	0%
Expected volatility	89%
Expected life	3.5 – 6.25 years

The fair value of the stock options granted during the nine months ended September 30, 2015 (unaudited), calculated pursuant to the Black-Scholes option-pricing model, was determined to be $2,284,379, which will be recognized as a charge to operations over the respective vesting periods, subject to adjustment for the effect of expired/terminated stock options.

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A summary of stock option activity for the period from May 19, 2014 (inception) through December 31, 2014 and for the nine months ended September 30, 2015 (unaudited) is presented below.

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in Years)
Stock options outstanding at May 19, 2014 (inception)	—	$	
Issued	—		
Exercised	—		
Expired/terminated	—		
Stock options outstanding at December 31, 2014	—		
Issued	811,119	$ 3.13	
Exercised	—		
Expired/terminated	(151,310)	$ 2.67	
Stock options outstanding at September 30, 2015 (unaudited)	659,809	$ 3.24	6.81
Stock options exercisable at December 31, 2014	—		
Stock options exercisable at September 30, 2015 (unaudited)	63,045	$ 2.67	4.48

The exercise prices of stock options outstanding and exercisable are as follows at September 30, 2015 (unaudited):

Exercise Price	Stock Options Outstanding (Shares)	Stock Options Exercisable (Shares)	Expiration Date
$2.67	226,965	37,827	January 31, 2020
$2.67	75,655	12,609	May 31, 2020
$2.67	75,655	12,609	June 15, 2020
$4.00	281,534	—	September 7, 2025
	659,809	63,045	

Based on the $4.00 per share price of the Company’s planned IPO, the intrinsic value of exercisable in-the-money stock options at September 30, 2015 was approximately $84,000.

For the nine months ended September 30, 2015 (unaudited), general and administrative costs included stock-based compensation costs of $266,419.

At September 30, 2015 (unaudited), there was $1,606,654 of unrecognized compensation cost related to unvested stock-based compensation arrangements, which is expected to be recognized over a weighted average period of 3.11 years.

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8. Research Grants and Agreements

Research Grants

The Company's subsidiary, BEM, which was acquired by Pulse on November 6, 2014, has been developing new bioelectric technology to detect and treat diseases since its founding in 2003. BEM has been funded by grants from the National Cancer Institute of the National Institutes of Health (the "NIH"), including grants from the NIH Small Business Innovation Research ("SBIR") Program, to conduct research and develop devices that will provide health benefits utilizing bioelectric technology.

BEM received a research grant under the SBIR Program on August 8, 2013 for $1,141,554 for a project entitled "EndoPulse System for Endoscopic Ultrasound-Guided Therapy of Pancreatic Carcinoma". The research project was scheduled to be completed on August 31, 2014, but was extended to August 31, 2015. The Company completed the project during the nine months ended September 30, 2015 and expects to file the project reports by December 31, 2015. During the period from May 19, 2014 (inception) through December 31, 2014, the Company received research grant funding of $178,364. During the nine months ended September 30, 2015 (unaudited) and the period from May 19, 2014 (inception) through September 30, 2014 (unaudited), the Company received research grant funding of $339,906 and $0, respectively. The balance of available funds under the research grant was $0 at September 30, 2015 (unaudited) and $339,906 at December 31, 2014. At December 31, 2014, deferred research grant revenue was $39,488.

Sponsored Research Agreement

As provided for in the Company's license agreement with ODURF and EVMS, both of which are stockholders of the Company (see Note 4), on November 6, 2014, the Company entered into a Sponsored Research Agreement with ODURF, pursuant to which the Company will sponsor the research activities performed by ODURF's Frank Reidy Center. ODURF will be compensated by the Company for its conduct of each study in accordance with the budget and payment terms set forth in the applicable task order, provided that on a cumulative basis all the studies shall provide for a minimum of $1,000,000 in total payments from the Company to ODURF for each twelve-month period (or pro rata portion thereof for a period of less than twelve months immediately preceding the first sale of stock by the Company in an IPO). Each payment from the Company to ODURF shall be made within thirty days of receipt by the Company of a payment request from ODURF certifying, to the Company's reasonable satisfaction, that ODURF has met its obligations pursuant to the specified task order and statement of work. The principal investigator may transfer funds with the budget as needed without the Company's approval so long as the obligations of ODURF under the task order and statement of work remain unchanged and unimpaired.

In March 2015, the Company's Board of Directors approved a budget of $1,200,000 for the research activities to be performed by ODURF under the Sponsored Research Agreement, with an initial payment of $300,000 in March 2015 and eleven subsequent monthly payments of $81,818 through February 2016. During the nine months ended September 30, 2015 (unaudited), the Company incurred $790,909 of costs pursuant to various task orders, and is scheduled to incur an additional $409,091 of costs at September 30, 2015, consisting of $245,455 of costs during the three months ending December 31, 2015 and $163,636 of costs during the three months ending March 31, 2016.

9. Income Taxes

The income tax provision for the period from May 19, 2014 (inception) through December 31, 2014 and for the nine months ended September 30, 2015 (unaudited) is a benefit of $23,334 and $105,000, respectively, due to the reduction of long-term deferred taxes on the amortization of certain acquired technology assets for book

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purposes, which are considered temporary differences under purchase accounting even though they will not be deductible for tax purposes. The Company did not have any income tax provision or benefit for the period from May 19, 2014 (inception) through September 30, 2014.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax liability at December 31, 2014 and September 30, 2015 (unaudited) are summarized below. The Company did not have any deferred tax liability at September 30, 2014.

	December 31, 2014	September 30, 2015 (Unaudited)
Technology	$ (1,656,666)	$ (1,551,666)
Revenue and expense temporary differences	20,000	120,000
Net operating loss carryforwards	27,000	961,000
Total deferred tax liability	(1,609,666)	(470,666)
Valuation allowance	(47,000)	(1,081,000)
Net deferred tax liability	$ (1,656,666)	$ (1,551,666)

In assessing the potential realization of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the Company attaining future taxable income during the periods in which those temporary differences become deductible. At December 31, 2014 and September 30, 2015, management was unable to determine that it was more likely than not that the Company's deferred tax assets will be realized, and has therefore recorded an appropriate valuation allowance against deferred tax assets at such date.

No federal tax provision has been provided for the period from May 19, 2014 (inception) through December 31, 2014 due to the losses incurred during such period. The Company's effective tax rate is different from the federal statutory tax rate of 35% due primarily to net losses that receive no tax benefit as a result of a valuation allowance recorded for such losses.

Present below is the reconciliation of the difference between the tax rate computed by applying the U.S. federal statutory tax rate and the effective tax rate for the period from May 19, 2014 (inception) through December 31, 2014, and for the period from May 19, 2014 (inception) through September 30, 2014 (unaudited) and the nine months ended September 30, 2015 (unaudited).

	Period from May 19, 2014 (Inception through December 31, 2014	Period from May 19, 2014 (Inception) through September 30, 2014 (Unaudited)	Nine Months Ended September 30, 2015 (Unaudited)
U.S. federal statutory tax rate	(35)%	(35)%	(35)%
Valuation allowance	16%	35%	37%
Permanent differences	15%	— %	— %
State tax benefit and other	(4)%	— %	(6)%
Effective tax rate	(8)%	— %	(4)%

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At December 31, 2014, the Company had federal and California state net operating loss carryforwards of approximately $67,000. At September 30, 2015, the Company had federal and California state net operating loss carryforwards of approximately $2,402,000. The federal and state net operating loss carryforwards will expire at various dates in 2034 and 2035.

The Company purchased three companies during 2014, two of which had federal and state net operating loss carryforwards for tax purposes totaling approximately $2,047,000 that expire at various dates from 2032 through 2034, and $2,068,000 that expire at various dates from 2028 through 2034, respectively. These net operating loss carryforward amounts have full valuation allowances against them due to the remoteness of their expected utilization. While the Company has not performed a formal analysis of the availability of these operating loss carryforwards at September 30, 2015 under Internal Revenue Code Sections 382 and 383, management expects that the Company's ability to use its net operating loss carryforwards may be limited in future periods.

10. Related Party Transactions

MDB Capital Group, LLC provided investment banking services to the Company during the period from May 19, 2014 (inception) to December 31, 2014 (Note 7). For those services, MDB Capital Group, LLC received cash placement agent fees of $799,998 and the Company issued warrants to purchase 299,625 shares of common stock for a consideration of $1,000, exercisable for seven years at $2.67 per share, to MDB Capital Group, LLC and its designees.

During the nine months ended September 30, 2015 (unaudited), the Company paid MDB Capital Group, LLC $49,000 for services rendered with respect to executive search activities related to the hiring of the Company's Chief Executive Officer and the appointment of one director, and $8,230 for patent related services.

Gary Schuman, the Chief Financial Officer of MDB Capital Group, LLC, was also the acting Chief Financial Officer of the Company and has been compensated at a monthly rate of $4,000 since November 1, 2014, reflecting an aggregate charge to operations of $36,000 and $8,000 for the nine months ended September 30, 2015 (unaudited) and the period from May 19, 2014 (inception) through December 31, 2014, respectively.

During the nine months ended September 30, 2015 (unaudited), the Company incurred cash board fees to five members of its Board of Directors aggregating $91,667, of which $31,250 was included in accounts payable at September 30, 2015.

During the nine months ended September 30, 2015 (unaudited), the Company recorded an obligation to MDB Capital Group, LLC of $6,548 for accrued expenses related to the Company's planned IPO, which were recorded as prepaid offering costs.

During the period from May 19, 2014 (inception) through December 31, 2014, the Company's corporate offices were located in Santa Monica, California, and were being provided without charge on a month-to-month basis by MDB Capital Group, LLC. Such costs were not material to the consolidated financial statements and, accordingly, have not been reflected therein.

As required by the license agreement with ODURF and EVMS as described at Note 4, the Company paid $26,596 and $118,954 of patent costs incurred through ODURF and EVMS, respectively, during the nine months ended September 30, 2015 (unaudited), which are included as part of the Company's patent costs.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH DECEMBER 31, 2014,
AND THE NINE MONTHS ENDED SEPTEMBER 30, 2015 AND
THE PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH SEPTEMBER 30, 2014 (UNAUDITED)

Information with respect to payments under the Company's Sponsored Research Agreement with ODURF is described at Note 8.

11. Commitments and Contingencies

Registration Statement Filing Obligations

In conjunction with the sale of common stock on November 6, 2014 as described at Note 7, the Company granted the investors piggy-back registration rights, which includes a requirement to file a follow-up registration statement under certain circumstances, and a one-time demand registration right with respect to the common stock commencing 180 days after the Company becomes a reporting company under the Securities Exchange Act of 1934, as amended, and for a period of five years thereafter. The transaction documents do not provide for any financial penalties in the event that the Company fails to comply with the registration statement filing requirements.

In conjunction with the private placement of common stock on November 6, 2014, the Company sold warrants to purchase 299,625 shares of common stock. The placement agent warrants have piggy-back registration rights commencing on the date that the Company becomes a reporting company under the Securities Exchange Act of 1934, as amended, and for a period of seven years thereafter, and a one-time demand registration right commencing six months after the date that the Company becomes a reporting company under the Securities Exchange Act of 1934, as amended, and for a period of 54 months thereafter. The transaction documents do not provide for any financial penalties in the event that the Company fails to comply with the registration statement filing requirements.

Operating Lease

The Company leases its corporate offices and research facilities in Burlingame, California, under a renewable one-year operating lease expiring September 30, 2016 at a monthly cost ranging from approximately $9,500 to $15,700. During the period from May 19, 2014 (inception) through December 31, 2014, rent expense, including common area maintenance charges, was $19,030. During the nine months ended September 30, 2015 (unaudited) and the period from May 19, 2014 (inception) through September 30, 2014 (unaudited), rent expense, including common area maintenance charges, was $105,497 and $0, respectively, which have been included in research and development costs in the statement of operations.

Engagement Agreement with MDB Capital Group, LLC

Effective September 30, 2014, the Company entered into an agreement with MDB Capital Group, LLC to engage such firm as its exclusive financial advisor and placement agent in connection with one or more offerings of the Company's securities. As consideration for the services to be provided under the agreement, MDB Capital Group, LLC is entitled to a cash fee equal to 10% of the gross proceeds raised in a financing, and warrants up to 10% of the aggregate securities sold in an offering, exercisable for seven years at 100% of the offering price per share in a private offering and at not less than 120% of the offering price per share in a public offering, each for a consideration of $1,000. The agreement provides for the reimbursement of legal expenses incurred by MDB Capital Group, LLC in conjunction with a securities offering.

PULSE BIOSCIENCES, INC. (FORMERLY ELECTROBLATE, INC.) AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH DECEMBER 31, 2014,
AND THE NINE MONTHS ENDED SEPTEMBER 30, 2015 AND
THE PERIOD FROM MAY 19, 2014 (INCEPTION) THROUGH SEPTEMBER 30, 2014 (UNAUDITED)

12. Employee Benefit Plans

The Company, through its subsidiary, BEM, which was acquired by Pulse on November 6, 2014, maintains a 401(k) plan. The Company did not make any employer matching contributions to this plan during the period from May 19, 2014 (inception) through December 31, 2014, or during the nine months ended September 30, 2015 (unaudited) or the period from May 19, 2014 (inception) through September 30, 2014 (unaudited).

BIOELECTROMED CORP. AND SUBSIDIARY

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CONSOLIDATED FINANCIAL STATEMENTS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
of BioElectroMed Corp. and Subsidiary

We have audited the accompanying consolidated balance sheets of BioElectroMed Corp. and Subsidiary (the "Company") as of December 31, 2013 and 2012, and the related consolidated statements of comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2013. The Company's management is responsible for these consolidated financial statements. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of their internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2013 and 2012, and the results of their operations and their cash flows for each of the years in the two-year period ended December 31, 2013 in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 1 to the consolidated financial statements, the Company is subject to the risks and uncertainties associated with a new business and has incurred losses from operations since inception. For the past few years, the Company has not generated any operating revenues, and has depended on funding from government research grants, both before and after its acquisition by another company in November 2014 for the working capital necessary to fund its research and development activities. A significant reduction in the level of this support, if this were to occur, would have a material adverse effect on the Company's research and development activities. These conditions raise substantial doubt about the Company's ability to continue as a going concern. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Gumbiner Savett Inc.

December 21, 2015
Santa Monica, California

BIOELECTROMED CORP. AND SUBSIDIARY
Consolidated Balance Sheets

	December 31, 2013	December 31, 2012	September 30, 2014 (Unaudited)
Assets			
Current assets:			
Cash and cash equivalents	$ 42,859	$ 59,359	$ 76,264
Marketable securities	41,110	20,926	—
Receivables	4,825	5,200	1,850
Total current assets	88,794	85,485	78,114
Equipment, net	49,235	69,489	32,935
Deposits	9,781	9,781	9,781
Total assets	$ 147,810	$ 164,755	$ 120,830
Liabilities and Stockholder's Equity (Deficiency)			
Current liabilities:			
Accounts payable and accrued expenses	$ 21,434	$ 25,397	$ 31,029
Accrued payroll	75,331	87,405	67,680
Deferred grant revenue	—	—	46,071
Total current liabilities	96,765	112,802	144,780
Stockholders' equity (deficiency):			
BioElectroMed Corp. stockholders' equity:			
Common stock, no par value; authorized – 10,000,000 shares; issued and outstanding – 2,000,000 shares	233,108	233,108	233,108
Additional paid-in capital	3,917	75	22,381
Accumulated deficit	(194,544)	(175,162)	(267,976)
Accumulated other comprehensive income (loss)	12,179	(3,866)	—
Total BioElectroMed Corp. stockholders' equity	54,660	54,155	(12,487)
Non-controlling interests	(3,615)	(2,202)	(11,463)
Total stockholders' equity (deficiency)	51,045	51,953	(23,950)
Total liabilities and stockholders' equity (deficiency)	$ 147,810	$ 164,755	$ 120,830

See accompanying notes to consolidated financial statements.

BIOELECTROMED CORP. AND SUBSIDIARY
Consolidated Statements of Comprehensive Income (Loss)

	Years Ended December 31,		Nine Months Ended September 30,	
	2013	2012	2014 (Unaudited)	2013 (Unaudited)
Revenue	$ —	$ —	$ —	$ —
Operating expenses:				
General and administrative	24,566	33,276	51,680	19,973
Research and development, net of grant revenue	3,325	—	39,204	1,975
Total operating expenses	27,891	33,276	90,884	21,948
Loss from operations	(27,891)	(33,276)	(90,884)	(21,948)
Other income	7,139	41,375	8,880	17,269
Net income (loss)	(20,752)	8,099	(82,004)	(4,679)
Net loss attributable to non-controlling interests	1,719	2,253	8,572	1,481
Net income (loss) attributable to BioElectroMed Corp. stockholders	(19,033)	10,352	(73,432)	(3,198)
Net income (loss) per share attributable to BioElectroMed Corp. stockholders – basic and diluted	$ (0.01)	$ 0.01	$ (0.04)	$ (0.00)
Weighted average number of common shares outstanding basic and diluted	2,000,000	2,000,000	2,000,000	2,000,000
Other comprehensive income:				
Unrealized gain/loss on marketable securities:	16,045	2,408	—	8,328
Total other comprehensive income attributable to BioElectroMed Corp. stockholders	16,045	2,408	—	8,328
Comprehensive income (loss)	(20,752)	8,099	(82,004)	(4,679)
Comprehensive loss attributable to the non-controlling interests	1,719	2,253	8,572	1,481
Comprehensive income (loss) attributable to BioElectroMed Corp. stockholders	$ (19,033)	$ 10,352	$ (73,432)	$ (3,198)

See accompanying notes to consolidated financial statements.

BIOELECTROMED CORP. AND SUBSIDIARY
Consolidated Statement of Stockholders' Equity (Deficiency)
Years Ended December 31, 2013 and 2012, and Nine Months Ended September 30, 2014 (Unaudited)

	BioElectroMed Corp.'s Stockholders						
	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Non-Controlling Interests	Total Stockholders' Equity (Deficiency)
	Shares	Amount					
Balance, December 31, 2011	2,000,000	$233,108	$ —	$ (185,514)	$ (6,274)	$ —	$ 41,320
Stock issuance – NanoBlate	—	—	75	—	—	51	126
Comprehensive income:							
Net income	—	—	—	10,352	—	(2,253)	8,099
Other comprehensive income	—	—	—	—	2,408	—	2,408
Balance, December 31, 2012	2,000,000	233,108	75	(175,162)	(3,866)	(2,202)	51,953
Stock-based compensation – NanoBlate	—	—	3,842	—	—	306	4,148
Comprehensive income (loss):							
Net loss	—	—	—	(19,033)	—	(1,719)	(20,752)
Other comprehensive income	—	—	—	—	16,045	—	16,045
Dividend to stockholders	—	—	—	(349)	—	—	(349)
Balance, December 31, 2013	2,000,000	233,108	3,917	(194,544)	12,179	(3,615)	51,045
Stock issuance – NanoBlate	—	—	7,088	—	—	762	7,850
Stock-based compensation – NanoBlate	—	—	10,237	—	—	1,101	11,338
Comprehensive income (loss):							
Net loss	—	—	—	(73,432)	—	(8,572)	(82,004)
Realized other comprehensive income	—	—	—	—	(12,179)	—	(12,179)
Non-controlling interests-change in ownership	—	—	1,139	—	—	(1,139)	—
Balance, September 30, 2014 (Unaudited)	2,000,000	$233,108	$ 22,381	$ (267,976)	$ —	$ (11,463)	$ (23,950)

See accompanying notes to consolidated financial statements.

BIOELECTROMED CORP. AND SUBSIDIARY
Consolidated Statements of Cash Flows

	Years Ended December 31,		Nine Months Ended September 30,	
	2013	2012	2014 (Unaudited)	2013 (Unaudited)
Cash flows from operating activities:				
Net income (loss) attributable to BioElectroMed Corp. stockholders	$(19,033)	$ 10,352	$ (73,432)	$ (3,198)
Less: net loss attributable to non-controlling interests	(1,719)	(2,253)	(8,572)	(1,481)
Net income (loss)	$(20,752)	$ 8,099	$ (82,004)	$ (4,679)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation	34,306	38,734	18,115	26,651
Stock-based compensation – NanoBlate	4,148	—	11,338	4,148
(Gain) loss on sale of marketable securities	449	(6,896)	(8,881)	449
Reclassification adjustment from accumulated other comprehensive income	(269)	756	12,179	(269)
Changes in operating assets and liabilities:				
(Increase) decrease in –				
Receivables	375	(5,200)	4,825	375
Prepaid expenses	—	9,175	—	—
Increase (decrease) in –				
Accounts payable and accrued expenses	(3,963)	11,723	9,595	(8,243)
Accrued payroll	(12,074)	(8,340)	(7,651)	(11,610)
Deferred grant revenue	—	—	46,071	108,653
Net cash provided by operating activities	2,220	48,051	3,587	115,475
Cash flows from investing activities:				
Changes in available-for-sale securities:				
Proceeds from sale of securities	34,194	16,266	39,604	25,682
Purchase of securities	(38,513)	(16,163)	(13,971)	(31,442)
Purchase of equipment	(14,052)	(6,866)	(1,815)	(14,052)
Net cash provided by (used in) investing activities	(18,371)	(6,763)	23,818	(19,812)
Cash flows from financing activities:				
Dividend to stockholders	(349)	—	—	—
Sales of shares – NanoBlate	—	126	6,000	—
Net cash provided by (used in) financing activities	(349)	126	6,000	—
Cash and cash equivalents:				
Net increase (decrease)	(16,500)	41,414	33,405	95,663
Balance at beginning of period	59,359	17,945	42,859	59,359
Balance at end of period	$ 42,859	$ 59,359	$ 76,264	$ 155,022

See accompanying notes to consolidated financial statements.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

1. Organization and Business Operations

Business and Basis of Presentation

BioElectroMed Corp. ("BEM") was incorporated in California in December 2000, originally under the name RPN Enterprises, Inc. BEM, including its majority-owned subsidiary, NanoBlate Corp. ("NB"), a Delaware corporation incorporated in May 2012, is a development stage medical device company focused on developing novel medical technologies based on sub-microsecond pulsed electric field technology to detect and treat skin cancer and enhance wound healing. BEM and NB are collectively referred to herein as the "Company".

NB became a subsidiary of BEM as part of a restructuring by its controlling stockholders effected on May 31, 2012 to separate certain rights to the nanosecond pulse technology and related intellectual property, as a result of which Old Dominion University Research Foundation ("ODURF") became a 6% stockholder of NB.

Going Concern

The Company has never generated any operating revenues, and has depended on funding from government research grants prior to its acquisition by Pulse Biosciences, Inc. in November 2014 (see Note 12), for the working capital necessary to fund its research and development activities. A significant reduction in the level of this support, if this were to occur, would have a material adverse effect on the Company's research and development activities.

The Company has incurred a net loss attributable to BEM's common stockholders of $19,033 and nominal operating cash flows for the year ended December 31, 2013, and a net loss attributable to BEM's common stockholders of $73,432 and nominal operating cash flows for the nine months ended September 30, 2014. The Company's business plan indicated that it would continue to incur losses and nominal operating cash flows for at least the next few years. The Company needed to obtain additional capital to fund its research and development activities going forward. On November 6, 2014, BEM and NB were acquired by Pulse Biosciences, Inc. (see Note 12).

The Company's independent registered public accounting firm, in its report on the Company's 2013 and 2012 consolidated financial statements, has raised substantial doubt about the Company's ability to continue as a going concern.

Interim Consolidated Financial Statements (Unaudited)

The condensed consolidated financial statements of the Company at September 30, 2014 and 2013, and for the nine months ended September 30, 2014 and 2013, are unaudited. In the opinion of management, all adjustments (including normal recurring adjustments) have been made that are necessary to present fairly the consolidated financial position of the Company as of September 30, 2014 and 2013, the results of its consolidated comprehensive income (loss) for the nine months ended September 30, 2014 and 2013, and its consolidated cash flows for the nine months ended September 30, 2014 and 2013. Consolidated operating results for the interim periods presented are not necessarily indicative of the results to be expected for a full fiscal year.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying consolidated financial statements are prepared in accordance with United States generally accepted accounting principles ("GAAP") and include the financial statements of BEM and NB, the Company's 92.6% owned subsidiary at December 31, 2013 and 2012, and 90.3% owned subsidiary at September 30, 2014 (unaudited). Intercompany balances and transactions have been eliminated in consolidation.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

Cash Equivalents

The Company considers all highly liquid short-term investments with maturities of less than three months when acquired to be cash equivalents.

Cash Concentrations

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash. The Company limits its exposure to credit risk by depositing its cash with financial institutions with high credit ratings. The Company has not experienced a loss in such accounts to date.

Marketable Securities

The Company's securities are classified as available-for-sale and, as such, are carried at fair value. Securities classified as available-for-sale may be sold in response to changes in interest rates, liquidity needs, and for other purposes.

Each investment in marketable securities at December 31, 2013 and 2012 represented less than 20% of the outstanding common stock of the investee, and each security is nationally quoted on the OTC Bulletin Board, OTC Markets or the New York Stock Exchange.

Unrealized holding gains and losses for available-for-sale securities are excluded from earnings and reported as a separate component of stockholder's equity. Realized gains and losses for securities classified as available-for-sale are reported in earnings based upon the adjusted cost of the specific security sold.

Fair Value of Financial Instruments

The authoritative guidance with respect to fair value established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, and requires that assets and liabilities carried at fair value be classified and disclosed in one of three categories, as presented below. Disclosure as to transfers into and out of Levels 1 and 2, and activity in Level 3 fair value measurements, is also required.

Level 1. Observable inputs such as quoted prices in active markets for an identical asset or liability that the Company has the ability to access as of the measurement date. Financial assets and liabilities utilizing Level 1 inputs include active-exchange traded securities and exchange-based derivatives.

Level 2. Inputs, other than quoted prices included within Level 1, which are directly observable for the asset or liability or indirectly observable through corroboration with observable market data. Financial assets and liabilities utilizing Level 2 inputs include fixed income securities, non-exchange based derivatives, mutual funds, and fair-value hedges.

Level 3. Unobservable inputs in which there is little or no market data for the asset or liability which requires the reporting entity to develop its own assumptions. Financial assets and liabilities utilizing Level 3 inputs include infrequently-traded, non-exchange-based derivatives and commingled investment funds, and are measured using present value pricing models.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

The Company determines the level in the fair value hierarchy within which each fair value measurement falls in its entirety, based on the lowest level input that is significant to the fair value measurement in its entirety. In determining the appropriate levels, the Company performs an analysis of the assets and liabilities at each reporting period end.

The Company believes that the carrying amount of its other financial instruments (consisting of cash, grant receivable, accounts payable and accrued expenses, accrued payroll and deferred grant revenue) approximates fair value due to the short-term nature of such instruments.

Stock-Based Compensation

The Company's subsidiary, NB, has issued stock options to employees and consultants for services rendered. Such issuances vest and expire according to terms established at the issuance date.

Stock-based payments to employees, including grants of employee stock options, are recognized in the financial statements based on their fair values. Stock option grants, which are generally time vested, are measured at the grant date fair value and charged to operations on a straight-line basis over the vesting period. The fair value of stock options is determined utilizing the Black-Scholes option-pricing model, which is affected by several variables, including the risk-free interest rate, the expected dividend yield, the life of the equity award, the exercise price of the stock option as compared to the fair market value of the common stock on the grant date, and the estimated volatility of the common stock over the term of the equity award.

The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Estimated volatility is based on the average historical volatilities of comparable public companies in a similar industry. The expected dividend yield is based on the current yield at the grant date; the Company has never declared or paid dividends and has no plans to do so for the foreseeable future. The fair value of common stock was determined by the Company's Board of Directors.

Stock options issued to non-employees as compensation for services provided to the Company are accounted for based upon the estimated fair value of the stock option. Management utilizes the Black-Scholes option-pricing model to determine the fair value of the stock options issued by the Company. The Company recognizes this expense over the period in which the services are provided.

Equipment

Equipment is recorded at cost and depreciated on a straight-line basis over its estimated useful life, ranging from three to seven years.

Long-Lived Assets

The Company reviews long-lived assets for impairment at each fiscal year end or when events or changes in circumstances indicate the carrying value of these assets may exceed their current fair values. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds the fair value of the assets. Assets to be disposed of are separately presented in the consolidated balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

are no longer depreciated The Company has not recorded any material impairment to its long-lived assets. In the future, if events or market conditions affect the estimated fair value to the extent that a long-lived asset is impaired, the Company will adjust the carrying value of long-lived assets in the period in which the impairment occurs. The Company has not deemed any long-lived assets as impaired at December 31, 2012 and 2013, or at September 30, 2014.

Income Taxes

The Company accounts for income taxes under an asset and liability approach for financial accounting and reporting for income taxes. Accordingly, the Company recognizes deferred tax assets and liabilities for the expected impact of differences between the financial statements and the tax basis of assets and liabilities. BEM has elected S corporation status under the Internal Revenue Code and is not subject to federal income taxes. In lieu of corporate income taxes, the stockholders of S corporations are subject to federal and state income taxes on their proportionate share of the electing company's taxable income. The Company is also subject to a 1.5% income tax imposed by the California Franchise Tax Board. BEM's subsidiary, NB, is a C corporation and is subject to federal and state corporate income taxes.

The Company records a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. In the event the Company was to determine that it would be able to realize its deferred tax assets in the future in excess of its recorded amount, an adjustment to the deferred tax assets would be credited to operations in the period such determination was made. Likewise, should the Company determine that it would not be able to realize all or part of its deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to operations in the period such determination was made.

The Company is subject to U.S. federal and California income taxes. As the Company's net operating losses have yet to be utilized, previous tax years remain open to examination by Federal authorities and other jurisdictions in which the Company currently operates or has operated in the past. The Company is not currently under examination by any tax authority.

The Company accounts for uncertainties in income tax law under a comprehensive model for the financial statement recognition, measurement, presentation and disclosure of uncertain tax positions taken or expected to be taken in income tax returns as prescribed by GAAP. The tax effects of a position are recognized only if it is "more-likely-than-not" to be sustained by the taxing authority as of the reporting date. If the tax position is not considered "more-likely-than-not" to be sustained, then no benefits of the position are recognized. As of December 31, 2013 and 2012, and as of September 30, 2014, the Company had not recorded any liability for uncertain tax positions. In subsequent periods, any interest and penalties related to uncertain tax positions will be recognized as a component of income tax expense.

Research Grants

Research grants are generally funded and paid through governmental, institutional, educational or research organizations. Grants received from agencies of the federal government are subject to federal regulation as to how the Company conducts its research activities, and the Company is required to comply with the respective research agreement terms relating to those grants. Amounts received under research grants are nonrefundable, regardless of the success of the underlying research project, to the extent that such amounts are expended in accordance with the approved grant project. The Company is permitted to draw down the research grants after incurring the related expenses. Amounts received under research grants are offset against the related research and development costs in the Company's consolidated statement of operations as the costs are incurred.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

Research and Development Costs

Research and development costs consist primarily of fees paid to consultants and outside service providers and organizations (including research institutes at universities), patent fees and costs, and other expenses relating to the acquisition, design, development and testing of the Company's treatments and product candidates. Research and development costs incurred by the Company under research grants are expensed as incurred, unless the achievement of milestones, the completion of contracted work, or other information indicates that a different expensing schedule is more appropriate.

Patent Costs

Due to the significant uncertainty associated with the successful development of one or more commercially viable products based on the Company's research efforts and any related patent applications, all patent costs, including patent-related legal fees, filing fees and other costs, including internally generated costs, are expensed as incurred. During the years ended December 31, 2013 and 2012, patent costs were $23,991 and $0, respectively. During the nine months ended September 30, 2014 and 2013 (unaudited), patent costs were $41,140 and $22,151, respectively. Patent costs are included in research and development costs in the consolidated statement of operations.

Comprehensive Income (Loss)

Components of comprehensive income or loss, including net income or loss, are reported in the consolidated financial statements in the period in which they are recognized. Comprehensive income or loss is defined as the change in equity during a period from transactions and other events and circumstances from non-owner sources. Net income (loss) and other comprehensive income (loss) are reported net of any related tax effect to arrive at comprehensive income (loss). The Company's only items of comprehensive income (loss) are unrealized gains and losses on its available-for-sale portfolio of marketable securities.

Earnings per Share

The Company's computation of earnings per share ("EPS") includes basic and diluted EPS. Basic EPS is measured as the income (loss) divided by the weighted average common shares outstanding for the period. Diluted EPS is similar to basic EPS but presents the dilutive effect on a per share basis of potential common shares (e.g., stock options) as if they had been converted at the beginning of the periods presented, or issuance date, if later. Potential common shares that have an anti-dilutive effect (i.e., those that increase income per share or decrease loss per share) are excluded from the calculation of diluted EPS.

Net income (loss) per share attributable to common stockholders is computed by dividing net income (loss) attributable to common stockholders by the weighted average number of shares of common stock outstanding during the respective periods. Basic and diluted net income (loss) per share attributable to common stockholders is the same for all periods presented, as BEM did not have any dilutive securities outstanding during the periods presented.

Recent Accounting Pronouncements

Management does not believe that any recently issued, but not yet effective, authoritative guidance, if currently adopted, would have a material impact on the Company's financial statement presentation or disclosures.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

3. Marketable Securities

At December 31, 2012, the Company held four investments, the largest of which was an investment in the common shares of Bank of America, which represented approximately 47% of the portfolio. At December 31, 2013, the Company held ten investments, none of which was in excess of 19% of the portfolio, which included one holding in a foreign firm, which represented 2% of the portfolio. At September 30, 2014 (unaudited), the portfolio had been liquidated.

	Total	Level 1	Level 2	Level 3
December 31, 2013:				
Marketable securities	$41,110	$41,110	$ —	$ —
December 31, 2012:				
Marketable securities	$20,926	$20,926	$ —	$ —

The unrealized appreciation (depreciation) related to investments held at December 31, 2013 and 2012 was $12,179 and $(3,886), respectively. At September 30, 2014 (unaudited), the unrealized appreciation (depreciation) was $0. The Company had realized gains (losses) as follows:

Years Ended December 31,:	
2012	$6,896
2013	$ (449)
Nine Months Ended September 30 (unaudited),:	
2013	$ (449)
2014	$8,881

4. Equipment

Equipment consisted of the following at December 31, 2013 and 2012, and at September 30, 2014 (unaudited):

	December 31,		September 30,
	2013	2012	2014
			(Unaudited)
Laboratory equipment	$ 218,581	$ 204,529	$ 220,396
Office equipment	9,980	9,980	9,980
Total	228,561	214,509	230,376
Less: Accumulated depreciation	(179,326)	(145,020)	(197,441)
Equipment, net	$ 49,235	$ 69,489	$ 32,935

5. Stockholders' Equity (Deficiency)

Stock Options

BEM did not issue any stock options during the years ended December 31, 2013 and 2012, or the nine months ended September 30, 2014 and 2013 (unaudited). BEM's majority-owned subsidiary, NB, granted stock options, which have been accounted for as stock-based compensation in the Company's consolidated statement of comprehensive income (loss). The Company had stock-based compensation costs of $4,148 and $0 for the years ended December 31, 2013 and 2012, respectively, and $11,338 and $4,148 for the nine months ended September 30, 2014 and 2013 (unaudited), respectively.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

In August 2013, the stockholders of NB adopted the 2013 Equity Incentive Plan (the "Plan"), a stock option plan to attract and compensate employees, directors and consultants. Under the Plan, 1,000,000 shares of common stock were reserved for issuance, with options exercisable for up to 10 years from the grant date at fair market value.

In February 2014, 120,000 shares of NB's common stock were issued upon exercise of stock options for a consideration of $6,000. In May 2014, 37,000 shares of NB's common stock were issued upon exercise of stock options on a cashless basis.

The fair value of the stock option grants were estimated using the Black-Scholes option-pricing model utilizing the following assumptions:

Fair market value of common stock	$0.05 to $0.35
Risk-free interest rate	1.39% to 1.93%
Expected dividend yield	0%
Expected volatility	89%
Expected life	5 to 6.25 years

The fair value of the stock options granted in August 2013 and March 2014, calculated pursuant to the Black-Scholes option-pricing model, was determined to be $4,148 and $38,873, respectively, which is being recognized as a charge to operations over the respective vesting periods.

A summary of stock option activity of NB through December 31, 2013 and for the nine months ended September 30, 2014 (unaudited) is presented below.

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in Years)
Stock options outstanding at December 31, 2011	—	$	
Issued	—		
Exercised	—		
Expired/terminated	—		
Stock options outstanding at December 31, 2012	—		
Issued	120,000	$ 0.05	10.0
Exercised	—		
Expired/terminated	—		
Stock options outstanding at December 31, 2013	120,000	$ 0.05	9.6
Issued	120,000	$ 0.05	
Exercised	(157,000)	$ 0.05	
Expired/terminated	(83,000)	$ 0.05	
Stock options outstanding at September 30, 2014 (unaudited)	—	$	
Stock options exercisable at December 31, 2013	120,000	$ 0.05	9.6
Stock options exercisable at September 30, 2014 (unaudited)	—	$	

The exercisable stock options had no intrinsic value at September 30, 2014 (unaudited) or December 31, 2013.

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

6. Research Grants

The Company has been developing new bioelectric technology to detect and treat diseases since its founding in 2000. The Company received grants from the National Cancer Institute of the National Institutes of Health (the "NIH"), including grants from the NIH Small Business Innovation Research ("SBIR") Program, to conduct research and to develop devices to provide health benefits utilizing bioelectric technology.

The Company received a research grant under the SBIR Program on August 8, 2013 for $1,141,554 for a project entitled "EndoPulse System for Endoscopic Ultrasound-Guided Therapy of Pancreatic Carcinoma". The research project was scheduled to be completed on August 31, 2014, but was extended to August 31, 2015. The Company completed the project during the nine months ended September 30, 2015 and expects to file the project reports by December 31, 2015. During the years ended December 31, 2013 and 2012, the Company received research grant funding of $933,696 and $1,182,592, respectively. During the nine months ended September 30, 2014 and 2013 (unaudited), the Company received research grant funding of $768,341 and $726,369, respectively.

7. Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets as of December 31, 2013 and 2012, and at September 30, 2014, are summarized below.

	December 31,		September 30,
	2013	2012	2014
			(Unaudited)
Net operating loss carryforwards	$ 18,000	$ 10,000	$ 48,000
Other temporary differences	1,000	—	3,000
Valuation allowances	(19,000)	(10,000)	(51,000)
Net deferred taxes	$ —	$ —	$ —

In assessing the potential realization of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the Company attaining future taxable income during the periods in which those temporary differences become deductible. As of December 31, 2013 and 2012, and at September 30, 2014 (unaudited), management was unable to determine that it was more likely than not that the Company's deferred tax assets will be realized, and has therefore recorded an appropriate valuation allowance against deferred tax assets at such dates.

No federal tax provision has been provided for the years ended December 31, 2013 and 2012, and for the nine months ended September 30, 2014 (unaudited), as BEM has elected S corporation status under the Internal Revenue Code and is not subject to federal income taxes. In lieu of corporate income taxes, the shareholders of S corporations are subject to federal and state income taxes on their proportionate share of the electing company's taxable income. The Company is also subject to a 1.5% income tax imposed by the California Franchise Tax Board. BEM's subsidiary, NB, is a C corporation and is subject to federal and state corporate income taxes. NB did not have any taxable income for the years ended December 31, 2013 and 2012, or for the nine months ended September 30, 2014 (unaudited).

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
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The Company's effective tax rate is different from the federal statutory rate of 35% due primarily to the fact the Company is taxed as a pass-through entity.

As of December 31, 2013 and 2012, the Company had federal net operating loss carryforwards of approximately $42,000 and $22,000, respectively. As of December 31, 2013 and 2012, the Company had state net operating loss carryforwards of $114,000 and $84,000, respectively. At September 30, 2014 (unaudited), the Company had federal and state net operating loss carryforwards of approximately $117,000. The federal net operating loss carryforwards will expire at various dates from 2032 through 2034 and the state net operating loss carryforwards will expire at various dates from 2028 through 2034.

8. Accumulated Other Comprehensive Income (Loss)

The table below presents the changes in accumulated other comprehensive income (loss):

	Years Ended December 31,		Nine Months Ended September 30,	
	2013	2012	2014 (Unaudited)	2013 (Unaudited)
Beginning balance	$ (3,866)	$(6,274)	$ 12,179	$ (3,866)
Unrealized gain (loss) on marketable securities:				
Unrealized holding gain arising during period	15,776	3,164	—	8,059
Less: reclassification adjustment for gain (loss) included in net income (loss)	269	(756)	(12,179)	269
Net current period other comprehensive income	16,045	2,408	—	8,328
Ending balance	$12,179	$(3,866)	$ —	$ 4,462

9. Non-Controlling Interests

NB was a 92.6% owned subsidiary at December 31, 2013 and 2012, and 90.3% owned subsidiary at September 30, 2014 (unaudited). The non-controlling interests in NB represented the minority stockholders' share aggregating 7.4% at December 31, 2013 and 2012, and 9.7% at September 30, 2014 (unaudited). In accordance with the provisions of ASC Topic 810, Consolidation, the Company classified the non-controlling interests in NB as a component of stockholders' equity (deficiency) in the consolidated balance sheet. Additionally, the Company presented net income (loss) and comprehensive income (loss) attributable to the Company and the non-controlling ownership interests separately in the consolidated financial statements.

The table below presents a reconciliation of the equity attributable to non-controlling interests:

	Years Ended December 31,		Nine Months Ended September 30,	
	2013	2012	2014 (Unaudited)	2013 (Unaudited)
Beginning balance	$(2,202)	$ —	$ (3,615)	$ (2,202)
Net loss	(1,719)	(2,253)	(8,572)	(1,481)
Stock issuance – NanoBlate	—	51	762	—
Stock-based compensation	306	—	1,101	306
Non-controlling interests – change in ownership	—	—	(1,139)	—
Ending balance	$(3,615)	$(2,202)	$ (11,463)	$ (3,377)

BIOELECTROMED CORP. AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)
YEARS ENDED DECEMBER 31, 2013 AND 2012, AND THE
NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

The table below presents transfers resulting from BEM's ownership interest in NB equity changes:

	Years Ended December 31,		Nine Months Ended September 30,
	2013	2012	2014 (Unaudited)
Net income (loss) attributable to BioElectroMed Corp. stockholders	$(19,033)	$10,352	$ (73,432)
Transfers from non-controlling interests:			
Increase in additional paid-in capital of BioElectroMed Corp. as a result of issuance of 157,000 shares of NanoBlate Corp. common stock related to exercise of outstanding stock options	—	—	1,139
Net transfers from non-controlling interests	—	—	1,139
Change from net income (loss) attributable to BioElectroMed Corp. and transfers from non-controlling interests	$(19,033)	$10,352	$ (72,293)

10. Operating Lease

The Company leases its research facilities in Burlingame, California, under a renewal one-year operating lease expiring September 30, 2016 at a monthly cost of approximately $9,500 to $15,700. Rent expense for the years ended December 31, 2013 and 2012 was $99,943 and $102,110, respectively, and $85,345 and $82,452 for the nine months ended September 30, 2014 and 2013 (unaudited), respectively.

11. Employee Benefit Plans

BEM maintains a 401(k) plan. BEM did not make any employer matching contributions to this plan during the years ended December 31, 2012 and 2013, and for the nine months ended September 30, 2013and 2014 (unaudited).

12. Subsequent Events

On November 6, 2014, Pulse Biosciences, Inc. (formerly Electroblate, Inc.) acquired 100% of the outstanding common stock of BEM and NB in exchange for 1,047,948 shares of common stock of Pulse Biosciences, Inc., of which 47,236 shares or approximately 4.5% were issued to ODURF.

THELIOPULSE, INC.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders
of ThelioPulse, Inc.

We have audited the accompanying balance sheets of ThelioPulse, Inc. (the "Company") as of December 31, 2013 and 2012, and the related statements of operations, stockholders' deficiency, and cash flows for the year ended December 31, 2013 and for the period from January 5, 2012 (inception) through December 31, 2012. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2013 and 2012, and the results of its operations and its cash flows for the year ended December 31, 2013 and for the period from January 5, 2012 (inception) through December 31, 2012, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As more fully discussed in Note 1 to the financial statements, since its inception, the Company had not generated any operating revenues, and had depended primarily on loans from its stockholders for the working capital necessary to fund its research and development activities. These conditions raised substantial doubt about the Company's ability to continue as a going concern. In order to obtain access to the capital necessary to fund its planned research and development activities on a going forward basis, the Company was acquired by another company on November 6, 2014.

/s/ Gumbiner Savett Inc.

December 21, 2015
Santa Monica, California

THELIOPULSE, INC.

BALANCE SHEETS

	December 31, 2013	December 31, 2012	September 30, 2014 (Unaudited)
ASSETS			
Current assets:			
Cash	$ 51,130	$ 204	$ 24,263
Prepaid expenses	—	—	5,109
Total current assets	51,130	204	29,372
Total assets	$ 51,130	$ 204	$ 29,372
LIABILITIES AND STOCKHOLDERS' DEFICIENCY			
Current liabilities:			
Short-term advance	$ —	$ 300	$ —
Total current liabilities	—	300	—
Non-current liabilities – notes payable to related parties:			
4% unsecured notes payable to AMI – USC, including accrued interest	102,333	—	105,333
8% secured convertible note payable to ODURF, including accrued interest	437,333	274,660	461,267
8% secured convertible note payable to AMI-USC, including accrued interest	1,317,834	861,600	1,389,637
Total liabilities	1,857,500	1,136,560	1,956,237
Stockholders' deficiency:			
Common stock, par value $0.001; 100,000,000 shares authorized; 10,000,000 shares issued and outstanding	1,000	1,000	1,000
Additional paid-in capital	6,944	(1,000)	21,244
Accumulated deficit	(1,814,314)	(1,136,356)	(1,949,109)
Total stockholders' deficiency	(1,806,370)	(1,136,356)	(1,926,865)
Total liabilities and stockholders' deficiency	$ 51,130	$ 204	$ 29,372

See accompanying notes to financial statements.

THELIOPULSE, INC.

STATEMENTS OF OPERATIONS

	Year Ended December 31, 2013	Period from January 5, 2012 (Inception) through December 31, 2012	Nine Months Ended September 30,	
			2014 (Unaudited)	2013 (Unaudited)
Revenue	$ —	$ —	$ —	$ —
Operating expenses:				
General and administrative	9,468	96	36,058	4,544
Research and development –				
ODURF and AMI-USC	501,887	1,098,113	—	501,887
Other	47,250	—	—	40,350
Total operating expenses	558,605	1,098,209	36,058	546,781
Loss from operations	(558,605)	(1,098,209)	(36,058)	(546,781)
Interest expense – ODURF and AMI-USC	(119,353)	(38,147)	(98,737)	(86,353)
Net loss	$ (677,958)	$ (1,136,356)	$ (134,795)	$ (633,134)
Net loss per common share – basic and diluted	$ (0.07)	$ (0.13)	$ (0.01)	$ (0.06)
Weighted average number of common shares outstanding – basic and diluted	10,000,000	8,614,959	10,000,000	10,000,000

See accompanying notes to financial statements.

THELIOPULSE, INC.

STATEMENT OF STOCKHOLDERS' DEFICIENCY

PERIOD FROM JANUARY 5, 2012 (INCEPTION) THROUGH DECEMBER 31, 2013, AND THE NINE MONTHS ENDED SEPTEMBER 30, 2014 (UNAUDITED)

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Deficiency
	Shares	Amount			
Shares issued to founders	10,000,000	$1,000	$ (1,000)	$ —	$ —
Net loss	—	—	—	(1,136,356)	(1,136,356)
Balance, December 31, 2012	10,000,000	1,000	(1,000)	(1,136,356)	(1,136,356)
Stock-based compensation	—	—	7,944	—	7,944
Net loss	—	—	—	(677,958)	(677,958)
Balance, December 31, 2013	10,000,000	1,000	6,944	(1,814,314)	(1,806,370)
Stock-based compensation	—	—	14,300	—	14,300
Net loss	—	—	—	(134,795)	(134,795)
Balance, September 30, 2014 (Unaudited)	10,000,000	$1,000	$ 21,244	$(1,949,109)	$(1,926,865)

See accompanying notes to financial statements.

THELIOPULSE, INC.

STATEMENTS OF CASH FLOWS

	Year Ended December 31, 2013	Period from January 5, 2012 (Inception) through December 31, 2012	Nine Months Ended September 30, 2014 (Unaudited)	Nine Months Ended September 30, 2013 (Unaudited)
Cash flows from operating activities:				
Net loss	$ (677,958)	$ (1,136,356)	$ (134,795)	$ (633,134)
Adjustments to reconcile net loss to net cash used in operating activities:				
Stock-based compensation	7,944	—	14,300	3,178
Interest accrued on notes payable to AMI-USC and ODURF	119,353	38,147	98,737	86,353
Research and development costs incurred through AMI-USC and ODURF and added to principal balance of secured convertible notes payable to AMI-USC and ODURF	501,887	1,098,113	—	501,887
Changes in operating assets:				
(Increase) decrease in -				
Prepaid expenses	—	—	(5,109)	—
Net cash used in operating activities	(48,774)	(96)	(26,867)	(41,716)
Cash flows from financing activities:				
Increase (decrease) in short-term advance	(300)	300	—	(300)
Proceeds from unsecured notes payable issued to AMI-USC	100,000	—	—	100,000
Net cash provided by financing activities	99,700	300	—	99,700
Cash:				
Net increase (decrease)	50,926	204	(26,867)	57,984
Balance at beginning of period	204	—	51,130	204
Balance at end of period	$ 51,130	$ 204	$ 24,263	$ 58,188
Supplemental disclosures of cash flow information:				
Non-cash financing activities -				
Common stock issued to founding shareholders in exchange for the license for intellectual property	$ —	$ 1,000	$ —	$ —

See accompanying notes to financial statements.

THELIOPULSE, INC.
NOTES TO FINANCIAL STATEMENTS
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JANUARY 5, 2012 (INCEPTION) THROUGH DECEMBER 31, 2012,
AND THE NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

1. Organization and Business Operations

Business and Basis of Presentation

ThelioPulse, Inc. (the "Company") was incorporated in Delaware on January 5, 2012 as a spin-out from the Alfred E. Mann Institute for Biomedical Engineering at the University of Southern California ("AMI-USC"), for the purpose of developing and commercializing nanosecond pulse electricity field technology for dermatological applications. At its formation, and through September 30, 2014, the Company was owned 75% by AMI-USC and 25% by Old Dominion University Research Foundation ("ODURF"), and had licensed relevant intellectual property relating to sub-microsecond pulsed electric field technology for biomedical applications from AMI-USC and ODURF.

Going Concern

Since its inception, the Company has not generated any operating revenues, and has depended primarily on loans from AMI-USC and ODURF for the working capital necessary to fund the Company's research and development activities.

The Company incurred a net loss of $677,958 and negative operating cash flows of $48,774 for the year ended December 31, 2013, and a net loss of $134,795 and negative operating cash flows of $26,867 for the nine months ended September 30, 2014 (unaudited). The Company's business plans indicated that it would continue to incur losses and negative operating cash flows for at least the next few years, and that it needed to obtain access to additional capital to be able to fund its research and development activities on a going forward basis. On November 6, 2014, the Company was acquired by Pulse Biosciences, Inc. (see Note 7) in order to gain access to the resources required to fund the Company's near-term operating requirements. The Company was merged into Pulse Biosciences, Inc. subsequent to its acquisition and ceased to exist as a separate entity.

The Company's independent registered public accounting firm, in its report on the Company's 2013 and 2012 financial statements, has raised substantial doubt about the Company's ability to continue as a going concern.

Interim Financial Statements (Unaudited)

The condensed financial statements of the Company at September 30, 2014 and 2013, and for the nine months ended September 30, 2014 and 2013, are unaudited. In the opinion of management, all adjustments (including normal recurring adjustments) have been made that are necessary to present fairly the financial position of the Company as of September 30, 2014 and 2013, the results of its operations for the nine months ended September 30, 2014 and 2013, and its cash flows for the nine months ended September 30, 2014 and 2013. Operating results for the interim periods presented are not necessarily indicative of the results to be expected for a full fiscal year.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with United States Generally Accepted Accounting Principles ("GAAP") requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual amounts could differ from those estimates.

THELIOPULSE, INC.
NOTES TO FINANCIAL STATEMENTS (continued)
YEAR ENDED DECEMBER 31, 2013 AND THE PERIOD FROM
JANUARY 5, 2012 (INCEPTION) THROUGH DECEMBER 31, 2012,
AND THE NINE MONTHS ENDED SEPTEMBER 30, 2014 AND 2013 (UNAUDITED)

Cash Concentrations

Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash. The Company limits its exposure to credit risk by depositing its cash with financial institutions with high credit ratings. The Company has not experienced a loss in such accounts to date.

Fair Value of Financial Instruments

The authoritative guidance with respect to fair value established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, and requires that assets and liabilities carried at fair value be classified and disclosed in one of three categories, as presented below. Disclosure as to transfers into and out of Levels 1 and 2, and activity in Level 3 fair value measurements, is also required.

Level 1. Observable inputs such as quoted prices in active markets for an identical asset or liability that the Company has the ability to access as of the measurement date. Financial assets and liabilities utilizing Level 1 inputs include active-exchange traded securities and exchange-based derivatives.

Level 2. Inputs, other than quoted prices included within Level 1, which are directly observable for the asset or liability or indirectly observable through corroboration with observable market data. Financial assets and liabilities utilizing Level 2 inputs include fixed income securities, non-exchange based derivatives, mutual funds, and fair-value hedges.

Level 3. Unobservable inputs in which there is little or no market data for the asset or liability which requires the reporting entity to develop its own assumptions. Financial assets and liabilities utilizing Level 3 inputs include infrequently-traded, non-exchange-based derivatives and commingled investment funds, and are measured using present value pricing models.

The Company determines the level in the fair value hierarchy within which each fair value measurement falls in its entirety, based on the lowest level input that is significant to the fair value measurement in its entirety. In determining the appropriate levels, the Company performs an analysis of the assets and liabilities at each reporting period end.

The Company believes that the carrying amount of its financial instruments (consisting of cash and notes payable) approximates fair value due to the short-term nature of such instruments. With respect to the note payable to AMI-USC and the convertible notes payable to AMI-USC and ODURF, management does not believe that the credit markets have materially changed for these types of borrowings since the original borrowing dates.

Stock-Based Compensation

The Company has periodically issued stock options to officers, directors, employees and consultants for services rendered. Such issuances vest and expire according to terms established at the issuance date.

Stock-based payments to officers, directors and employees, including grants of employee stock options, are recognized in the financial statements based on their fair values. Stock option grants, which are generally time vested, are measured at the grant date fair value and charged to operations on a straight-line basis over the vesting period. The fair value of stock options is determined utilizing the Black-Scholes option-pricing model, which is affected by several variables, including the risk-free interest rate, the expected dividend yield, the life of the equity award, the exercise price of the stock option as compared to the fair market value of the common stock on the grant date, and the estimated volatility of the common stock over the term of the equity award.

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The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of grant. Estimated volatility is based on the average historical volatilities of comparable public companies in a similar industry. The expected dividend yield is based on the current yield at the grant date; the Company has never declared or paid dividends and has no plans to do so for the foreseeable future. The fair value of common stock was determined by the Company's Board of Directors.

Stock options issued to non-employees as compensation for services provided to the Company are accounted for based upon the estimated fair value of the stock options. Management utilizes the Black-Scholes option-pricing model to determine the fair value of the stock options issued by the Company. The Company recognizes this expense over the period in which the services are provided.

Income Taxes

The Company accounts for income taxes under an asset and liability approach for financial accounting and reporting for income taxes. Accordingly, the Company recognizes deferred tax assets and liabilities for the expected impact of differences between the financial statements and the tax basis of assets and liabilities.

The Company records a valuation allowance to reduce its deferred tax assets to the amount that is more likely than not to be realized. In the event the Company determines that it would be able to realize its deferred tax assets in the future in excess of its recorded amount, an adjustment to the deferred tax assets would be credited to operations in the period such determination was made. Likewise, should the Company determine that it would not be able to realize all or part of its deferred tax assets in the future, an adjustment to the deferred tax assets would be charged to operations in the period such determination was made.

The Company is subject to U.S. federal income taxes and income taxes of various state tax jurisdictions. As the Company's net operating losses have yet to be utilized, previous tax years remain open to examination by federal authorities and other jurisdictions in which the Company currently operates or has operated in the past. The Company is not currently under examination by any tax authority.

The Company accounts for uncertainties in income tax law under a comprehensive model for the financial statement recognition, measurement, presentation and disclosure of uncertain tax positions taken or expected to be taken in income tax returns as prescribed by GAAP. The tax effects of a position are recognized only if it is "more-likely-than-not" to be sustained by the taxing authority as of the reporting date. If the tax position is not considered "more-likely-than-not" to be sustained, then no benefits of the position are recognized. As of December 31, 2013 and 2012, and at September 30, 2014 (unaudited), the Company had not recorded any liability for uncertain tax positions. In subsequent periods, any interest and penalties related to uncertain tax positions will be recognized as a component of income tax expense.

Research and Development Costs

Research and development costs consist primarily of costs incurred under research agreements with AMI-USC and ODURF, and other expenses relating to the acquisition, design, development and testing of the Company's treatments and product candidates. Research and development costs incurred by the Company are expensed as incurred.

Earnings per Share

The Company's computation of earnings per share ("EPS") includes basic and diluted EPS. Basic EPS is measured as the income (loss) divided by the weighted average common shares outstanding for the period.

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Diluted EPS is similar to basic EPS but presents the dilutive effect on a per share basis of potential common shares (e.g., stock options) as if they had been converted at the beginning of the periods presented, or issuance date, if later. Potential common shares that have an anti-dilutive effect (i.e., those that increase income per share or decrease loss per share) are excluded from the calculation of diluted EPS.

Loss per common share is computed by dividing net loss by the weighted average number of shares of common stock outstanding during the respective periods. Basic and diluted loss per common share is the same for all periods presented because all stock options outstanding are anti-dilutive.

At December 31, 2013 and September 30, 2014 (unaudited), the Company excluded outstanding securities consisting of stock options to acquire 520,000 shares of common stock, which entitle the holders thereof to acquire shares of common stock, from its calculation of earnings per share, as their effect would have been anti-dilutive.

Convertible Promissory Notes

The Company measures and recognizes embedded beneficial conversion features associated with convertible promissory notes by allocating a portion of the proceeds equal to the intrinsic value of that feature to additional paid-in capital. The portion of debt discount resulting from the allocation of proceeds to the beneficial conversion feature is amortized over the term of the notes from the respective issuance date of the notes. The Company evaluated the secured convertible notes payable described at Note 4 at issuance and determined that they did not contain any embedded beneficial conversion features.

Recent Accounting Pronouncements

Management does not believe that any recently issued, but not yet effective, authoritative guidance, if currently adopted, would have a material impact on the Company's financial statement presentation or disclosures.

3. Related Party Transactions

AMI-USC and ODURF owned 75% and 25%, respectively, of the Company's issued and outstanding shares of common stock, and substantially all of the Company's research and development activities were conducted through these stockholders. The Company received financial support from these stockholders in the form of promissory notes, as described at Note 4. Because of this relationship, these stockholders had the ability to direct and control the operations of the Company, including influencing the form and extent of costs incurred by the Company in its research and development activities, as a result of which the Company's operating results or financial position was likely significantly different than if the Company's research and development activities had been conducted on an independent arm's length-basis.

4. Notes Payable to Related Parties

4% Unsecured Notes Payable to AMI-USC

The Company borrowed $25,000 and $75,000 from AMI-USC in 2013 pursuant to unsecured promissory notes bearing interest at 4% per annum, with principal and accrued interest due on February 7, 2017 and February 22, 2017, respectively. Accrued interest payable was $2,333 and $5,333 at December 31, 2013 and September 30, 2014 (unaudited), respectively. Interest expense was $2,333 for the year ended December 31, 2013 and $3,000 and $1,333 for the nine months ended September 30, 2014 and 2013 (unaudited), respectively.

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On October 1, 2014, the Company and AMI-USC entered into an agreement to convert these unsecured promissory notes payable, including accrued but unpaid interest, into shares of common stock of the Company, as a result of which, the unsecured promissory notes payable to AMI-USC, including accrued but unpaid interest, were converted into 405,128 shares of the Company's common stock.

8% Secured Convertible Notes Payable to ODURF and AMI-USC

The Company borrowed an aggregate of $400,000 from ODURF in 2012 and 2013 pursuant to a secured convertible promissory note bearing interest at 8% per annum, with principal and accrued interest due on February 23, 2017. Accrued interest payable to ODURF was $37,333 and $8,000 at December 31, 2013 and 2012, respectively, and $61,267 at September 30, 2014 (unaudited). Interest expense was $29,333 and $8,000 for the years ended December 31, 2013 and 2012, respectively, and $23,934 and $21,333 for the nine months ended September 30, 2014 and 2013 (unaudited), respectively.

The Company borrowed an aggregate of $1,200,000 from AMI-USC in 2012 and 2013 pursuant to a secured convertible promissory note bearing interest at 8% per annum, with principal and accrued interest due on February 23, 2017. Accrued interest payable to AMI-USC was $117,834 and $30,147 at December 31, 2013 and 2012, respectively, and $189,637 at September 30, 2014 (unaudited). Interest expense was $87,687 and $30,147 for the years ended December 31, 2013 and 2012, respectively, and $71,803 and $63,687 for the nine months ended September 30, 2014 and 2013 (unaudited), respectively.

The convertible promissory notes payable to ODURF and AMI-USC were secured by the assets of the Company and were convertible under certain circumstances as described below.

Upon the consummation of a qualified financing, as defined herein, the principal amount and accrued but unpaid interest on the notes as of the date of the qualified financing were immediately convertible into shares of the preferred stock of the Company issued in the qualified financing, at the same price per share in the qualified financing and otherwise having the same rights and preferences in all respects. For the purpose of these notes, a "qualified financing" meant a minimum issuance of $5,000,000 of preferred stock of the Company, issued in one issue or a series of related issues (in either case, excluding the value at conversion of the principal amount and accrued but unpaid interest on the notes) in a private offering to accredited investors, as that term is defined in Regulation D promulgated pursuant to the Securities Act of 1933, as amended, that is completed prior to the maturity date of the notes.

Upon the consummation of a conversion event, as defined herein, the note holders, in their sole discretion, could choose to require either repayment of unpaid principal and accrued but unpaid interest on the notes, or to convert any principal and accrued but unpaid interest on the notes as of the date of the conversion event into shares of the Company's common stock at a 20% discount to the price per share of such common stock. For the purpose of these notes, a "conversion event" meant the closing, prior to the maturity date, of a sale of all or substantially all of the Company's assets, a merger, consolidation or other business combination transaction or sale of securities as a result of which the holders of the Company's voting securities immediately prior to such transaction hold less than 50% of the aggregate voting securities of the surviving entity, a merger, consolidation or other business combination transaction in which the Company is not the surviving entity, merger, consolidation or other business combination transaction between the Company and any publicly-traded corporation, the license of all or substantially of the intellectual property of the Company, or the registration of any securities of the Company under the Securities Act of 1933, as amended.

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If no qualified financing or conversion event was consummated before the maturity date of the notes, then the note holders, in their sole discretion, could choose either to (a) require repayment of unpaid principal and accrued but unpaid interest, or (b) convert any principal and accrued but unpaid interest at the date of maturity into shares of common stock at a 20% discount to the price per share of common stock.

Pursuant to the conversion event provisions described above, on October 1, 2014, the Company and ODURF and AMI-USC entered into agreements to convert the secured convertible promissory notes payable, including accrued but unpaid interest, into shares of common stock of the Company. In conjunction with the acquisition of the Company by Pulse Biosciences, Inc. on November 6, 2014 (see Note 7), the secured convertible promissory notes payable to ODURF and AMI-USC, including accrued but unpaid interest, were converted into 8,764,287 shares of the Company's common stock.

5. Stockholders' Deficiency

Common Stock

In conjunction with the formation of the Company in January 2012, 10,000,000 shares of common stock were issued to its founding stockholders, AMI-USC and ODURF, in exchange in exchange for a license agreement for certain intellectual property relating to nanosecond pulse electricity field technology for dermatological applications. As the license agreement between the Company and AMI-USC and ODURF involved parties under common control, the shares of common stock issued were accounted for at par value, with the aggregate par value of the common shares issued of $1,000 being charged to additional paid-in capital.

Stock Options

The Board of Directors adopted a stock option plan for employees, directors and consultants of the Company. Under the plan, 2,000,000 shares of common stock were reserved for issuance, with options exercisable for up to 10 years from the grant date at fair market value.

On July 17, 2013, the Board of Directors granted options to acquire 420,000 shares of common stock to consultants, exercisable for a period of 10 years, and options to acquire 100,000 shares of common stock to employees, exercisable for a period of 10 years, at a price of $0.11 per share, which was the estimated fair value of the common shares at the grant date, as determined by the Board of Directors. The stock options vest as to one thirty-sixth of the underlying shares on the last day of each month commencing on the vesting commencement date until the shares are vested in full, provided that such vesting shall cease immediately as to any unvested shares if the services of the option holder as an employee, independent contractor or director of the Company are terminated

The fair value of the stock option grants were estimated using the Black-Scholes option-pricing model utilizing the following assumptions:

Fair market value of common stock	$0.11
Risk-free interest rate	1.62% to 2.52%
Expected dividend yield	0%
Expected volatility	89%
Expected life	6 – 10 years

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The fair value of the stock options granted, calculated pursuant to the Black-Scholes option-pricing model, was determined to be $50,711, which is being recognized as a charge to operations over the respective vesting periods. During the years ended December 31, 2013 and 2012, stock-based compensation charged to operations was $7,944 and $0, respectively. During the nine months ended September 30, 2014 and 2013 (unaudited), stock-based compensation charged to operations was $14,300 and $3,178, respectively.

A summary of stock option activity for the period from January 5, 2012 (inception) through December 31, 2013 and for the nine months ended September 30, 2014 (unaudited) is presented below.

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (in Years)
Stock options outstanding at January 5, 2012 (inception)	—	$	
Issued	—		
Exercised	—		
Expired/terminated	—		
Stock options outstanding at December 31, 2012	—		
Issued	520,000	$ 0.11	
Exercised	—		
Expired/terminated	—		
Stock options outstanding at December 31, 2013	520,000	$ 0.11	9.55
Issued	—		
Exercised	—		
Expired/terminated	—		
Stock options outstanding at September 30, 2014 (unaudited)	520,000	$ 0.11	8.80
Stock options exercisable at December 31, 2013	72,222	$ 0.11	9.55
Stock options exercisable at September 30, 2014 (unaudited)	202,222	$ 0.11	8.80

The exercisable stock options had no intrinsic value at September 30, 2014 (unaudited) or December 31, 2013.

In conjunction with the acquisition of the Company by Pulse Biosciences, Inc. on November 6, 2014 (see Note 7), the vesting of the outstanding stock options was accelerated and the stock options were exercised, resulting in the issuance of 502,000 shares of the Company's common stock.

6. Income Taxes

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant

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components of the Company's deferred tax assets at December 31, 2013 and 2012, and at September 30, 2014 are summarized below.

	December 31, 2013	December 31, 2012	September 30, 2014 (Unaudited)
Net operating loss carryforwards	$ 718,000	$ 463,000	$ 768,000
Other temporary differences	21,000	—	23,000
Valuation allowance	(739,000)	(463,000)	(791,000)
Net deferred taxes	$ —	$ —	$ —

In assessing the potential realization of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the Company attaining future taxable income during the periods in which those temporary differences become deductible. As of December 31, 2013 and 2012, and at September 30, 2014 (unaudited), management was unable to determine that it was more likely than not that the Company's deferred tax assets will be realized, and has therefore recorded an appropriate valuation allowance against deferred tax assets at such dates.

As of December 31, 2013 and 2012, the Company had federal and state net operating loss carryforwards of approximately $1,761,000 and $1,136,000, respectively. As of September 30, 2014 (unaudited), the Company had federal and state net operating loss carryforwards of approximately $1,884,000. No federal or state tax provision has been provided for the years ended December 31, 2013 or 2012, or for the nine months ended September 30, 2014 and 2013 (unaudited), due to the losses incurred during such periods. The federal and state net operating loss carryforwards will expire at various dates from 2032 through 2034.

7. Subsequent Events

On November 6, 2014, Pulse Biosciences, Inc. (formerly Electroblate, Inc.) acquired 100% of the Company's outstanding common stock in exchange for 978,750 shares of common stock of Pulse Biosciences, Inc., of which 867,288 shares or approximately 89% were issued to or on behalf of ODURF and AMI-USC and 111,462 shares or approximately 11% were issued to the former option holders of the Company and the inventors of the technology. The Company's promissory notes, including accrued interest, were converted into shares of the Company's common stock prior to the closing of this transaction.

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5,000,000 Shares of Common Stock

Pulse Biosciences, Inc.

PROSPECTUS

MDB Capital Group, LLC

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the various expenses to be incurred in connection with the sale and distribution of our common stock being registered hereby, all of which will be borne by us (except any underwriting discounts and commissions and expenses incurred for brokerage, accounting, tax or legal services or any other expenses incurred in disposing of the shares). All amounts shown are estimates except the SEC registration fee.

SEC Filing Fee	$ 2,594
FINRA Fee	$ 4,364
Underwriter Legal Fees and Expenses.	$ 160,000
Qualified Independent Underwriter Fees and Expenses	$ 125,000
Nasdaq Fee	$ 50,000
Printing Expenses	$ 75,000
Accounting Fees and Expenses	$ 200,000
Consulting Fees and Expenses	$ 150,000
Legal Fees and Expenses	$ 210,000
Transfer Agent and Registrar Expenses	$ 15,000
Miscellaneous	$ 18,042
Total	$ 1,010,000

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Under Sections 78.7502, 78.751 and 78.752 of the Nevada Revised Statutes, Pulse Biosciences, Inc. has broad powers to indemnify and insure its directors and officers against liabilities they may incur in their capacities as such.

Our officers and directors are shielded, as provided by the Nevada Revised Statutes and our articles of incorporation and bylaws, from liability to the company or the stockholders for monetary liabilities unless it is specifically limited by our articles of incorporation. Our articles of incorporation do not impose any limit our directors' liability. Excepted under the law from that limitation of liability is: (a) a willful failure to deal fairly with the company or its stockholders in connection with a matter in which the director has a material conflict of interest; (b) a violation of criminal law, unless the director had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful; (c) a transaction from which the director derived an improper personal profit; and (d) willful misconduct.

Our articles of incorporation and bylaws provide that we will indemnify our directors and officers to the fullest extent not prohibited by Nevada law; provided, however, that we may modify the extent of such indemnification by individual contracts with our directors and officers; and, provided, further, that we shall not be required to indemnify any director or officer in connection with any proceeding, or part thereof, initiated by such person unless such indemnification: (a) is expressly required to be made by law, (b) the proceeding was authorized by our board of directors, (c) is provided by us, in our sole discretion, pursuant to the powers vested in us under Nevada law or (d) is required to be made pursuant to the bylaws.

Our articles of incorporation and bylaws also provide that we may indemnify a director or former director of subsidiary corporation and we may indemnify our officers, employees or agents, or the officers, employees or agents of a subsidiary corporation and the heirs and personal representatives of any such person, against all expenses incurred by the person relating to a judgment, criminal charge, administrative action or other

proceeding to which he or she is a party by reason of being or having been one of our directors, officers or employees.

We maintain insurance coverage for the benefit of our current and past directors, officers and employees, including those of our subsidiaries.

We have entered into indemnification agreements with each of our directors and officers, under which we will indemnify them for their acts in their capacities as directors. We will bear all the expenses incurred by the director relating to a judgment, criminal charge, administrative action or other proceeding to which he or she is a party, and we will advance their expenses of any such action, subject to a reimbursement requirement in the event they are found responsible for the acts that are the basis of the action.

Prior to the closing of this offering we plan to enter into an underwriting agreement, which will provide that the underwriter is obligated, under some circumstances, to indemnify our directors, officers and controlling persons against specified liabilities.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by us of expenses incurred or paid by our director, officer or controlling person 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, we will, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

Since the inception of our corporation, we issued the following securities without registration under the Securities Act of 1933, as amended.

1. In May 2014 we sold 1,125,000 shares of common stock to our seven founding stockholders. The issuance was exempt pursuant to Section 4(a)(2) of the Securities Act.

2. On November 6, 2014, we issued an aggregate of 3,444,198 shares to acquire (i) a license for certain patents and patent applications, know-how and technology from Old Dominion University Research Foundation and Eastern Virginia Medical School, and (ii) Bioelectromed Corp. and NanoBlate Corp. by means of a share exchange and ThelioPulse, Inc. by means of a merger for an exchange of shares. The issuances were exempt pursuant to Section 4(a)(2) of the Securities Act.

3. On November 6, 2014, we consummated a private placement of 2,996,253 shares of our common stock for gross proceeds of $7,999,998. There were 72 investors, all of which were accredited investors, as such term is defined in Rule 501 under the Securities Act. The shares were issued pursuant to Section 4(a)(2) of the Securities Act and Rule 506 thereunder.

4. MDB Capital Group, LLC acted as placement agent in connection with the November 2014 private placement. We paid MDB Capital Group, LLC a 10% selling commission on the gross proceeds of the offering and issued to MDB Capital Group, LLC a warrant to purchase 299,625 shares of our common stock, which was equal to 10% of the common shares sold in the offering, that is exercisable for a period of seven years, at $2.67 per share. The warrant issuance was exempt pursuant to Section 4(a)(2) of the Securities Act. Certain of the warrants were subsequently assigned to employees or associated persons of MDB Capital Group, LLC, pursuant to Section 4(a)(1) of the Securities Act.

5. On various dates between February 1 and December 1, 2015, we issued options to persons who were directors, which were not issued under a stockholder approved plan, to purchase up to 529,585 shares of our common stock, of which options for 208,051 shares of our common stock expired on the resignations of three of the persons awarded the options. The issuances were exempt pursuant to Section 4(a)(2) of the Securities Act.

6. On September 8, 2015 and November 30, 2015, we issued options under a stockholder approved plan to purchase up to 281,534 and 140,762 shares of our common stock, respectively, to two of our executive officers. Additionally, on December 15, 2015, we issued options under a stockholder approved plan to purchase up to 131,482 shares of our common stock to several of our employees. The issuances were exempt pursuant to Section 4(a)(2) of the Securities Act.

We believe the offers, sales and issuances of the above securities by us were exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the Securities Act as transactions not involving a public offering. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates, notes and warrants issued in these transactions. All recipients had adequate access, through their relationships with us, to information about our company. The sales of these securities were made without any general solicitation or advertising.

ITEM 16. EXHIBITS

Exhibit No.	Description of Document
1.1*	Form of Underwriting Agreement
3.1	Articles of Incorporation of the Registrant, as amended on December 8, 2015
3.2	Bylaws of the Registrant
4.1*	Specimen Certificate representing shares of common stock of Registrant
4.2	Form of Warrant dated November 9, 2014, issued to MDB Capital Group, LLC
4.3*	Form of Underwriter Warrant
5.1*	Opinion of Golenbock Eiseman Assor Bell & Peskoe LLP regarding the validity of the common stock being registered
10.1+	Form of Indemnification Agreement entered into by the Registrant with its Officers and Directors
10.2+	2015 Stock Incentive Plan
10.3+	Form of Director Option Agreement, not issued under the 2015 Stock Incentive Plan.
10.4	Engagement Agreement dated September 15, 2014 between MDB Capital Group LLC and the Registrant
10.5	Form of Securities Purchase Agreement dated November 6, 2014, among the purchasers of common stock and the Registrant
10.6	Form of Registration Rights Agreement dated November 6, 2014, among the purchasers of common stock and the Registrant
10.7	Form of Registration Rights Agreement dated November 6, 2014, among the holders of placement warrants and the Registrant
10.8+	Employment Agreement between Dr. Richard Nuccitelli and the Registrant
10.9+	Executive Employment Agreement between Darrin R. Uecker and the Registrant

Exhibit No.	Description of Document
10.10+	Form of At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement for Employees
10.11	Forms of Lock-Up Agreement for individuals and entities
10.12*	License Agreement and Amendments No. 1 and 2, among Old Dominion University Research Foundation, Eastern Virginia Medical School and the Registrant
10.13*	Amendment to License Agreement – AIM and the Registrant
10.14+	Executive Employment Agreement between Brian B. Dow and the Registrant
21.1	List of Subsidiaries
23.1	Consent of Gumbiner Savett Inc., Independent Registered Public Accounting Firm for the financial statements of Pulse Biosciences, Inc. and Subsidiaries
23.2	Consent of Gumbiner Savett Inc., Independent Registered Public Accounting Firm for the financial statements of Bio ElectroMed Corp and Subsidiary
23.3	Consent of Gumbiner Savett Inc., Independent Registered Public Accounting Firm for the financial statements of ThelioPulse, Inc.
23.4*	Consent of Golenbock Eiseman Assor Bell & Peskoe LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on page II- 6)

* To be filed by amendment
\+ Indicates management compensatory plan, contract or arrangement

ITEM 17. UNDERTAKINGS

The undersigned registrant hereby undertakes:

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

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

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

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

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

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

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser: (i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424; (ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant; (iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and (iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(5) To provide to the underwriter at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(6) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus as 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.

(7) 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.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Oakland, California on this 21st day of December 2015.

PULSE BIOSCIENCES, INC.

/s/ Darrin R. Uecker
Darrin R. Uecker,
President, Chief Executive Officer and Director
(Principal Executive Officer)

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Darrin R. Uecker and Brian B. Dow, and each of them, his true and lawful attorney-in-fact and agent, each with full power of substitution and re-substitution, severally, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement on Form S-1, any subsequent registration statements pursuant to Rule 462 of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof. This power of attorney may be executed in counterparts.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Darrin R. Uecker Darrin R. Uecker	President, Chief Executive Officer and Director *(Principal Executive Officer)*	December 21, 2015
/s/ Brian B. Dow Brian B. Dow	Chief Financial Officer, SVP Administration and Finance, Secretary & Treasurer *(Principal Financial and Principal Accounting Officer)*	December 21, 2015
/s/ Robert M. Levande Robert M. Levande	Director	December 21, 2015
/s/ Robert Greenberg, M.D. Robert Greenberg, M.D.	Director	December 21, 2015
/s/ Thierry Thaure Thierry Thaure	Director	December 21, 2015
/s/ Mitchell Levinson Mitchell Levinson	Director	December 21, 2015

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20150537500-58 Filing Date and Time 12/08/2015 1:45 PM Entity Number E0262842014-6

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Electroblate, Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

1. Name of corporation: Pulse Biosciences, Inc.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 59.7%

4. Effective date and time of filing: (optional) Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X Darrin Uecker, Chief Executive Officer

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 1-5-15

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

040104

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20140362915-33
	Filing Date and Time 05/19/2014 9:17 AM
	Entity Number E0262842014-6

Articles of Incorporation
(PURSUANT TO NRS CHAPTER 78)

USE BLACK INK ONLY - DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation: Electroblate, Inc.

2. Registered Agent for Service of Process: (check only one box)

[X] Commercial Registered Agent: CSC Services of Nevada, Inc. (Name)

[ ] Noncommercial Registered Agent (name and address below) *OR* [ ] Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Authorized Stock: (number of shares corporation is authorized to issue)

Number of shares *with par value:* 50,000,000 — Par value per share: $ 0.001 — Number of shares *without par value:* 0

4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)

1) Christopher A. Marlett (Name)
401 Wilshire Blvd. Suite 1020 | Santa Monica | CA | 90401. (Street Address | City | State | Zip Code)

2) Robert M. Levande (Name)
401 Wilshire Blvd. Suite 1020 | Santa Monica | CA | 90401 (Street Address | City | State | Zip Code)

5. Purpose: (optional; required only if Benefit Corporation status selected)

The purpose of the corporation shall be:
To engage in any lawful act or activity for which a corporation may be organized under Chapter 78 of NRS

6. Benefit Corporation: (see instructions) [ ] Yes

7. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

Elizabeth Li (Name) — X [signature] (Incorporator Signature)

437 Madison Avenue, 40th Floor | New York | NY | 10022 (Address | City | State | Zip Code)

8. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity.
CSC Services of Nevada, Inc.
X By: [signature] Kelli Short Asst Sec — 5/15/14
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date

This form must be accompanied by appropriate fees.

Attachment to the Articles of Incorporation of Electroblate, Inc.

Authorized Stock

The total number of shares of stock which the Corporation shall have the authority to issue is 50,000,000, which are divided into 45,000,000 shares of common stock, par value $0.001 per share, and 5,000,000 shares of preferred stock, par value $0.001 per share (**"Preferred Stock"**). The board of directors of the Corporation (the **"Board of Directors"**) is expressly granted authority to issue one or more series of Preferred Stock and with respect to any such series to fix by resolution or resolutions the numbers, powers, designations, preferences and relative, participating, optional or other rights, and such qualifications, limitations or restrictions thereof, including, but without limiting the generality of the foregoing, the following:

(i) The number of shares to constitute such series and the distinctive designations thereof;

(ii) The dividend rate to which such shares shall be entitled and the restrictions, limitations and conditions upon the payment of such dividends, whether dividends shall be cumulative, the date or dates from which dividends (if cumulative) shall accumulate and the dates on which dividends (if declared) shall be payable;

(iii) Whether or not the shares of such series shall be redeemable and, if so, the terms, limitations and restrictions with respect to such redemption, including without limitation the manner of selecting shares for redemption if less than all shares are to be redeemed, and the amount, if any, in addition to any accrued dividends thereon, which the holders of shares of such series shall be entitled to receive upon the redemption thereof, which amount may vary at different redemption dates and may be different with respect to shares redeemed through the operation of any purchase, retirement or sinking fund and with respect to shares otherwise redeemed;

(iv) The amount in addition to any accrued dividends thereon which the holders of shares of such series shall be entitled to receive upon the voluntary or involuntary liquidation, dissolution or winding up of the Corporation, which amount may vary at different dates and may vary depending on whether such liquidation, dissolution or winding up is voluntary or involuntary;

(v) Whether or not the shares of such series shall be subject to the operation of a purchase, retirement or sinking fund and, if so, the terms, limitations and restrictions with respect thereto, including without limitation whether such purchase, retirement or sinking fund shall be cumulative or non-cumulative, the extent to and the manner in which such fund shall be applied to the purchase, retirement or redemption of the shares of such series for retirement or to other corporate purposes and the terms and provisions relative to the operation thereof;

(vi) Whether or not the shares of such series shall have conversion privileges and, if so, prices or rates of conversion and the method, if any, of adjusting the same;

(vii) The voting powers, if any, of such series; and

(viii) Any other relative rights, preferences and limitations pertaining to such series.

Additional Director

Amy Wang, 401 Wilshire Blvd., Suite 1020, Santa Monica, CA 90401.

Indemnification

The Corporation shall have the power to indemnify and advance expenses to any person to the fullest extent permitted by the Nevada Revised Statutes Chapter 78 as it now exists or as it may hereafter be amended. The indemnification and advancement of expenses provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to persons who have ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such persons.

Director's Liability

To the fullest extent permitted by the Nevada Revised Statutes Chapter 78, as the same exists or may hereafter be amended, a director shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as director. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Exhibit 3.2

CORPORATE BY-LAWS

OF

Pulse Biosciences, Inc.

(A Nevada Corporation)

ARTICLE I – FORMATION

1.1 Legal Name. The legal name of the corporation is Pulse Biosciences, Inc., hereinafter referred to as "Corporation".

1.2 Legal Purpose. The Corporation has been formed for the following legal purpose: to engage in any lawful act or activity for which a corporation may be organized under Chapter 78 of Nevada Revised Statutes ("NRS").

1.3 Legal Jurisdiction. The Corporation is subject to the laws of the State of Nevada. If any provisions of these bylaws are inconsistent with statutes governing the formation and operation of a corporation within this jurisdiction, the laws of the State of Nevada shall control.

ARTICLE II – CORPORATE SEAL

2.1 Corporate Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words, "Corporate Seal, Nevada".

ARTICLE III – OFFICES

3.1 Registered Agent and Office. The registered office of the Corporation is located at 2215 Renaissance Dr. STE B, Las Vegas, NV 89119-6727 and the registered agent at the aforementioned address is c/o CSC Services of Nevada, Inc.

3.2 Principal Place of Business. The principal place of business of the Corporation located at California ("Principal Office").

3.3 Other Places of Business. The Corporation may have other such places of business within or outside the State of Nevada as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE IV – STOCKHOLDERS

4.1 Notice. Written notice of the annual meeting or any special meeting of stockholders shall be given to each stockholder entitled to vote thereat, not less than ten (10) nor more than sixty (60) days prior to meeting, except as otherwise required by statute, and shall state the time and place and, in the case of a special meeting, the purpose(s) of the meeting. Notice need not be given, however, to any stockholder who submits a signed waiver of notice, before or after the meeting, or who attends the meeting in person or who by proxy without objecting to the transaction of business.

4.2 Place of Meetings. Meetings of stockholders for any purpose may be held at such place or places, either within or without the State of Nevada as shall be designated by the Board of Directors, or any of the Officers with respect to meetings called by him or her.

4.3 Annual Meeting. The annual meeting of stockholders for the purpose of electing directors and for the transaction of such other business as may come before the meeting, shall be held on the anniversary date of the Corporation's incorporation, or at such other time as may be fixed by the Board of Directors or by any of the Officers. The election of the Board of Directors shall be an item on the agenda of the annual meeting of stockholders.

4.4 Special Meeting. Special meetings of stockholders may be called at any time by the Board of Directors or by any of the Officers.

4.5 Action by Stockholders Without a Meeting. Any action required or permitted to be taken at a meeting of stockholders may be taken without a meeting. The written consent of the stockholders, which may be executed in counterparts, shall be filed with the minutes of the Corporation.

4.6 Quorum for Meetings. At all meetings of stockholders, the holders representing a majority of stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any stockholder.

4.7 Presiding Officers at Meetings. The President and the Secretary of the Corporation shall act as President and Secretary of each stockholders' meeting unless the majority of the stockholders present at the meeting shall decide otherwise.

4.8 Voting. Stockholders shall be entitled one vote per share of stock. Stockholders may vote in person or by proxy at any meeting of stockholders. Any action required or permitted by stockholders at any annual or special meeting may also be taken by written consent in lieu of meeting.

4.9 Majority Rules and Election of Directors. At a duly called meeting at any meeting of stockholders with a quorum once present, a majority of the votes cast, whether in person or represented by proxy, shall decide any question or proposed action brought before such meeting, except for the election of Directors, who shall be elected by a plurality of the votes cast.

4.10 Consent in lieu of a Meeting. Stockholders can without a meeting undertake any business that would otherwise require a meeting if authorized by the written consent of stockholders holding a majority of voting power, unless state law or the Articles of Incorporation require a higher voting percentage. Written consent in lieu of a meeting shall take the form of a document signed by the stockholders setting forth the action taken. If the consent is less than unanimous, notice of the action taken shall be provided to stockholders who have not consented in writing.

4.11 Consents to Meetings. The actions undertaken at a meeting of stockholders, that was not properly called and noticed shall nevertheless be valid if: (a) a quorum was present in person or proxy, and (b) each of the stockholders entitled to vote and who were not present in person or by proxy sign a written waiver of notice or a consent to the holding of such meeting and the approval of the actions taken thereat.

All such waivers and consents must be filed in the corporate books and made part of the minutes of the corporate meeting therein. A stockholder's attendance of a meeting which was not properly called and noticed shall constitute a waiver of notice unless an objection is made on the record at the meeting.

4.12 Adjourned Meetings. Any meeting of stockholders may be adjourned to a designated time and place by a vote of a majority in interest of the stockholders present in person or by proxy and entitled to vote, even though less than a quorum is present, or by the President if a quorum of stockholders is not present. No notice of such adjourned meeting need be given, other than by announcement at the meeting at which adjournment is taken, and any business may be transacted at the adjourned meeting which might have been transacted at the meeting as originally called. However, if such adjournment is for more than thirty (30) days, or if after such adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder or record entitled to vote at such meeting.

4.13 Stockholders of Record.

(a) The Board of Directors shall fix a date by which all the stockholders of record at the close of that business day are entitled to exercise their rights. Those stockholders are entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to any corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action. Such a record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and shall not, with respect to stockholder meetings, be more than sixty (60) days nor less than ten (10) days before the date of such meeting, or, with respect to stockholder consents, more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

(b) If the Board of Directors does not fix a record date, the record date for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders shall be as of the close of business on the day next preceding the day on which notice of such meeting is given, or, if notice is waived as provided herein, on the day next preceding the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, where no prior action by the Board of Directors is necessary, shall be the close of business day on which the first signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation. The record date for determining stockholders for any other purpose shall be at the close of business on the day the resolution of the Board of Directors relating thereto is adopted.

ARTICLE V – DIRECTORS

5.1 Number of Directors. The Board shall consist of not less than one nor more than five members. The number of directors may be reduced or increased from time to time by action of a majority of the entire Board, but no decrease may shorten the term of an incumbent director. When used in these By-laws, the phrase “entire Board” means the total number of directors which the Corporation would have if there were no vacancies. The number of directors shall initially be three.

5.2 Standard of Care. Each Director shall perform his duties in good faith. Each Director shall execute all his or her duties through the use of the standard as to what in the Director’s opinion is in the best interests of the Corporation. In making all decisions, a Director shall utilize such reasonable care and inquiry as a reasonably prudent person in a like situation would employ.

5.3 Powers of the Board of Directors. The Board of Directors, unless a closely held corporate status is elected, is responsible for the management of the Corporation’s business and legal affairs. Towards this end, the Board of Directors will exercise all of the corporate powers to do such lawful acts which are not prohibited by either state law or the Articles of Incorporation.

5.4 Term of Office. The Directors named in the Certificate of Incorporation shall hold office until the annual meeting of stockholders next succeeding the filing of the Certificate of Incorporation, and until their successors are elected and qualified. The directors elected at the first annual meeting of stockholders and at each annual meeting thereafter shall hold office for one (1) year, and until their successors are elected and qualified.

5.5 Regular Meetings. A regular meeting of the Board of Directors for the purpose of electing officers and transacting such other business as may come before the meeting shall be held without notice immediately following and at the same place as the annual stockholders’ meeting. The Board of Directors may provide, by resolution, the place, day and hour for additional regular meetings which may be held without prior notice.

5.6 Special Meetings. Special meetings of the Board of Directors may be called by the President or any director. Written notice of any special meeting, specifying the time and place of the meeting and, at the option of the person calling the meeting, the purpose of the meeting, shall be given to each director at least two (2) days prior thereto. Such notice may be delivered by facsimile transmission.

5.7 Notice of Meeting; Waiver of Notice. Meetings of the Board of Directors shall be held at such place as shall be designated in the notice of meetings. Notice of any meeting need not be given to any director who signs a waiver of notice before or after the meeting.

5.8 Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

5.9 Action Without a Meeting. Any action required or permitted to be taken pursuant to authorization voted at a meeting of the Board of Directors may be taken without a meeting if, prior or subsequent to such action, all of the directors consent thereto in writing. Such written consents may be executed in counterparts, and shall be filed with the minutes of the Corporation.

5.10 Vacancies. Any vacancy in the Board of Directors, including a vacancy caused by an increase in the number of directors, may be filled by the affirmative vote of a majority of the directors, even though less than a quorum.

ARTICLE VI – OFFICERS

6.1 Election. At its regular meeting following the annual meeting of stockholders, the Board of Directors shall elect a President, a Treasurer, a Secretary, and such other officers or agents as it shall deem necessary or desirable. One person may hold two or more offices. Any officer may be removed by the Board of Directors with or without cause at any time.

6.2 Vacancies. Any vacancy occurring among the officers, however caused, may be filled by the Board of Directors for the unexpired portion of the term.

6.3 President. The President shall be the chief executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. Unless otherwise directed by the Board of Directors, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute, in the name of the Corporation, contracts or other instruments in the regular course of business, or contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the Board of Directors. The President shall have the general powers and duties of management usually vested in the office of the President of a corporation.

6.4 Vice President. If any are elected, the Vice President(s) shall perform such duties and have such authority as may be delegated to them from time to time by the President or by the Board of Directors. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice President(s), in order assigned, shall perform the duties and be vested with the authority of the President.

6.5 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, shall keep regular books of account for the corporation and shall perform such other duties and possess such other powers as are incident to the office of treasurer or as shall be assigned by the President or by the Board of Directors.

6.6 Secretary. The Secretary shall cause notices of all meetings to be served as prescribed in these by-laws or by statute, shall keep or cause to be kept the minutes of all meetings of the stockholders and of the Board of Directors, shall have charge of the corporate records and seal of the corporation and shall keep a register of the post office address of each stockholder. The Secretary shall perform such other duties as are consistent with the office of Secretary or as assigned by the President or the Board of Directors.

ARTICLE VII – EXECUTION OF DOCUMENTS

7.1 Commercial Paper. All checks, notes, drafts and other commercial paper of the Corporation shall be signed by the President or any Vice President of the Corporation or by such other person or persons as the board of Directors may from time to time designate.

7.2 Other Instruments. All contracts, deeds, mortgages and other documents and instruments shall be executed by the President or any Vice President of the Corporation, and, if deemed necessary or advisable, by the Secretary, or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII – FISCAL YEAR

8.1 Fiscal Year. The fiscal year of the Corporation shall be the same as the calendar year unless the Board of Directors shall otherwise direct.

ARTICLE IX – CERTIFICATES FOR SHARES OF STOCK

9.1 Stock. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the President or a Vice President and by the Treasurer or the Secretary of the Corporation, certifying the number of shares owned by him or her or it in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences, and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restriction of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, or in lieu of the foregoing requirements, if permitted by the NRS, there may be set

forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. Shares of the Corporation's capital stock may also be evidenced by registration in the holder's name in uncertificated, book-entry form on the books of the Corporation in accordance with a direct registration system, including those approved by the Securities and Exchange Commission and by any securities exchange on which the stock of the Corporation may from time to time be traded.

9.2 Fixing Record Date. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to or dissent from any proposal without any meeting or for the purpose of determining stockholders entitled to receive payment of any dividend or allotment of any right, or in order to make a determination of stockholders for any other purpose, the Board of Directors may fix, in advance, a date as the record date for any such determination of stockholders. Such date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

ARTICLE X – DIVIDENDS

10.1 Dividends. The Board of Directors may from time to time declare, and the corporation may pay dividends or make other distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Certificate of Incorporation or by statute.

ARTICLE XI – INDEMNIFIATION

11.1 Indemnification. Any corporate agent shall be indemnified by the Corporation to the full extent permitted by law in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent. Any corporate agent may be insured by insurance purchased by and maintained by the Corporation against any expenses incurred in any proceeding and any liability asserted against him in his capacity as corporate agent, whether or not the Corporation would have the power to indemnify him against such liability.

11.2 Definitions. For purposes of this Article XI, the following definitions shall apply:

(a) "Corporate Agent" shall mean any person who is or was a director, officer, employee or agent of the Corporation or any constituent corporation absorbed by the Corporation in consolidation or merger on any person who is or was a director, officer, trustee, employee or agent of any other enterprise, serving as such constituent corporation, or the legal representative of any such director, officer, trustee, employee or agent. Furthermore, any corporate agent also serving as a "fiduciary" of an employee

benefit plan governed by the Act of Congress entitled “Employee Retirement Income Security Act of 1974” (ERISA) as amended from time to time, shall serve in such capacity as a corporate agent, if the Corporation shall have requested any such person to serve. The Corporation shall be deemed to have requested such person to serve as fiduciary of any employee benefit plan, only where the performance of such person of his duties to the Corporation also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan.

(b) “Other Enterprises” shall mean any domestic or foreign corporation other than the Corporation, and any partnership, joint venture, sole proprietorship, trust or other enterprise (including employee benefit plans governed by ERISA), whether or not for profit served by a corporate agent.

ARTICLE XII – LOANS TO AND GUARANTEES OF OBLIGATIONS OF OFFICERS, DIRECTORS AND EMPLOYEES

12.1 Loans to Guarantees. The Corporation may not lend money to, or guarantee any obligation of, or otherwise assist, any director, officer or other employee of the Corporation or of any subsidiary.

ARTICLE XIII – AMENDMENTS

13.1 Amendments. These by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of the votes cast at any regular or special meeting of the stockholders, if notice of the proposed alteration or amendment be contained in the notice of meeting, or by a majority of the Board of Directors, unless the resolution of the stockholders adopting the by-laws expressly reserves to the stockholders the right to amend it, at a regular meeting or at a special meeting called for that purpose.

Exhibit 4.2

Execution Copy

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS AGREEMENT NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER SUCH ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE COMPANY REQUESTS, DELIVERY TO THE COMPANY OF AN OPINION REASONABLY SATISFACTORY TO THE COMPANY AS TO THE APPLICABILITY OF SUCH EXEMPTION, RENDERED BY COUNSEL TO THE HOLDER REASONABLY ACCEPTABLE TO THE COMPANY UNLESS SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

ELECTROBLATE, INC.

WARRANT TO PURCHASE COMMON STOCK

Warrant No.: 2
Date of Issuance: November 6, 2014 ("**Issuance Date**")

Electroblate, Inc., a Delaware corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MDB Capital Group, LLC, the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, upon exercise of this Warrant (including any Warrants to purchase Common Stock issued in exchange, transfer or replacement hereof, the "**Warrant**"), at any time or times on or after the date hereof (the "**Vesting Date**"), but not after 11:59 p.m., New York time, on the Expiration Date (as defined below), such number of fully paid and non-assessable shares of Common Stock (the "**Warrant Shares**") as set forth herein in Section 1(c), subject to adjustment as herein provided. Except as otherwise defined herein, capitalized terms in this Warrant shall have the meanings set forth in Section 17. This Warrant has been issued in connection with that certain Engagement Letter for Investment Banking Services dated as of September 30, 2014 by and between MDB Capital Group LLC ("**MDB**") and the Company (the "**Engagement Letter**") and the completion of a private placement of 2,996,254 shares of Common Stock by the Company through the services of MDB as placement agent.

1. EXERCISE OF WARRANT.

(a) Mechanics of Exercise. Subject to the terms and conditions hereof (including, without limitation, the limitations set forth in Section 1(g)), this Warrant may be exercised by the Holder on any day on or after the Vesting Date, in whole or in part, by delivery to the Company of a notice, in the form attached hereto as **Exhibit A** (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant. Within one (1) Trading Day following an exercise of this Warrant as aforesaid, the Holder shall deliver payment to the Company of an amount equal to the Exercise Price (as defined below) multiplied by the number of Warrant Shares as to which this Warrant was so exercised (the "**Aggregate Exercise Price**") in cash or via wire transfer of immediately available funds if the Holder did not notify the Company in such Exercise Notice that the exercise was made pursuant to a Cashless Exercise (as defined in Section 1(e)). The Holder shall not be required to deliver the original of this Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original of this Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. Execution and delivery of an Exercise Notice for all of the then-remaining Warrant Shares shall have the same effect as cancellation of the original of this Warrant after delivery of the Warrant Shares in accordance with the terms hereof. Notwithstanding the foregoing, if all or any portion of this Warrant is cancelled, the Holder will promptly deliver this Warrant to the Company upon request (and in exchange for a replacement Warrant in the event of partial cancellation as provided herein). Promptly, and in any event with in three (3) Trading Days, after receipt of fully-completed and executed Exercise Notice, together with the Aggregate Exercise Price if applicable, the Company shall transmit by facsimile an acknowledgment of confirmation of receipt of the Exercise Notice, in the form attached hereto as **Exhibit B**, to the Holder and the Company's transfer agent (the "**Transfer Agent**"), unless the Company is acting as its own transfer agent, and, further, shall (X) if the Transfer Agent is participating in The Depository Trust Company ("**DTC**") Fast Automated Securities Transfer Program, upon the request of the Holder, credit such aggregate number of shares of Common Stock to which the Holder is entitled pursuant to such exercise to the Holder's or its designee's balance account with DTC through its Deposit/ Withdrawal at Custodian system, or (Y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the Holder or, at the Holder's instruction pursuant to the Exercise Notice, to any designee of the Holder to whom the Holder is permitted to transfer this Warrant, or any agent thereof, in each case to the address as specified in the applicable Exercise Notice, a certificate, registered in the Company's share register in the name of the Holder or such designee (as indicated in the applicable Exercise Notice), for the number of shares of Common Stock to which the Holder is entitled pursuant to such exercise. Upon delivery of the executed Exercise Notice and payment of the Aggregate Exercise Price if applicable, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are credited to the Holder's DTC account or the date of delivery of the certificates evidencing such Warrant Shares (as the case may be). If this Warrant is submitted in connection with any exercise pursuant to this Section and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Holder may surrender this Warrant to the Company, whereupon the Company shall promptly, but in no event later than five (5) Business Days, after such exercise and at its own expense, issue and deliver to the Holder (or its designee) a new Warrant (in accordance with Section 7(d)) representing the right to purchase

the number of Warrant Shares purchasable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised. No fractional shares of Common Stock are to be issued upon the exercise of this Warrant, but rather the number of shares of Common Stock to be issued shall be rounded up to the nearest whole number.

(b) Exercise Price. For purposes of this Warrant, the "**Exercise Price**" will be $2.67 per share (the "**Exercise Price**").

(c) Number of Shares. The Warrant Shares subject to this Warrant shall be 158,801 shares of Common Stock.

(d) Company's Failure to Timely Deliver Securities. If within three (3) Trading Days after the Company's receipt of the applicable Exercise Notice and receipt of the applicable Aggregate Exercise Price if the Holder did not notify the Company in such Exercise Notice that such exercise was made pursuant to a Cashless Exercise, the Company shall fail to issue and deliver a certificate to the Holder and register such shares of Common Stock on the Company's share register or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be), and if on or after such third (3rd) Trading Day the Holder (or any other Person in respect, or on behalf, of the Holder) purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such exercise that the Holder so anticipated receiving from the Company, then, in addition to all other remedies available to the Holder, the Company shall, within four (4) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of the Holder) (the "**Buy-In Price**"), at which point the Company's obligation to so issue and deliver such certificate or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to the Holder a certificate or certificates representing such shares of Common Stock or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon the Holder's exercise hereunder (as the case may be) and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Exercise Notice and ending on the date of such issuance and payment under this clause (ii).

(e) Cashless Exercise. Notwithstanding anything contained herein to the contrary (other than Section 1(f)), whether or not at the time of such exercise a registration statement is effective (or the prospectus contained therein is available for use) for the resale by the Holder of all of the Warrant Shares, then the Holder may, in its sole discretion, exercise this Warrant in whole or in part and, in lieu of making the cash payment otherwise contemplated to be made to

the Company upon such exercise in payment of the Aggregate Exercise Price, elect instead to receive upon such exercise the "Net Number" of shares of Common Stock determined according to the following formula (a "**Cashless Exercise**"):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A= the total number of shares with respect to which this Warrant is then being exercised.

B= as applicable: (i) the Closing Sale Price of the Common Stock on the Trading Day immediately preceding the date of the applicable Exercise Notice if such Exercise Notice is (1) both executed and delivered pursuant to Section 1(a) on a day that is not a Trading Day or (2) both executed and delivered pursuant to Section 1(a) on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b)(64) of Regulation NMS promulgated under the federal securities laws) on such Trading Day; (ii) the Bid Price of the Common Stock as of the time of the Holder's execution of the applicable Exercise Notice if such Exercise Notice is executed during "regular trading hours" on a Trading Day and is delivered within two (2) hours thereafter pursuant to Section 1(a); or (iii) the Closing Sale Price of the Common Stock on the date of the applicable Exercise Notice if the date of such Exercise Notice is a Trading Day and such Exercise Notice is both executed and delivered pursuant to Section 1(a) after the close of "regular trading hours" on such Trading Day.

C= the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

(f) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the number of Warrant Shares to be issued pursuant to the terms hereof, the Company shall promptly issue to the Holder the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 14.

(g) Insufficient Authorized Shares. The Company shall at all times keep reserved for issuance under this Warrant a number of shares of Common Stock as shall be necessary to satisfy the Company's obligation to issue shares of Common Stock hereunder (without regard to any limitation otherwise contained herein with respect to the number of shares of Common Stock that may be acquirable upon exercise of this Warrant). If, notwithstanding the foregoing, and not in limitation thereof, the Company at any time does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon exercise of this Warrant, then the Company shall promptly take all action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve the number of shares necessary to satisfy the Company's obligations hereunder. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of the failure to have sufficient authorized shares to permit the

exercise of this Warrant ("**Authorized Share Failure**"), but in no event later than seventy (70) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal.

(h) Registration Rights Agreement. Concurrently with the execution of this Warrant, the Holder and the Company are entering into a registration rights agreement.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. In addition to the adjustments set forth in Section 1, the Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 2.

(a) Stock Dividends and Splits. Without limiting any provision of Section 2 or Section 4, if the Company, at any time on or after the date hereof while this Warrant remains outstanding, (i) pays a stock dividend on one or more classes of its then outstanding shares of Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its then outstanding shares of Common Stock into a larger number of shares or (iii) combines (by combination, reverse stock split or otherwise) one or more classes of its then outstanding shares of Common Stock into a smaller number of shares, then in each such case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event. Any adjustment made pursuant to clause (i) of this paragraph shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution, and any adjustment pursuant to clause (ii) or (iii) of this paragraph shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this paragraph occurs during the period that an Exercise Price is calculated hereunder, then the calculation of such Exercise Price shall be adjusted appropriately to reflect such event.

(b) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to paragraph (a) of this Section 2, the number of Warrant Shares that may be purchased upon exercise of this Warrant shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment (without regard to any limitations on exercise contained herein).

(c) Other Events. In the event that the Company (or any subsidiary or affiliate of the Company) shall take any action to which the provisions hereof are not strictly applicable, or, if applicable, would not operate to protect the Holder from dilution or if any event occurs of the type contemplated by the provisions of this Section 2 (i.e., proportional adjustments to reflect changes in the Company's capital structure, but not anti-dilution protections based on the

issuance price of new securities) but not expressly provided for by such provisions (including, without limitation, the granting of stock appreciation rights, phantom stock rights or other rights with equity features, an "**Other Adjustment Event**"), then the Company's board of directors shall in good faith determine and implement an appropriate adjustment in the Exercise Price and the number of Warrant Shares (if applicable) so as to protect the rights of the Holder, provided that no such adjustment pursuant to this Section 2(d) will increase the Exercise Price or decrease the number of Warrant Shares as otherwise determined pursuant to this Section 2, provided further that if the Holder does not reasonably accept such adjustments as appropriately protecting its interests hereunder against such dilution, then the Company's board of directors and the Holder shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such appropriate adjustments, whose determination shall be final and binding and whose fees and expenses shall be borne by the Company unless such adjustment, as finally determined by such investment bank, is within three percent (3%) of the Company's originally proposed adjustment, in which case such fees and expenses shall be borne by the Holder. For the avoidance of doubt, an "**Other Adjustment Event**" shall not include a bona fide financing transaction in which the Company sells its securities for the principal purpose of raising working capital or other operating capital or any issuance or grant to an employee, director or consultant of the Company (or any subsidiary or affiliate of the Company) under an incentive stock plan approved by the board of directors of the Company.

(d) Calculations. All calculations under this Section 2 shall be made by rounding to the nearest cent or the nearest 1/100th of a share, as applicable. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

3. RIGHTS UPON DISTRIBUTION OF ASSETS. In addition to any adjustments pursuant to Section 2 above, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "**Distribution**"), at any time after the issuance of this Warrant while this Warrant remains outstanding, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

4. PURCHASE RIGHTS; FUNDAMENTAL TRANSACTIONS.

(a) Purchase Rights. In addition to any adjustments pursuant to Section 2 above, if at any time while this Warrant remains outstanding the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "**Purchase Rights**"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights,

the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(b) Fundamental Transactions. At the request of the Holder in its sole discretion delivered at any time commencing on the earliest to occur of (x) the public disclosure of any Fundamental Transaction, (y) the consummation of any Fundamental Transaction and (z) the Holder first becoming aware of any Fundamental Transaction, but only prior to the consummation of an Initial Public Offering, the Company or the Successor Entity (as the case may be) shall purchase this Warrant from the Holder on the closing of the Fundament Transaction by paying to the Holder cash in an amount equal to the fair market value of this Warrant as of the closing of the Fundamental Transaction, as mutually agreed to by the Company's Board of Directors and the Holder in good faith; provided, however, that if the Company's Board of Directors and the Holder cannot mutually agree on such fair market value prior to the closing of the Fundamental Transaction, then the Company's Board of Directors and the Holder shall continue in good faith to negotiate to reach such an agreement for ten (10) Business Days, and then only if after such negotiation they remain unable to so agree, the Company or the Successor Entity (as the case may be) shall pay to the Holder cash in an amount equal to the Black Scholes Value as of the closing of the Fundamental Transaction, taking into account the terms of the Fundamental Transaction as completed.

(c) Application. The provisions of this Section 4 shall apply similarly and equally to successive Fundamental Transactions while this Warrant is outstanding and shall be applied as if this Warrant (and any such subsequent warrants) were fully exercisable and without regard to any limitations on the exercise of this Warrant (other than the Expiration Date).

5. NONCIRCUMVENTION. The Company shall not, by amendment of its articles of incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme, arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all the provisions of this Warrant and take all action as may be required to protect the rights of the Holder against impairment.

6. WARRANT HOLDER NOT DEEMED A STOCKHOLDER. Except as otherwise specifically provided herein, the Holder, solely in its capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of share capital of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in its capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which it is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such

liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 6, so long as this Warrant is outstanding, the Company shall provide the Holder with copies of the same notices and other information given to the stockholders of the Company generally, contemporaneously with the giving thereof to the stockholders.

7. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. If this Warrant is to be transferred, the Holder shall surrender this Warrant to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 7(d)), registered in the name of the transferee, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 7(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred. The rights and obligations of the Registration Rights Agreement may be assigned and transferred with any transfer of this Warrant. For the abundance of clarity, there is no restriction on the assignment and transfer of this Warrant and the Registration Rights Agreement, other than as provided by law, rule and regulation and any specific agreements between the Holder and the Company.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 7(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 7(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, no warrants for fractional shares of Common Stock shall be given.

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 7(a) or Section 7(c), the Warrant Shares designated by the Holder which, when added to the number of shares of Common Stock underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant.

8. COMPLIANCE WITH THE SECURITIES ACT.

(a) Agreement to Comply with the Securities Act; Legends. The Holder, by acceptance of this Warrant, agrees to comply in all respects with the provisions of this Section 8 and the restrictive legend requirements set forth on the face of this Warrant and further agrees that such Holder shall not offer, sell or otherwise dispose of this Warrant or any Warrant Shares to be issued upon exercise hereof except under circumstances that will not result in a violation of the Securities Act of 1933, as amended (the "**Securities Act**"). This Warrant and all Warrant Shares issued upon exercise of this Warrant (unless registered under the Securities Act) shall be stamped or imprinted with a legend in substantially the following form (in addition to any legends required by the Stockholders Agreement, the Proxy or applicable law):

"THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER ANY STATE OR FOREIGN SECURITIES LAWS AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) A REGISTRATION STATEMENT COVERING SUCH SHARES IS EFFECTIVE UNDER THE ACT AND IS QUALIFIED UNDER APPLICABLE STATE AND FOREIGN LAW OR (II) THE TRANSACTION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS UNDER THE ACT AND THE QUALIFICATION REQUIREMENTS UNDER APPLICABLE STATE AND FOREIGN LAW AND, IF THE CORPORATION REQUESTS, AN OPINION SATISFACTORY TO THE CORPORATION TO SUCH EFFECT HAS BEEN RENDERED BY COUNSEL OR (III) SUCH SECURITIES ARE SOLD OR ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER THE ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

(b) Representations of the Holder. In connection with the issuance of this Warrant, the Holder specifically represents, as of the date hereof, to the Company by acceptance of this Warrant as follows:

(i) The original Holder is an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act. The Holder is acquiring this Warrant and the Warrant Shares to be issued upon exercise hereof for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of this Warrant or the Warrant Shares, except pursuant to sales registered or exempted under the Securities Act.

(ii) The Holder understands and acknowledges that this Warrant and the Warrant Shares to be issued upon exercise hereof are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, the Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

9. NOTICES. The Company will give notice to the Holder (i) promptly upon each adjustment of the Exercise Price and the number of Warrant Shares, setting forth in reasonable detail, and certifying, the calculation of such adjustment(s) and (ii) at least fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the shares of Common Stock, (B) with respect to any grants, issuances or sales of any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property to holders of shares of Common Stock or (C) for determining rights to vote with respect to any Fundamental Transaction, dissolution or liquidation, provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided to the Holder and (iii) at least ten (10) Trading Days prior to the consummation of any Fundamental Transaction. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any of its subsidiaries, while the Company is an issuer reporting under the Federal securities laws, the Company shall simultaneously file such notice with the Securities Exchange Commission pursuant to a Current Report on Form 8-K.

Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, if delivered personally; (ii) when sent, if sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) when sent, if sent by e-mail by the sending party and the sending party does not receive an automatically generated message from the recipient's e-mail server that such e-mail could not be delivered to such recipient, *provided* that such sent e-mail is kept on file (whether electronically or otherwise), and either (A) a copy of the relevant notice is sent on the same day as such sent email in accordance with clause (i), (ii) or (iv) of this paragraph or (B) an authorized representative of the Company affirmatively acknowledges receipt of such email by reply email or other written communication) and (iv) if sent by overnight courier service, one (1) Trading Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

Electroblate, Inc.
401 Wilshire Boulevard, Suite 1020
Santa Monica, CA 90401
Attention: Chief Executive Officer

If to a Holder, to its address, facsimile number or e-mail address set forth herein or on the books and records of the Company.

Or, in each of the above instances, to such other address, facsimile number or e-mail address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (C) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iv) above, respectively.

10. AMENDMENT AND WAIVER. Except as otherwise provided herein, this Warrant may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by the Company or the Holder of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Warrant shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. SEVERABILITY. If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

12. GOVERNING LAW. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Nothing contained herein shall be deemed or operate to preclude either party from bringing suit or taking other legal action against the other party in any

other jurisdiction to enforce a judgment or other court ruling in favor of the such party. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

13. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

14. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price, the Closing Sale Price, the Bid Price, Black Scholes Value or fair market value (other than fair market value of this Warrant in connection with Holder's exercise of its rights under Section 4(b) in which case the fair market value shall be the Black Scholes Value) or the arithmetic calculation of the Warrant Shares, as the case may be, the Company or the Holder (as the case may be) shall submit the disputed determinations or arithmetic calculations (as the case may be) via facsimile (i) within two (2) Business Days after receipt of the applicable notice giving rise to such dispute to the Company or the Holder (as the case may be) or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Company are unable to agree upon such determination or calculation (as the case may be) of the Exercise Price, the Closing Sale Price, the Bid Price, Black Scholes Value or fair market value (other than fair market value of this Warrant in connection with Holder's exercise of its rights under Section 4(b) in which case the fair market value shall be the Black Scholes Value) or the number of Warrant Shares (as the case may be) within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Company or the Holder (as the case may be), then the Company shall, within two (2) Business Days submit via facsimile (a) the disputed determination of the Exercise Price, the Closing Sale Price, the Bid Price, Black Scholes Value or fair market value (as the case may be) to an independent, reputable investment bank selected by the Company and reasonably acceptable to the Holder or (b) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause the investment bank or the accountant (as the case may be) to perform the determinations or calculations (as the case may be) and notify the Company and the Holder of the results as soon as reasonably practicable. Such investment bank's or accountant's determination or calculation (as the case may be) shall be binding upon all parties absent demonstrable error. The fees and expenses of the investment bank or the accountant shall be borne by the Company unless the number is question, as finally determined by such investment bank or accountant, is within three percent (3%) of the Company's originally proposed number, in which case such fees and expenses shall be borne by the Holder.

15. REMEDIES, CHARACTERIZATION, BREACHES AND INJUNCTIVE RELIEF. The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available at law or in equity. Each party acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the other party and that the remedy at law for any such breach may be inadequate. The Company covenants to the Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts

set forth or provided for herein with respect to payments, exercises and the like (and the computation thereof) shall be the amounts to be received by the Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). Each party therefore agrees that, in the event of any such breach or threatened breach, the other party shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required. The Company shall provide all information and documentation to the Holder that is requested by the Holder to enable the Holder to confirm the Company's compliance with the terms and conditions of this Warrant.

16. TRANSFER. This Warrant may be offered for sale, sold, transferred or assigned without the consent of the Company, subject to compliance with Section 8, other applicable law and the Stockholders Agreement. The issuance of shares and certificates for shares as contemplated hereby upon the exercise of this Warrant shall be made without charge to the Holder or such shares for any issuance tax or other costs in respect thereof, provided that the Company shall not be required to pay any tax (a) based upon the net income of the Holder or (b) that may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than the Holder or its agent on its behalf.

17. CERTAIN DEFINITIONS. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "**Bid Price**" means, for any security as of the particular time of determination, the bid price for such security on the Principal Market as reported by Bloomberg as of such time of determination, or, if the Principal Market is not the principal securities exchange or trading market for such security, the bid price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg as of such time of determination, or if the foregoing does not apply, the bid price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg as of such time of determination, or, if no bid price is reported for such security by Bloomberg as of such time of determination, the average of the bid prices of any market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc. (formerly Pink Sheets LLC) as of such time of determination. If the Bid Price cannot be calculated for a security as of the particular time of determination on any of the foregoing bases, the Bid Price of such security as of such time of determination shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(b) "**Black Scholes Value**" means the value of the unexercised portion of this Warrant remaining on the date of the Holder's request pursuant to Section 4(b), which value is calculated using the Black Scholes Option Pricing Model obtained from the "OV" function on Bloomberg utilizing (i) an underlying price per share equal to the greatest of (1) the sum of the price per share being offered in cash in the applicable Fundamental Transaction (if any) plus the value of the non-cash consideration being offered in the applicable Fundamental Transaction (if any) and (2) without limiting clause (1) above, if the applicable Fundamental Transaction results

from a sale of all or substantially all of the assets of the Company or any of its Subsidiaries, a price per share equal to the quotient of (A) the sum of (X) the total consideration (including, without limitation, cash and non-cash consideration, the assumption of indebtedness and other amounts, earn-outs and contingent consideration) offered in the applicable Fundament Transaction plus (Y) the aggregate amount of cash then held by the Company and its Subsidiaries divided by (B) the total number of shares of Common Stock outstanding on the earlier to occur of the date of the Holder's request pursuant to Section 4(b) and the date of consummation of the applicable Fundamental Transaction, (ii) a strike price equal to the Exercise Price in effect on the date of the Holder's request pursuant to Section 4(b), (iii) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the greater of (1) the remaining term of this Warrant as of the date of the Holder's request pursuant to Section 4(b) and (2) the remaining term of this Warrant as of the date of consummation of the applicable Fundamental Transaction or as of the date of the Holder's request pursuant to Section 4(b) if such request is prior to the date of the consummation of the applicable Fundamental Transaction and (iv) an expected volatility equal to the greater of 100% and the 100 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 365 day annualization factor) as of the Business Day immediately following the earliest to occur of (x) the public disclosure of the applicable Fundamental Transaction, (y) the consummation of the applicable Fundamental Transaction and (z) the date on which the Holder first became aware of the applicable Fundamental Transaction.

(c) "**Bloomberg**" means Bloomberg, L.P.

(d) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(e) "**Closing Sale Price**" means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing does not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no last trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the "pink sheets" by OTC Markets Group Inc. (formerly Pink Sheets LLC). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 14. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

(f) "**Common Stock**" means (i) the Company's shares of common stock, $0.001 par value per share, and (ii) any capital stock into which such common stock shall have been changed or any share capital resulting from a reclassification of such common stock.

(g) "**Convertible Securities**" means any stock or other security (other than Options) that is at any time and under any circumstances, directly or indirectly, convertible into, exercisable or exchangeable for, or which otherwise entitles the holder thereof to acquire, any shares of Common Stock.

(h) "**Expiration Date**" means the date that is the seventh (7^{th}) anniversary of the Issuance Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next date that is not a Holiday.

(i) "**Fundamental Transaction**" means that (i) the Company or any of its Subsidiaries shall, directly or indirectly, in one or more related transactions, (1) consolidate or merge with or into (whether or not the Company or any of its Subsidiaries is the surviving corporation) any other Person, or (2) sell, lease, license, assign, transfer, convey or otherwise dispose of all or substantially all of its respective properties or assets to any other Person, or (3) allow any other Person to make a purchase, tender or exchange offer that is accepted by the holders of more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the Person or Persons making or party to, or associated or affiliated with the Persons making or party to, such purchase, tender or exchange offer), or (4) consummate a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with any other Person whereby such other Person acquires more than 50% of the outstanding shares of Voting Stock of the Company (not including any shares of Voting Stock of the Company held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination), or (5) (I) reorganize, recapitalize or reclassify the Common Stock, (II) effect or consummate a stock combination, reverse stock split or other similar transaction involving the Common Stock or (III) make any public announcement or disclosure with respect to any stock combination, reverse stock split or other similar transaction involving the Common Stock (including, without limitation, any public announcement or disclosure of (x) any potential, possible or actual stock combination, reverse stock split or other similar transaction involving the Common Stock or (y) board or stockholder approval thereof, or the intention of the Company to seek board or stockholder approval of any stock combination, reverse stock split (other than the Authorized Reverse Split) or other similar transaction involving the Common Stock), or (ii) any "person" or "group" (as these terms are used for purposes of Sections 13(d) and 14(d) of the 1934 Act and the rules and regulations promulgated thereunder) is or shall become the "beneficial owner" (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of 50% of the aggregate ordinary voting power represented by issued and outstanding Voting Stock of the Company.

(j) "**Initial Public Offering**" means an offering in any amount or number by the Company of its Common Stock, excluding any overallotment option, which is an underwritten firm commitment offering through a registered broker-dealer, in the United States.

(k) "**Options**" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities.

(l) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.

(m) "**Principal Market**" means the a national securities exchange in the United States or a recognized United States trading medium which provides daily reports of the prices at which securities are offered and traded.

(n) "**Registration Rights Agreement**" means the registration rights agreement entered into on even date herewith for the benefit of the Holder or Holders.

(o) "**Securities Purchase Agreement**" means that certain agreement to purchase shares of Common Stock, which agreement is between the investors in the offering of the shares of Common Stock on the one hand and the Company on the other hand, entered into on or about November 6, 2014.

(p) "**Successor Entity**" means the Person (or, if so elected by the Holder) formed by, resulting from or surviving any Fundamental Transaction or the Person (or, if so elected by the Holder) with which such Fundamental Transaction shall have been entered into.

(q) "**Trading Day**" means, as applicable, (x) with respect to all price determinations relating to the Common Stock, any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded, provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time) unless such day is otherwise designated as a Trading Day in writing by the Holder or (y) with respect to all determinations other than price determinations relating to the Common Stock, any day on which The New York Stock Exchange (or any successor thereto) is open for trading of securities.

(r) "**Voting Stock**" of a Person means capital stock of such Person of the class or classes pursuant to which the holders thereof have the general voting power to elect, or the general power to appoint, at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time capital stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

IN WITNESS WHEREOF, the Company has caused this Warrant to purchase Common Stock to be duly executed as of the Issuance Date set out above.

ELECTROBLATE, INC.

By: /s/ Gary Schuman
Name: Gary Schuman
Title: Chief Financial Officer

EXHIBIT A

EXERCISE NOTICE

TO BE EXECUTED BY THE REGISTERED HOLDER TO EXERCISE THIS WARRANT TO PURCHASE COMMON STOCK

ELECTROBLATE INC.

The undersigned holder hereby exercises the right to purchase _____ of the shares of Common Stock ("**Warrant Shares**") of Electroblate, Inc., a Nevada corporation (the "**Company**"), evidenced by the Warrant to purchase Common Stock (the "**Warrant**"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. Form of Exercise Price. The Holder intends that payment of the Exercise Price shall be made as:

_____ a "Cash Exercise" with respect to _____ Warrant Shares; and/or

_____ a "Cashless Exercise" with respect to _____ Warrant Shares.

In the event that the Holder has elected a Cashless Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder hereby represents and warrants that (i) this Exercise Notice was executed by the Holder at _____ [a.m.][p.m.] on the date set forth below and (ii) if applicable, the Bid Price as of such time of execution of this Exercise Notice was $_____.

2. Payment of Exercise Price. In the event that the Holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the Holder shall pay the Aggregate Exercise Price in the sum of $_____ to the Company in accordance with the terms of the Warrant.

3. Delivery of Warrant Shares. The Company shall deliver to Holder, or its designee or agent as specified below, _____ Warrant Shares in accordance with the terms of the Warrant. Delivery shall be made to Holder, or for its benefit, to the following address:

_____
_____
_____
_____

Date: _____ __, _____

_____
Name of Registered Holder

By: _____
Name:
Title:

EXHIBIT B

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs _____ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated _____, 20__, from the Company and acknowledged and agreed to by _____.

ELECTROBLATE, INC.

By: _____
Name:
Title:

Exhibit 10.1

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made as of the _____ day of _____, 201_____ by and between Electroblate, Inc.**,** a Nevada corporation ("Company"), and _____ (the "Indemnitee").

RECITALS

A. The Indemnitee is to serve as an officer, director , employee and/or agent of the Company or the Company's subsidiaries and the Company desires the Indemnitee to serve in those capacities. The Indemnitee is willing, subject to certain conditions including, without limitation, the execution and performance of this Agreement by the Company, to continue to serve in those capacities.

B. In addition to any other rights of indemnification to which the Indemnitee is entitled by reason of serving as an officer, director, employee and/or agent of the Company or the Company's subsidiaries, the Company may obtain, at its sole expense, insurance protecting the Company and its subsidiaries and their respective officers, directors, employees and agents, including the Indemnitee, against certain losses arising out of actual or threatened actions, suits, or proceedings to which such persons may be made or threatened to be made parties. However, as a result of circumstances having no relation to, and beyond the control of, the Company and the Indemnitee, the scope of that insurance may hereafter be reduced and there can be no assurance of the continuation or renewal of that insurance. A copy of the Directors and Officers insurance policy will be given to each Indemnitee upon renewal and/or request. The Company will notify the Indemnitee upon notification from the insurance company should the policy be cancelled or not renewed.

Accordingly, and in order to induce the Indemnitee to continue to serve the Company and its subsidiaries in the Indemnitee's present capacities, the Company and the Indemnitee agree as follows:

(a) Initial Indemnity. The Company shall indemnify the Indemnitee, if or when the Indemnitee is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (collectively, "Action"), whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company), by reason of the fact that the Indemnitee is or was an officer, employee or agent of the Company or is or was serving at the request of the Company as a trustee, director, officer, employee, member, manager or agent of a corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, or by reason of any action alleged to have been taken or omitted in any such capacity, against (i) any and all reasonable costs, charges and expenses (including, without limitation, reasonable fees and expenses of attorneys and/or others; all such costs, charges and expenses being herein jointly referred to as "Expenses"), and (ii) any and all judgments, fines, damages, liabilities, losses, penalties and excise taxes and amounts paid in settlement of any such Action ("Other Payments"), in each instance actually incurred or paid by the Indemnitee in connection with such Action including any appeal of or from any judgment or decision, *unless* it is proved by clear and convincing evidence in a

court of competent jurisdiction that the Indemnitee's action or failure to act involved an act or omission deliberately undertaken in a manner opposed to the best interests of the Company. In addition, with respect to any criminal investigation, action or proceeding, the Company shall indemnify the Indemnitee against Expenses and Other Payments *unless* the Indemnitee is determined, by a court of competent jurisdiction to have had no reasonable cause to believe the Indemnitee's conduct was lawful. The termination of any Action by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the Indemnitee did not satisfy the foregoing standards of conduct to the extent applicable thereto.

(b) The Company shall indemnify the Indemnitee, if or when the Indemnitee is a party or is threatened to be made a party to any threatened, pending, or completed Action by or in the right of the Company to procure a judgment in its favor, by reason of the fact that the Indemnitee is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, trustee, officer, employee, member, manager, or agent of another corporation, domestic or foreign, nonprofit or for profit, a limited liability company, or a partnership, joint venture, trust, or other enterprise, against any and all Expenses actually and reasonably incurred by the Indemnitee in connection with the defense or settlement of such Action or any appeal of or from any judgment or decision, *unless* it is proved by clear and convincing evidence in a court of competent jurisdiction that the Indemnitee's action or failure to act involved an act or omission deliberately undertaken in a manner opposed to the best interests of the Company.

(c) Any indemnification under Section 1(a) or 1(b) (unless ordered by a court) is to be made by the Company only as authorized in the specific case upon a determination that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in Section 1(a) or 1(b). The Company's Board of Directors (or if same exists, a compensation committee appointed by the Board of Directors shall serve in such capacity) (the "Board") shall authorize such indemnification if the requisite determination has been made (i) by the Board by a majority vote of a quorum consisting of Directors who were not and are not parties to or threatened with such action, suit, or proceeding, or (ii) if such a quorum of disinterested Directors is not available or if a majority of such quorum so directs, in a written opinion by independent legal counsel (designated for such purpose by the Board) that is not an attorney, or a firm having associated with it an attorney, that has been retained by or that has performed services for the Company, or any person to be indemnified pursuant to such determination, within the five years preceding such determination, or (iii) by the shareholders of the Company (the "Shareholders"), such approval to require the vote of holders of the majority of Shareholders present at a meeting of the Shareholders called in accordance with the By-Laws at which a quorum is present, or (iv) by a court in which such action, suit, or proceeding was brought.

(d) To the extent that the Indemnitee has been successful on the merits or otherwise, including, without limitation, the dismissal of an action without prejudice, and a plea of *nolo contende•e* in defense of any action, suit, or proceeding referred to in Section 1(a) or 1(b), or in defense of any claim, issue, or matter therein, the Company shall indemnify the Indemnitee against Expenses actually and reasonably incurred by the Indemnitee in connection therewith. Expenses actually and reasonably incurred by the Indemnitee in defending any such action, suit or proceeding are to be paid by the Company as they are incurred in advance of the final disposition of such action, suit, or proceeding under the procedure set forth in Section 4(b) hereof.

(e) For purposes of this Agreement, references to "other enterprise" include any employee benefit plans; references to "fines" include any excise taxes assessed on the Indemnitee with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, trustee, officer, employee, or agent of the Company that imposes duties on, or involves services by, the Indemnitee with respect to an employee benefit plan, its participants or beneficiaries; references to the masculine shall include the feminine; references to the singular include the plural and vice versa; and if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan, the Indemnitee will be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to herein.

(f) No amendment to the Articles of Incorporation of the Company (the "Articles") or the By-Laws ("By-Laws"), or any amendment to any applicable law (to the extent such amendment would be unconstitutional as applied to this Agreement), will deny, diminish, or encumber the Indemnitee's rights to indemnity pursuant to the Articles, the By-Laws, the Nevada Revised Statutes, or any other applicable law as applied to any act or failure to act occurring in whole or in part prior to the date (the "Effective Date") upon which the amendment becomes effective. In the event that the Company adopts any amendment to its Articles or By-Laws or takes any other action the effect of which is to deny, diminish, or encumber the Indemnitee's rights to indemnity pursuant to the Articles, the By-Laws, the Nevada Revised Statutes, or any such other law, such amendment will apply only to acts or failures to act occurring entirely after the Effective Date thereof.

2. Additional Indemnification. Pursuant to Section 78.7502 of the Nevada Revised Statutes, without limiting any right that the Indemnitee may have pursuant to Section 1 hereof or any other provision of this Agreement or the Articles, the By-Laws, the Nevada Revised Statutes, any policy of insurance, or otherwise, but subject to any limitation on the maximum permissible indemnity that may exist under applicable law at the time of any request for indemnity hereunder and subject to the following provisions of this Section 2, the Company shall indemnify the Indemnitee against any amount that the Indemnitee is or becomes obligated to pay relating to or arising out of any claim made against the Indemnitee because of any act, failure to act, or neglect or breach of duty, including any actual or alleged error, misstatement, or misleading statement, that the Indemnitee commits, suffers, permits, or acquiesces in while acting in the Indemnitee's capacity as a director, officer, employee or agent of the Company. The payments that the Company is obligated to make pursuant to this Section 2 include, without limitation, any and all Other Payments and any and all Expenses actually and reasonably incurred by the Indemnitee in connection therewith including any appeal of or from any judgment or decision; provided, however, that the Company shall not be obligated under this Section 2 to make any payment in connection with any claim against the Indemnitee:

(a) to the extent of any fine or similar governmental imposition that the Company is prohibited by applicable law from paying that results from a final, non-appealable order; or

(b) to the extent based upon or attributable to the Indemnitee having actually realized a personal gain or profit to which the Indemnitee was not legally entitled, including, without limitation, profit from the purchase and sale by the Indemnitee of equity securities of the Company which is recoverable by the Company pursuant to Section 16(b) of the Securities Exchange Act of 1934, or profit arising from transactions in publicly-traded securities of the Company that were effected by the Indemnitee in violation of Section 10(b) of the Securities Exchange Act of 1934, or Rule 10b-5 promulgated thereunder.

A determination as to whether the Indemnitee is entitled to indemnification under this Section 2 is to be made in accordance with Section 3(a) hereof. The Company shall pay the Expenses incurred by the Indemnitee in defending any claim to which this Section. 2. applies as they are actually and reasonably incurred, in advance of the final disposition of such claim under the procedure set forth in Section 3(b) hereof.

3. Certain Procedures Relating to Indemnification.

(a) For purposes of pursuing the Indemnitee's rights to indemnification under Section 3 hereof, the Indemnitee must (i) submit to the Board a sworn statement of request for indemnification substantially in the form of Exhibit 1 attached hereto and made a part hereof (the "Indemnification Statement") averring that the Indemnitee is entitled to indemnification hereunder, and (ii) present to the Company reasonable evidence of all amounts for which indemnification is requested. Submission of an Indemnification Statement to the Board will create a presumption that the Indemnitee is entitled to indemnification hereunder, and the Company shall, within 60 calendar days after submission of the Indemnification Statement, make the payments requested in the Indemnification Statement to or for the benefit of the Indemnitee, unless (x) within such 60-calendar-day period the Board resolves, by vote of a majority of the Directors at a meeting at which a quorum is present, that the Indemnitee is not entitled to indemnification under Section 2 hereof, (y) such vote is based upon clear and convincing evidence sufficient to rebut the foregoing presumption and (z) the Indemnitee has received within such period notice in writing of such vote, which notice must disclose with particularity the evidence upon which the vote is based. The foregoing notice must be sworn to by all persons who participated in the vote and voted to deny indemnification. The provisions of this Section 3(a) are intended to be procedural only and will not affect the right of Indemnitee to indemnification under Section 2 of this Agreement so long as Indemnitee follows the prescribed procedure and any determination by the Board that Indemnitee is not entitled to indemnification and any failure to make the payments requested in the Indemnification Statement will be subject to judicial review by any court of competent jurisdiction.

(b) For purposes of obtaining payments of Expenses in advance of final disposition pursuant to the second sentence of Section 1(d) or the last sentence of Section 2 hereof, the Indemnitee must submit to the Company a sworn request for advancement of Expenses substantially in the form of Exhibit 2 attached hereto and made a part hereof (the "Undertaking"), averring that the Indemnitee has reasonably incurred or will reasonably incur actual Expenses in defending an action, suit or proceeding referred to in Section 2(a) or 2(b) or any claim

referred to in Section 2, or pursuant to Section 6 hereof. Unless at the time of the Indemnitee's act or omission at issue, the Articles or By-Laws of the Company prohibit such advances by specific reference to Nevada Revised Statutes Section 78.7502, the Indemnitee will be eligible to execute Part A of the Undertaking by which the Indemnitee undertakes to (a) repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that the Indemnitee's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company and (b) reasonably cooperate with the Company concerning the action, suit, proceeding or claim. In all cases, the Indemnitee will be eligible to execute Part B of the Undertaking by which the Indemnitee undertakes to repay such amount if it ultimately is determined that the Indemnitee is not entitled to be indemnified by the Company under this Agreement or otherwise. In the event that the Indemnitee is eligible to and does execute both Part A and Part B of the Undertaking, the Indemnitee shall be required to repay the Expenses which are paid by the Company pursuant thereto only if the Indemnitee is required to do so under the terms of both Part A and Part B of the Undertaking. Upon receipt of the Undertaking, the Company shall thereafter promptly pay. such.. Expenses of the Indemnitee as are noticed to the Company in writing and in reasonable detail arising out of the matter described in the Undertaking. No security is required in connection with any Undertaking.

4. Limitation on Indemnity. Notwithstanding anything contained herein to the contrary, the Company is not required hereby to indemnify the Indemnitee with respect to any Action that was initiated by the Indemnitee unless (i) such Action was initiated by the Indemnitee to enforce any rights to indemnification arising hereunder and such person has been formally adjudged to be entitled to indemnity by reason hereof, (ii) authorized by another agreement to which the Company is a party whether heretofore or hereafter entered or (iii) otherwise ordered by the court in which the suit was brought.

5. Subrogation, Duplication of Payments.

(a) In the event of payment under this Agreement, the Company will be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

(b) The Company will not be liable under this Agreement to make any payment in connection with any claim made against the Indemnitee to the extent the Indemnitee has actually received payment (under any insurance policy, the Company's By-Laws any other provision of this Agreement, or otherwise) of the amounts otherwise payable hereunder.

6. Fees and Expenses of Enforcement. It is the intent of the Company that the Indemnitee not be required to incur the expenses associated with the enforcement of the Indemnitee's rights under this Agreement by litigation or other legal action because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. Accordingly, if it should appear to the Indemnitee that the Company has failed to comply with any of its obligations under this Agreement or in the event that the

Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any action, suit or proceeding to deny, or to recover from, the Indemnitee the benefits intended to be provided to the Indemnitee hereunder, the Company irrevocably authorizes the Indemnitee from time to time to retain counsel of Indemnitee's choice, at the expense of the Company as hereafter provided, to represent the Indemnitee in connection with the initiation or defense of any litigation or other legal action, whether by or against the Company or any director, officer, shareholder, or other person affiliated with the Company, in any jurisdiction. Regardless of the outcome thereof, the Company shall pay and be solely responsible for any and all costs, charges, and expenses, including without limitation fees and expenses of attorneys and others, reasonably incurred by the Indemnitee pursuant to this Section 6.

7. Merger or Consolidation. In the event that the Company becomes a constituent corporation in a consolidation, merger, or other reorganization, the Company, if it will not be the surviving, resulting, or acquiring corporation therein, shall require as a condition thereto that the surviving, resulting, or acquiring corporation assume, and acknowledge in a written instrument addressed to the Indemnitee its assumption of, all of the obligations of the Company hereunder and to become obligated to indemnify the Indemnitee to the full extent provided herein. Whether or not the Company is the resulting, surviving, or acquiring corporation in any such transaction, the Indemnitee will stand in the same position under this Agreement with respect to the resulting, surviving, or acquiring corporation as the Indemnitee would have with respect to the Company if its separate existence had continued.

8. Non-exclusivity and Severability.

(a) The rights to indemnification provided by this Agreement are not to be exclusive of any other rights of indemnification to which the Indemnitee may be entitled under the Articles, the By-Laws, the Nevada Revised Statutes or any other statute, any insurance policy, agreement, or a vote of shareholders or directors or otherwise, as to any actions or failures to act by the Indemnitee, and will continue after the Indemnitee has ceased to be a Director, officer, employee, or agent of the Company or other entity for which the Indemnitee's service gives rise to a right hereunder, and will inure to the benefit of the Indemnitee's heirs, executors and administrators. It is the intention of the Company to expand the indemnification of the Indemnitee beyond that expressly recited in Section 78.7502 of the Nevada Revised Statutes as such provision exist on the date of the Agreement.

(b) If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable, or otherwise illegal, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and the provision so held to be invalid, unenforceable, or otherwise illegal is to be reformed to the extent (and only to the extent) necessary to make it enforceable, valid and legal; in no case is the Indemnitee entitled to receive under this Agreement less than the level of indemnification permissible to the paid by the Company under Section 78.7502 of the Nevada Revised Statutes as such provision existed at the date of this Agreement.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to the principles of conflict of laws thereof.

10. Modification. This Agreement and the rights and duties of the Indemnitee and the Company hereunder may be modified only by an instrument in writing signed by both parties hereto.

11. Ratification. The Company may, at its option, propose at any future meeting of Shareholders that this Agreement be ratified by the Shareholders; provided, however, that the Indemnitee's rights hereunder are fully enforceable in accordance with the terms hereof whether or not such ratification is sought or obtained.

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

ELECTROBLATE, INC.

By: _____

, President

Exhibit I

INDEMNIFICATION STATEMENT

STATE OF _____)
_____) SS
COUNTY OF _____)

I, _____, being first duly sworn, do depose and say as follows:

1. This Indemnification Statement is submitted pursuant to the Indemnification Agreement, dated _____, 20_____, between ELECTROBLATE, INC., a Nevada corporation (the "Company"), and the undersigned.

2. I am requesting indemnification against costs, charges, expenses (which may include fees and expenses of attorneys and/or others), judgments, fines, and amounts paid in settlement (collectively, "Liabilities"), which have been actually and reasonably incurred by me in connection with a claim referred to in Section 3 of the aforesaid Indemnification Agreement.

3. With respect to all matters related to any such claim, I am entitled to be indemnified as herein contemplated pursuant to the aforesaid Indemnification Agreement.

4. Without limiting any other rights which I have or may have, I am requesting indemnification against Liabilities which have or may arise out of _____.

_____
[Signature of Indemnitee]

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____, 20_____.

_____

_____

[Seal]

My commission expires the _____ day of _____, 20_____.

Exhibit 2

UNDERTAKING

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, do depose and say as follows:

1. This Undertaking is submitted pursuant to the Indemnification Agreement, dated _____, 20_____, between ELECTROBLATE, INC., a Nevada corporation (the "Company"), and the undersigned.

2. I am requesting payment of costs, charges, and expenses which I have reasonably incurred or will reasonably incur in defending an action, suit or proceeding, referred to in Section 2(a) or 2(b) or any claim referred to in Section 3, or pursuant to Section 7, of the aforesaid Indemnification Agreement.

3. The costs, charges, and expenses for which payment is requested are, in general, all expenses related to _____.

4. Part A.

I hereby undertake to (a) repay all amounts paid pursuant hereto if it is proved by clear and convincing evidence in a court of competent jurisdiction that my action or failure to act which is the subject of the matter described herein involved an act or omission undertaken with deliberate intent to cause injury to the Company or undertaken with reckless disregard for the best interests of the Company and (b) reasonably cooperate with the Company concerning the action, suit, proceeding or claim.

_____

_____

[Signature of Indemnitee]

4. Part B

I hereby undertake to repay all amounts paid pursuant hereto if it ultimately is determined that I am not entitled to be indemnified by the Company under the aforesaid Indemnification Agreement or otherwise.

[‘Signature of Indemnitee]

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of , 20_____.

[Seal]

My commission expires the _____ day of _____, ____.

Exhibit 10.2

Adopted by the Board of Directors on August 19, 2015
Adopted by the Stockholders on August 27, 2015

ELECTROBLATE, INC.

2015 STOCK INCENTIVE PLAN

1. Purpose.

The purpose of this Electroblate, Inc. 2015 Stock Incentive Plan (the "**Plan**") is to advance the interests of Electroblate, Inc. (the "**Company**") and its stockholders by enabling the Company and its subsidiaries to attract and retain qualified individuals through opportunities for equity participation in the Company, and to reward those individuals who contribute to the Company's achievement of its economic objectives.

2. Definitions.

The following terms will have the meanings set forth below, unless the context clearly otherwise requires:

2.1. "**Board**" means the Board of Directors of the Company.

2.2. "**Broker Exercise Notice**" means a written notice pursuant to which a Participant, upon exercise of an Option, irrevocably instructs a broker or dealer to sell a sufficient number of shares or loan a sufficient amount of money to pay all or a portion of the exercise price of the Option and/or any related withholding tax obligations and remit such sums to the Company and directs the Company to deliver stock certificates to be issued upon such exercise directly to such broker or dealer or their nominee.

2.3. "**Cause**" means (i) dishonesty, fraud, misrepresentation, embezzlement or deliberate injury or attempted injury, in each case related to the Company or any of Subsidiary, (ii) any unlawful or criminal activity of a serious nature, (iii) any intentional and deliberate breach of a duty or duties that, individually or in the aggregate, are material in relation to the Participant's overall duties, (iv) any material breach of any confidentiality or noncompete agreement entered into with the Company or any Subsidiary, or (v) with respect to a particular Participant, any other act or omission that constitutes "cause" as may be defined in any employment, consulting or similar agreement between such Participant and the Company or any Subsidiary.

2.4. "**Change in Control**" means an event described in Section 11.1 of the Plan.

2.5. "**Code**" means the Internal Revenue Code of 1986, as amended.

2.6. "**Committee**" means the group of individuals administering the Plan, as provided in Section 3 of the Plan.

2.7. "**Common Stock**" means the common stock of the Company, $0.001 par value per share, or the number and kind of shares of stock or other securities into which such Common Stock may be changed in accordance with Section 4.3 of the Plan.

2.8. "**Disability**" means any medically determinable physical or mental impairment resulting in the service provider's inability to perform the duties of his or her position or any substantially similar position, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

2.9. "**Effective Date**" means August 19, 2015, but no Incentive Stock Option shall be exercised unless and until the Plan has been approved by the stockholders of the Company, which approval shall be within twelve (12) months before or after the date the Plan is adopted by the Board.

2.10. "**Eligible Recipients**" means all employees, officers and directors of the Company or any Subsidiary, and any person who has a relationship with the Company or any Subsidiary.

2.11. "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

2.12. “**Fair Market Value**” means, with respect to the Common Stock, as of any date: (i) the mean between the reported high and low sale prices of the Common Stock at the end of the regular trading session if the Common Stock is listed, admitted to unlisted trading privileges, or reported on any national securities exchange or on the NASDAQ Global Select or Global Market on such date (or, if no shares were traded on such day, as of the next preceding day on which there was such a trade); or (ii) if the Common Stock is not so listed, admitted to unlisted trading privileges, or reported on any national exchange or on the NASDAQ Global Select or Global Market, the closing bid price as of such date at the end of the regular trading session, as reported by the NASDAQ Capital Market, The OTC Market, or other service publically reporting the market price of traded securities; or (iii) if the Common Stock is not so listed or reported, such price as the Committee determines in good faith in the exercise of its reasonable discretion.

2.13. “**Incentive Award**” means an Option, Restricted Stock Award or Performance Stock Award granted to an Eligible Recipient pursuant to the Plan.

2.14. “**Incentive Stock Option**” means a right to purchase Common Stock granted to an Eligible Recipient pursuant to Section 6 of the Plan that qualifies as an “incentive stock option” within the meaning of Section 422 of the Code.

2.15. “**Non-Statutory Stock Option**” means a right to purchase Common Stock granted to an Eligible Recipient pursuant to Section 6 of the Plan that does not qualify as an Incentive Stock Option.

2.16. “**Option**” means an Incentive Stock Option or a Non-Statutory Stock Option.

2.17. “**Participant**” means an Eligible Recipient who receives one or more Incentive Awards under the Plan.

2.18. “**Performance Criteria**” means the performance criteria that may be used by the Committee in granting Restricted Stock Awards or Performance Stock Awards contingent upon achievement of such performance goals as the Committee may determine in its sole discretion. The Committee may select one criterion or multiple criteria for measuring performance, and the measurement may be based upon Company, Subsidiary or business unit performance, or the individual performance of the Eligible Recipient, either absolute or by relative comparison to other companies, other Eligible Recipients or any other external measure of the selected criteria.

2.19. “**Performance Stock Awards**” means an award of Common Stock granted to an Eligible Recipient pursuant to Section 8 of the Plan and with respect to which shares of Common Stock will be transferred to the Eligible Recipient in accordance with the provisions of such Section 8 and any agreement evidencing a Deferred Share Award.

2.20. “**Previously Acquired Shares**” means shares of Common Stock that are already owned by the Participant or, with respect to any Incentive Award, that are to be issued upon the grant, exercise or vesting of such Incentive Award.

2.21. **“Restricted Stock Award**” means an award of Common Stock granted to an Eligible Recipient pursuant to Section 7 of the Plan that is subject to the restrictions on transferability and the risk of forfeiture imposed by the provisions of such Section 7.

2.22. “**Retirement**” means normal or approved early termination of employment or service.

2.23. “**Securities Act**” means the Securities Act of 1933, as amended.

2.24. “**Subsidiary**” means any entity that is directly or indirectly controlled by the Company or any entity in which the Company has a significant equity interest, as determined by the Committee.

3. Plan Administration.

3.1. The Committee. The Plan will be administered by the Board or by a committee of the Board. So long as the Company has a class of its equity securities registered under Section 12 of the Exchange Act, any committee administering the Plan will consist solely of two or more members of the Board who are "non-employee directors" within the meaning of Rule 16b-3 under the Exchange Act. Such a committee, if established, will act by majority approval of the members (unanimous approval with respect to action by written consent), and a majority of the members of such a committee meeting will constitute a quorum. As used in the Plan, "**Committee**" will refer to the Board or to such a committee, if established. To the extent consistent with applicable corporate law of the Company's jurisdiction of incorporation, the Committee may delegate to any officers of the Company the duties, power and authority of the Committee under the Plan pursuant to such conditions or limitations as the Committee may establish; provided, however, that only the Committee may exercise such duties, power and authority with respect to Eligible Recipients who are subject to Section 16 of the Exchange Act. The Committee may exercise its duties, power and authority under the Plan in its sole and absolute discretion without the consent of any Participant or other party, unless the Plan specifically provides otherwise. Each determination, interpretation or other action made or taken by the Committee pursuant to the provisions of the Plan will be conclusive and binding for all purposes and on all persons, and no member of the Committee will be liable for any action or determination made in good faith with respect to the Plan or any Incentive Award granted under the Plan.

3.2. Authority of the Committee.

(a) In accordance with and subject to the provisions of the Plan, the Committee will have the authority to determine all provisions of Incentive Awards as the Committee may deem necessary or desirable and as consistent with the terms of the Plan, including, without limitation, the following: (i) the Eligible Recipients to be selected as Participants; (ii) the nature and extent of the Incentive Awards to be made to each Participant (including the number of shares of Common Stock to be subject to each Incentive Award, any exercise price, the manner in which Incentive Awards will vest or become exercisable and whether Incentive Awards will be granted in tandem with other Incentive Awards) and the form of written agreement, if any, evidencing such Incentive Award; (iii) the time or times when Incentive Awards will be granted and, where applicable, settled; (iv) the duration of each Incentive Award; and (v) the restrictions and other conditions to which the payment or vesting of Incentive Awards may be subject. In addition, the Committee will have the authority under the Plan in its sole discretion to pay the economic value of any Incentive Award in the form of cash, Common Stock or any combination of both.

(b) The Committee will have the authority under the Plan to amend or modify the terms of any outstanding Incentive Award in any manner, including, without limitation, the authority to modify the exercise price, number of shares or other terms and conditions of an Incentive Award, extend or shorten the term of an Incentive Award, accelerate the exercisability or vesting or otherwise terminate any restrictions relating to an Incentive Award, accept the surrender of any outstanding Incentive Award or, to the extent not previously exercised or vested, authorize the grant of new Incentive Awards in substitution for surrendered Incentive Awards; provided, however that the amended or modified terms are permitted by the Plan as then in effect and that any Participant adversely affected by such amended or modified terms has consented to such amendment or modification. The ability of the Committee to change the terms of an Incentive Award will include the ability to change the terms of any "underwater" Incentive Award, including without limitation an exercise price reduction, change in number of equity awards, and granting Incentive Awards in substitution or addition to the original award. Notwithstanding the foregoing, no Performance Stock Award (or any other Incentive Award) that is subject to the requirements and restrictions of Section 409A of the Code may be amended in a manner that would violate Section 409A of the Code.

(c) In the event of (i) any reorganization, merger, consolidation, recapitalization, liquidation, reclassification, stock dividend, stock split, combination of shares, rights offering, extraordinary dividend or divestiture (including a spin-off) or any other change in corporate structure or shares;

(ii) any purchase, acquisition, sale, disposition or write-down of a significant amount of assets or a significant business; (iii) any change in accounting principles or practices, tax laws or other such laws or provisions affecting reported results; or (iv) any other similar change, in each case with respect to the Company or any other entity whose performance is relevant to the grant or vesting of an Incentive Award, the Committee (or, if the Company is not the surviving corporation in any such transaction, the board of directors of the surviving corporation) may, without the consent of any affected Participant, amend or modify the vesting criteria (including Performance Criteria) of any outstanding Incentive Award that is based in whole or in part on the financial performance of the Company (or any Subsidiary or division or other subunit thereof) or such other entity so as equitably to reflect such event, with the desired result that the criteria for evaluating such financial performance of the Company or such other entity will be substantially the same (in the sole discretion of the Committee or the board of directors of the surviving corporation) following such event as prior to such event; provided, however, that the amended or modified terms are permitted by the Plan as then in effect.

4. Shares Available for Issuance.

4.1. Maximum Number of Shares Available; Certain Restrictions on Awards. Subject to adjustment as provided in Section 4.3 of the Plan, the maximum number of shares of Common Stock that will be available for issuance under the Plan will be 1,134,818. The maximum number of shares of Common Stock that can be issued to any person under the Plan will be 1,000,000. The shares available for issuance under the Plan may, at the election of the Committee, be either treasury shares or shares authorized but unissued, and, if treasury shares are used, all references in the Plan to the issuance of shares will, for corporate law purposes, be deemed to mean the transfer of shares from treasury.

4.2. Accounting for Incentive Awards. Shares of Common Stock that are issued under the Plan or that are subject to outstanding Incentive Awards will be applied to reduce the maximum number of shares of Common Stock remaining available for issuance under the Plan; provided, however, that shares subject to an Incentive Award that lapses, expires, is forfeited (including issued shares forfeited under a Restricted Stock Award) or for any reason is terminated unexercised or unvested or is settled or paid in cash or any form other than shares of Common Stock will automatically again become available for issuance under the Plan. To the extent that the exercise price of any Option and/or associated tax withholding obligations are paid by tender or attestation as to ownership of Previously Acquired Shares, or to the extent that such tax withholding obligations are satisfied by withholding of shares otherwise issuable upon exercise of the Option, only the number of shares of Common Stock issued net of the number of shares tendered, attested to or withheld will be applied to reduce the maximum number of shares of Common Stock remaining available for issuance under the Plan.

4.3. Adjustments to Shares and Incentive Awards. In the event of any reorganization, merger, consolidation, recapitalization, liquidation, reclassification, stock dividend, stock split, combination of shares or any other change in the corporate structure or shares of the Company, the Committee (or, if the Company is not the surviving corporation in any such transaction, the board of directors of the surviving corporation) will make appropriate adjustment (which determination will be conclusive) as to the number and kind of securities or other property (including cash) available for issuance or payment under the Plan and, in order to prevent dilution or enlargement of the rights of Participants, the number and kind of securities or other property (including cash) subject to outstanding Incentive Awards and the exercise price of outstanding Options.

5. Participation.

Participants in the Plan will be those Eligible Recipients who, in the judgment of the Committee, have contributed, are contributing or are expected to contribute to the achievement of economic objectives of the Company or its Subsidiaries. Eligible Recipients may be granted from time to time one or more Incentive Awards, singly or in combination or in tandem with other Incentive Awards, as may be determined by the Committee in its sole discretion. Incentive Awards will be deemed to be granted as of the date specified in the grant resolution of the Committee, which date will be the date of any related agreement with the Participant.

6. Options.

6.1. Grant. An Eligible Recipient may be granted one or more Options under the Plan, and such Options will be subject to such terms and conditions, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion. The Committee may designate whether an Option is to be considered an Incentive Stock Option or a Non-Statutory Stock Option. To the extent that any Incentive Stock Option granted under the Plan ceases for any reason to qualify as an "incentive stock option" for purposes of Section 422 of the Code, such Incentive Stock Option will continue to be outstanding for purposes of the Plan but will thereafter be deemed to be a Non-Statutory Stock Option.

6.2. Exercise Price. The per share price to be paid by a Participant upon exercise of an Option will be determined by the Committee in its discretion at the time of the Option grant; provided, however, that such price will not be less than 100% of the Fair Market Value of one share of Common Stock on the date of grant with respect to any Incentive Stock Option (110% of the Fair Market Value with respect to an Incentive Stock Option if, at the time such Incentive Stock Option is granted, the Participant owns, directly or indirectly, more than 10% of the total combined voting power of all classes of stock of the Company or any parent or subsidiary corporation of the Company).

6.3. Exercisability and Duration. An Option will become exercisable at such times and in such installments and upon such terms and conditions as may be determined by the Committee in its sole discretion at the time of grant (including without limitation (i) the achievement of one or more of the Performance Criteria and/or (ii) that the Participant remain in the continuous employ or service of the Company or a Subsidiary for a certain period); provided, however, that if the Committee does not specify the expiration date of the Option, the expiration date shall be 10 years from the date on which the Option was granted. In no case may an Option may be exercisable after 10 years from its date of grant (five years from its date of grant in the case of an Incentive Stock Option if, at the time the Incentive Stock Option is granted, the Participant owns, directly or indirectly, more than 10% of the total combined voting power of all classes of stock of the Company or any parent or subsidiary corporation of the Company).

6.4. Payment of Exercise Price. The total purchase price of the shares to be purchased upon exercise of an Option will be paid entirely in cash (including check, bank draft or money order); provided, however, that the Committee, in its sole discretion and upon terms and conditions established by the Committee, may allow such payments to be made, in whole or in part, by tender of a Broker Exercise Notice, by tender, or attestation as to ownership, of Previously Acquired Shares that have been held for the period of time necessary to avoid a charge to the Company's earnings for financial reporting purposes and that are otherwise acceptable to the Committee, or by a combination of such methods. For purposes of such payment, Previously Acquired Shares tendered or covered by an attestation will be valued at their Fair Market Value on the exercise date.

6.5. Manner of Exercise. An Option may be exercised by a Participant in whole or in part from time to time, subject to the conditions contained in the Plan and in the agreement evidencing such Option, by delivery in person, by facsimile or electronic transmission or through the mail of written notice of exercise to the Company at its legal department and by paying in full the total exercise price for the shares of Common Stock to be purchased in accordance with Section 6.4 of the Plan.

7. Restricted Stock Awards.

7.1. Grant. An Eligible Recipient may be granted one or more Restricted Stock Awards under the Plan, and such Restricted Stock Awards will be subject to such terms and conditions, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion. The Committee may impose such restrictions or conditions, not inconsistent with the provisions of the Plan, to the vesting of such Restricted Stock Awards as it deems appropriate, including, without limitation, (i) the achievement of one or more of the Performance Criteria and/or (ii) that the Participant remain in the continuous employ or service of the Company or a Subsidiary for a certain period.

7.2. Rights as a Stockholder; Transferability. Except as provided in Sections 7.1, 7.3, 7.4 and 12.3 of the Plan, a Participant will have all voting, dividend, liquidation and other rights with respect to shares of Common Stock issued to the Participant as a Restricted Stock Award under this Section 7 upon the Participant becoming the holder of record of such shares as if such Participant were a holder of record of shares of unrestricted Common Stock.

7.3. Dividends and Distributions. Unless the Committee determines otherwise in its sole discretion (either in the agreement evidencing the Restricted Stock Award at the time of grant or at any time after the grant of the Restricted Stock Award), any dividends or distributions (other than regular quarterly cash dividends) paid with respect to shares of Common Stock subject to the unvested portion of a Restricted Stock Award will be subject to the same restrictions as the shares to which such dividends or distributions relate. The Committee will determine in its sole discretion whether any interest will be paid on such dividends or distributions.

7.4. Enforcement of Restrictions. To enforce the restrictions referred to in this Section 7, the Committee may place a legend on the stock certificates referring to such restrictions and may require the Participant, until the restrictions have lapsed, to keep the stock certificates, together with duly endorsed stock powers, in the custody of the Company or its transfer agent, or to maintain evidence of stock ownership, together with duly endorsed stock powers, in a certificateless book-entry stock account with the Company's transfer agent.

8. Performance Stock Awards.

8.1. Grant. An Eligible Recipient may be granted one or more Performance Stock Awards under the Plan, and such Performance Stock Awards will be subject to such terms and conditions, if any, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion. The Committee may impose such restrictions or conditions, not inconsistent with the provisions of the Plan, to the vesting of such Performance Stock Awards as it deems appropriate, including, without limitation, (i) the achievement of one or more of the Performance Criteria and/or (ii) that the Participant remain in the continuous employ or service of the Company or a Subsidiary for a certain period.

8.2. Settlement – Time of Payment.

(a) At the time any Performance Stock Award is granted, the agreement evidencing the Performance Stock Award will specify the time at which the vested portion of the Performance Stock Award will be settled. In no event may the time of payment be changed after the Performance Stock Award is granted.

(b) The agreement may specify that settlement will be made upon vesting or the settlement will occur with respect to all vested Performance Stock Awards as of a specified time.

(c) To the extent the agreement does not provide for the settlement of vested Performance Stock Awards on or before the date that is 2-1/2 months after the end of the year in which the Performance Stock Award (or the relevant portion thereof) vests, the agreement will provide for payment to occur: (a) upon the Eligible Recipient's separation from service, death or disability; (b) upon a Change in Control of the Company; or (c) upon a specified date or pursuant to a specified schedule. In all cases in which payment is to be made in accordance with this Section 8.2(c), the times specified for payment will be interpreted and administered in accordance with the requirements of Section 409A of the Code and any applicable regulations or guidance issued in connection with that Code section.

8.3 Settlement – Form of Payment. Unless otherwise specified in the Plan, the agreement evidencing the Performance Stock Award, or some other written agreement between the Company and the Eligible Recipient, vested Performance Stock Awards will be settled in shares of Common Stock.

8.4 Rights as a Stockholder. A Participant holding a Performance Stock Award shall have no rights as a holder of Common Stock unless and until the Performance Stock Award is settled and shares of Common Stock are delivered to the Participant in such settlement.

8.5 Dividends and Distributions. Unless the Committee determines otherwise in its sole discretion (either in the agreement evidencing the Performance Stock Award at the time of grant or at any time after the grant of the Performance Stock Award), the Participant shall not be entitled to receive dividends or distributions with respect to the Shares subject to a Performance Stock Award unless and until the Performance Stock Award is settled and shares of Common Stock are delivered to the Participant in such settlement.

8.6 Unfunded and Unsecured Obligation of the Company. A Performance Stock Award represents an unfunded and unsecured obligation of the Company to make payment to a Participant in accordance with the terms of this Plan or an award agreement. The Participant's rights with respect to a Performance Stock Award shall be those of an unsecured creditor of the Company.

9. Effect of Termination of Employment or Other Service.

9.1. Termination Due to Death or Disability. In the event a Participant's employment or other service with the Company and all Subsidiaries is terminated by reason of death or Disability:

(a) All outstanding Options then held by the Participant will, to the extent exercisable as of such termination, remain exercisable for a period of six (6) months after such termination (but in no event after the expiration date of any such Option); and

(b) All Restricted Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited; and

(c) All outstanding Performance Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited.

9.2. Termination Due to Retirement. Subject to Section 9.5 of the Plan, in the event a Participant's employment or other service with the Company and all Subsidiaries is terminated by reason of Retirement:

(a) All outstanding Options then held by the Participant will, to the extent exercisable as of such termination, remain exercisable in full for a period of three (3) months after such termination (but in no event after the expiration date of any such Option). Options not exercisable as of such Retirement will be forfeited and terminate; and

(b) All Restricted Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited; and

(c) All outstanding Performance Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited.

9.3. Termination for Reasons Other than Death, Disability or Retirement. Subject to Section 9.5 of the Plan, in the event a Participant's employment or other service is terminated with the Company and all Subsidiaries for any reason other than death, Disability or Retirement, or a Participant is in the employ of a Subsidiary and the Subsidiary ceases to be a Subsidiary of the Company (unless the Participant continues in the employ of the Company or another Subsidiary):

(a) All outstanding Options then held by the Participant that have not been exercised as of such termination will be terminated and forfeited; and

(b) All Restricted Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited; and

(c) All outstanding Performance Stock Awards then held by the Participant that have not vested as of such termination will be terminated and forfeited.

9.4. Modification of Rights Upon Termination. Notwithstanding the other provisions of this Section 10, the Committee may, in its sole discretion (which may be exercised in connection with the grant or after the date of grant, including following such termination), determine that upon a Participant's termination of employment or other service with the Company and all Subsidiaries, any Options (or any part thereof) then held by such Participant may become or continue to become exercisable and/or remain exercisable following such termination of employment or service, and Restricted Stock Awards and Performance Stock Awards then held by such Participant may vest and/or continue to vest or become free of restrictions and conditions to issuance, as the case may be, following such termination of employment or service, in each case in the manner determined by the Committee.

9.5. Effects of Actions Constituting Cause. Notwithstanding anything in the Plan to the contrary, in the event that a Participant is determined by the Committee, acting in its sole discretion, to have committed any action which would constitute Cause as defined in Section 2.3, irrespective of whether such action or the Committee's determination occurs before or after termination of such Participant's employment or service with the Company or any Subsidiary, all rights of the Participant under the Plan and any agreements evidencing an Incentive Award then held by the Participant shall terminate and be forfeited without notice of any kind. The Company may defer the exercise of any Option or the vesting of any Restricted Stock Award or Performance Stock Award for a period of up to ninety (90) days in order for the Committee to make any determination as to the existence of Cause.

9.6. Determination of Termination of Employment or Other Service. Unless the Committee otherwise determines in its sole discretion, a Participant's employment or other service will, for purposes of the Plan, be deemed to have terminated on the date recorded on the personnel or other records of the Company or the Subsidiary for which the Participant provides employment or service, as determined by the Committee in its sole discretion based upon such records.

10. Payment of Withholding Taxes.

10.1. General Rules. The Company is entitled to (a) withhold and deduct from future wages of the Participant (or from other amounts that may be due and owing to the Participant from the Company or a Subsidiary), or make other arrangements for the collection of, all legally required amounts necessary to satisfy any and all federal, foreign, state and local withholding and employment-related tax requirements attributable to an Incentive Award, including, without limitation, the grant, exercise or vesting of, or payment of dividends with respect to, an Incentive Award or a disqualifying disposition of stock received upon exercise of an Incentive Stock Option, or (b) require the Participant promptly to remit the amount of such withholding to the Company before taking any action, including issuing any shares of Common Stock, with respect to an Incentive Award.

10.2. Special Rules. The Committee may, in its sole discretion and upon terms and conditions established by the Committee, permit or require a Participant to satisfy, in whole or in part, any withholding or employment-related tax obligation described in Section 10.1 of the Plan by electing to tender, or by attestation as to ownership of, Previously Acquired Shares that have been held for the period of time necessary to avoid a charge to the Company's earnings for financial reporting purposes and that are otherwise acceptable to the Committee, by delivery of a Broker Exercise Notice or a combination of such methods. For purposes of satisfying a Participant's withholding or employment-related tax obligation, Previously Acquired Shares tendered or covered by an attestation will be valued at their Fair Market Value.

11. Change in Control.

11.1 A "**Change in Control**" shall be deemed to have occurred if the event set forth in any one of the following paragraphs has occurred:

(a) the sale, lease, exchange or other transfer, directly or indirectly, of substantially all of the assets of the Company (in one transaction or in a series of related transactions) to any Successor;

(b) the approval by the stockholders of the Company of any plan or proposal for the liquidation or dissolution of the Company;

(c) any Successor (as defined in Section 11.2 below), other than a Bona Fide Underwriter (as defined in Section 11.2 below), becomes after the effective date of the Plan the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of (i) 25% or more, but not 50% or more, of the combined voting power of the Company's outstanding securities ordinarily having the right to vote at elections of directors, or (ii) more than 50% of the combined voting power of the Company's outstanding securities ordinarily having the right to vote at elections of directors; or

(d) a merger or consolidation to which the Company is a party if the stockholders of the Company immediately prior to effective date of such merger or consolidation have "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act), immediately following the effective date of such merger or consolidation, of securities of the surviving corporation representing (i) 50% or more, but not more than 80%, of the combined voting power of the surviving corporation's then outstanding securities ordinarily having the right to vote at elections of directors, or (ii) less than 50% of the combined voting power of the surviving corporation's then outstanding securities ordinarily having the right to vote at elections of directors.

11.2. Change in Control Definitions. For purposes of this Section 11:

(a) "**Bona Fide Underwriter**" means an entity engaged in business as an underwriter of securities that acquires securities of the Company through such entity's participation in good faith in a firm commitment or best efforts underwriting until the expiration of 50 days after the date of such acquisition.

(b) "**Successor**" means any individual, corporation, partnership, group, association or other "person," as such term is used in Section 13(d) or Section 14(d) of the Exchange Act, other than the Company, any "affiliate" (as defined below) or any benefit plan(s) sponsored by the Company or any affiliate that succeeds to, or has the practical ability to control (either immediately or solely with the passage of time), the Company's business directly, by merger, consolidation or other form of business combination, or indirectly, by purchase of the Company's outstanding securities ordinarily having the right to vote at the election of directors or all or substantially all of its assets or otherwise. For this purpose, an "affiliate" is (i) any corporation at least a majority of whose outstanding securities ordinarily having the right to vote at elections of directors is owned directly or indirectly by the Company; (ii) any other form of business entity in which the Company, by virtue of a direct or indirect ownership interest, has the right to elect a majority of the members of such entity's governing body or (iii) any entity that at the time of the approval of this Plan owns in excess of 10% of the Company's common stock and its affiliates.

11.3. Acceleration of Vesting. Without limiting the authority of the Committee under Sections 3.2 and 4.3 of the Plan, if a Change in Control of the Company occurs, then, if approved by the Committee in its sole discretion either in an agreement evidencing an Incentive Award at the time of grant or at any time after the grant of an Incentive Award: (a) all Options that have been outstanding for at least six months will become immediately exercisable in full and will remain exercisable in accordance with their terms; (b) all Restricted Stock Awards that have been outstanding for at least six months will become immediately fully vested and non-forfeitable; and (c) any conditions to the issuance of shares of Common Stock pursuant to Performance Stock Awards that have been outstanding for at least six months will lapse.

11.4. Cash Payment. If a Change in Control of the Company occurs, then the Committee, if approved by the Committee in its sole discretion either in an agreement evidencing an Incentive Award at the time of grant or at any time after the grant of an Incentive Award, and without the consent of any Participant affected thereby, may determine that:

(a) Some or all Participants holding outstanding Options will receive, with respect to some or all of the shares of Common Stock subject to such Options ("Option Shares"), either (i) as of the effective date of any such Change in Control, cash in an amount equal to the excess of the Fair Market Value of such Option Shares on the last business day prior to the effective date of such Change in Control over the exercise price per share of such Option Shares, (ii) immediately prior to such Change of Control, a number of shares of Common Stock having an aggregate Fair Market Value equal to the excess of the Fair Market Value of the Option Shares as of the last business day prior to the effective date of such Change in Control over the exercise price per share of such Option Shares; or (iii) any combination of cash or shares of Common Stock with the amount of each component to be determined by the Committee not inconsistent with the foregoing clauses (i) and (ii), as proportionally adjusted; and

(b) any Options which, as of the effective date of any such Change in Control, are "underwater" (as defined in Section 3.2(d)) shall terminate as of the effective date of any such Change in Control; and

(c) some or all Participants holding Performance Stock Awards will receive, with respect to some or all of the shares of Common Stock subject to such Performance Stock Awards that remain subject to issuance based upon the future achievement of Performance Criteria or other future event as of the effective date of any such Change in Control of the Company, cash in an amount equal the Fair Market Value of such shares immediately prior to the effective date of such Change in Control.

11.5. Limitation on Change in Control Payments. Notwithstanding anything in Section 11.3 or 11.4 of the Plan to the contrary, if, with respect to a Participant, the acceleration of the exercisability of an Option as provided in Section 11.3 or the payment of cash or shares of Common Stock in exchange for all or part of an Option as provided in Section 11.4 (which acceleration or payment could be deemed a "payment" within the meaning of Section 280G(b)(2) of the Code), together with any other "payments" that such Participant has the right to receive from the Company or any corporation that is a member of an "affiliated group" (as defined in Section 1504(a) of the Code without regard to Section 1504(b) of the Code) of which the Company is a member, would constitute a "parachute payment" (as defined in Section 280G(b)(2) of the Code), then the "payments" to such Participant pursuant to Section 11.3 or 11.4 of the Plan will be reduced to the largest amount as will result in no portion of such "payments" being subject to the excise tax imposed by Section 4999 of the Code; provided, however, that if a Participant is subject to a separate agreement with the Company or a Subsidiary which specifically provides that payments attributable to one or more forms of employee stock incentives or to payments made in lieu of employee stock incentives will not reduce any other payments under such agreement, even if it would constitute an excess parachute payment, or provides that the Participant will have the discretion to determine which payments will be reduced in order to avoid an excess parachute payment, then the limitations of this Section 11.4 will, to that extent, not apply.

12. Rights of Eligible Recipient and Participants; Transferability.

12.1. Employment or Service. Nothing in the Plan will interfere with or limit in any way the right of the Company or any Subsidiary to terminate the employment or service of any Eligible Recipient or Participant at any time, nor confer upon any Eligible Recipient or Participant any right to continue in the employ or service of the Company or any Subsidiary.

12.2. Rights as a Stockholder. As a holder of Incentive Awards (other than Restricted Stock Awards), a Participant will have no rights as a stockholder unless and until such Incentive Awards are exercised for, or paid in the form of, shares of Common Stock and the Participant becomes the holder of record of such shares. Except as otherwise provided in the Plan, no adjustment will be made for dividends or distributions with respect to such Incentive Awards as to which there is a record date preceding the date the Participant becomes the holder of record of such shares, except as the Committee may determine in its discretion.

12.3. Restrictions on Transfer.

(a) Except pursuant to testamentary will or the laws of descent and distribution or as otherwise expressly permitted by subsections (b) and (c) below, no right or interest of any Participant in an Incentive Award prior to the exercise (in the case of Options) or vesting (in the case of Restricted Stock Awards or Performance Stock Awards) of such Incentive Award will be assignable or transferable, or subjected to any lien, during the lifetime of the Participant, either voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise.

(b) A Participant will be entitled to designate a beneficiary to receive an Incentive Award upon such Participant's death, and in the event of such Participant's death, payment of any amounts due under the Plan will be made to, and exercise of any Options (to the extent permitted pursuant to Section 9 of the Plan) may be made by, such beneficiary. If a deceased Participant has failed to designate a beneficiary, or if a beneficiary designated by the Participant fails to survive the Participant, payment of any amounts due under the Plan will be made to, and exercise of any Options (to the extent permitted pursuant to Section 9 of the Plan) may be made by, the Participant's legal representatives, heirs and legatees. If a deceased Participant has designated a beneficiary and such beneficiary survives the Participant but dies before complete payment of all amounts due under the Plan or exercise of all exercisable Options, then such payments will be made to, and the exercise of such Options may be made by, the legal representatives, heirs and legatees of the beneficiary.

(c) Upon a Participant's request, the Committee may, in its sole discretion, permit a transfer of all or a portion of a Non-Statutory Stock Option, other than for value, to such Participant's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, any person sharing such Participant's household (other than a tenant or employee), a trust in which any of the foregoing have more than fifty percent of the beneficial interests, a foundation in which any of the foregoing (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty percent of the voting interests. Any permitted transferee will remain subject to all the terms and conditions applicable to the Participant prior to the transfer. A permitted transfer may be conditioned upon such requirements as the Committee may, in its sole discretion, determine, including, but not limited to execution and/or delivery of appropriate acknowledgements, opinion of counsel, or other documents by the transferee.

12.4. Non-Exclusivity of the Plan. Nothing contained in the Plan is intended to modify or rescind any previously approved compensation plans or programs of the Company or create any limitations on the power or authority of the Board to adopt such additional or other compensation arrangements as the Board may deem necessary or desirable.

13. Securities Law and Other Restrictions.

Notwithstanding any other provision of the Plan or any agreements entered into pursuant to the Plan, the Company will not be required to issue any shares of Common Stock under this Plan, and a Participant may not sell, assign, transfer or otherwise dispose of shares of Common Stock issued pursuant to Incentive Awards granted under the Plan, unless (a) there is in effect with respect to such shares a registration statement under the Securities Act and any applicable securities laws of a state or foreign jurisdiction or an exemption from such registration under the Securities Act and applicable state or foreign securities laws, and (b) there has been obtained any other consent,

approval or permit from any other U.S. or foreign regulatory body which the Committee, in its sole discretion, deems necessary or advisable. The Company may condition such issuance, sale or transfer upon the receipt of any representations or agreements from the parties involved, and the placement of any legends on certificates representing shares of Common Stock, as may be deemed necessary or advisable by the Company in order to comply with such securities law or other restrictions.

14. Plan Amendment; Modification and Termination.

The Board may suspend or terminate the Plan or any portion thereof at any time, and may amend the Plan from time to time in such respects as the Board may deem advisable in order that Incentive Awards under the Plan will conform to any change in applicable laws or regulations or in any other respect the Board may deem to be in the best interests of the Company; provided, however, that no such amendments to the Plan will be effective without approval of the Company's stockholders if stockholder approval of the amendment is then required pursuant to Section 422 of the Code or the rules of any stock exchange or the NASDAQ Global Select, Global or Capital Market or similar regulatory body. No termination, suspension or amendment of the Plan may adversely affect any outstanding Incentive Award without the consent of the affected Participant; provided, however, that this sentence will not impair the right of the Committee to take whatever action it deems appropriate under Sections 3.2(c), 4.3 and 11 of the Plan.

15. Effective Date and Duration of the Plan.

The Plan is effective as of the Effective Date. The Plan will terminate at midnight on _____, 2025 and may be terminated prior to such time by Board action. No Incentive Award will be granted after termination of the Plan. Incentive Awards outstanding upon termination of the Plan may continue to be exercised, or become free of restrictions, according to their terms.

16. Miscellaneous.

16.1. Governing Law. Except to the extent expressly provided herein or in connection with other matters of corporate governance and authority (all of which shall be governed by the laws of the Company's jurisdiction of incorporation), the validity, construction, interpretation, administration and effect of the Plan and any rules, regulations and actions relating to the Plan will be governed by and construed exclusively in accordance with the laws of the State of Nevada notwithstanding the conflicts of laws principles of any jurisdictions.

16.2. Successors and Assigns. The Plan will be binding upon and inure to the benefit of the successors and permitted assigns of the Company and the Participants.

Exhibit 10.3

STOCK OPTION AGREEMENT
(NON-QUALIFIED STOCK OPTION)

THIS STOCK OPTION AGREEMENT (this "Agreement"), dated as of the _____ day of _____ (the "Grant Date"), is between Electroblate, Inc., a Nevada corporation (the "Company"), and _____ ("Optionee").

R E C I T A L S

A. The Company has adopted resolutions to provide equity-based compensation incentives in the form of options to purchase shares of the Company's common stock (the "Common Stock") in order to motivate, reward and retain personnel and to further align the interests of the personnel with those of the stockholders of the Company.

B. Optionee is eligible to receive a stock option and, upon executing a Notice of Exercise in the form attached hereto, to purchase shares of Common Stock of the Company.

C. Subject to the satisfaction of the conditions set forth herein, the Company desires to grant to Optionee a stock option to purchase shares of Common Stock, and Optionee is willing to accept such option, upon the terms and conditions hereinafter set forth.

D. The option set forth in this Agreement is intended to be a non-qualified stock option, not entitled to the benefits offered by a qualified option under Section 422 of the Internal Revenue Code.

E. The option is not issued under any award plan, other than the resolutions of the Board of Directors authorizing the Option and the terms hereof.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

1. Option. The Company hereby grants to Optionee a non-qualified option to purchase up to seventy five thousand, six hundred and fifty five (75,655) shares of Common Stock (the "Option Shares") at an exercise price of $2.67 per share (the "Option"). The Option shall be subject to the terms and provisions of this Agreement.

2. Vesting. Subject to the Term as set forth in Section 3 below, the Option will be vested in twelve (12) installments of three months each, commencing on May 1, 2015 (the "Initial Vesting Date"), and ending on the final installment date of February 1, 2018.

3. Term.

(a) The Option shall remain exercisable from the Grant Date until the fifth anniversary of the Grant Date (the "Term"), subject to the early termination events set forth herein. During the Term, the Optionee may exercise the Option in whole or in part at any time and from time to time. Thereafter, at the end of the Term or upon an early termination event, the Option shall expire and become unexercisable.

(b) If the Optionee's employment with, or other service to, the Company terminates for any reason (other than death, disability or cause) or for no reason, then any portion of the Option which is then exercisable shall remain exercisable during the ninety (90) day period following such termination or, if sooner, until the expiration of the Term and, to the extent not exercised within such period, shall thereupon terminate.

(c) If an Optionee's employment or other service is terminated by the Company for Cause (defined below), then any Option held by the Optionee, whether or not then exercisable, shall immediately terminate and cease to be exercisable. For purposes of this provision, the term "Cause" means (1) in the case where there is no employment, consulting or similar service agreement between the Optionee and the Company or any of its subsidiaries or where such an agreement exists but does not define "cause" (or words of like import), a termination classified by the Company or any of its subsidiaries, as a termination due to the Optionee's (i) commission of, or entry of a plea of guilty or no contest to any felony, fraud, misappropriation, embezzlement or other crime of moral turpitude; (ii) commission of, or entry of a plea of guilty or no contest to any crime or offense involving money or property of the Company; (iii) dishonesty or fraud; or (iv) insubordination, willful misconduct, refusal to perform services or materially unsatisfactory performance of duties; or (2) in the case where there is an employment, consulting or similar service agreement between the Optionee and the Company or any of its subsidiaries that defines "cause" (or words of like import), a termination that is or would be deemed for "cause" (or words of like import) under such agreement.

(d) During the Term, if the Optionee's employment with, or other service to, the Company terminates for reasons of death or Disability (defined below), then any portion of the Option which is then exercisable shall remain exercisable during the one (1) year period following the death or Disability of the Optionee or, if sooner, until the expiration of the Term and, to the extent not exercised within such period, shall thereupon terminate. The exercise may be made by the Optionee's executor, administrator, guardian or other legal representative, as the case may be. For purposes of this provision, the term "Disability" means that an Optionee is unable to carry out the responsibilities and functions of the position held by the Optionee by reason of any medically determinable physical or mental impairment for a period of not less than ninety (90) consecutive days. An Optionee will not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the board of directors of the Company in its discretion.

4. Manner of Exercising Option.

(a) Subject to the satisfaction of the conditions contained in this Agreement, the Option may be exercised by delivering to the Secretary or other officer of the Company a Notice of Exercise in the form attached hereto as Exhibit A, duly completed and executed by Optionee or his or her legal representative, together with payment in full for the shares of Common Stock purchased thereby.

(b) No shares of Common Stock shall be delivered to any Optionee until the Optionee has made arrangements acceptable to the Company for the satisfaction of any federal, state, or local income and employment tax withholding obligations (calculated at the statutory minimum amount for such withholding), including, without limitation, obligations incident to the receipt of shares. Upon exercise of the Option the Company shall withhold or collect from the Optinee an amount sufficient to satisfy such tax obligations, including, but not limited to, by surrender of the whole number of shares covered by the Option, if applicable, sufficient to satisfy the applicable tax withholding obligations incident to the exercise or vesting of an Option (calculated at the statutory minimum amount for such withholding). In the event of an exercise based on the net value as provided herein, the Company may require any amount for taxes due to be paid to the Company in cash in connection with the net value exercise.

(c) Notwithstanding anything in this Agreement to the contrary, but subject to the provisions for the payment of any taxes due, at the discretion of the Optionee, the aggregate exercise price of the portion of this Option being exercised may be paid, in whole or in part, (i) by cash or check payable to the Company; (ii) by surrender to the Company of that number of fully paid and non-assessable shares of Common Stock owned by the Optionee based on the Fair Market Value (defined below) equal to applicable exercise price; or (iii) by means of a "net value" exercise which reduces the number of Option Shares to be received upon such exercise to a "Net Number" of Option Shares determined according to the following formula:

Net Number = (A x (B - C))/B. For purposes of the foregoing formula:

A = the total number of Option Shares with respect to which this Option is then being exercised;

B = the last reported sale price (as reported by the principal national securities exchange on which the Common Stock is then traded) of the Common Stock on the trading date immediately preceding the date of the applicable exercise of this Option; and

C = the exercise price then in effect at the time of such exercise.

"Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on one or more established stock exchanges or national market systems, including without limitation the Nasdaq Capital Market, its Fair Market Value shall be the closing sales price for the stock (or the closing bid, if no sales were reported) as quoted on the principal exchange or system on which the Common Stock is listed (as determined by the board of directors or appropriate committee) on the date of determination (or, if no closing sales price or closing bid was reported on that date, as applicable, on the last trading date such closing sales price or closing bid was reported), as reported in The Wall Street Journal or such other source as the board of directors or appropriate committee deems reliable;

(ii) If the Common Stock is regularly quoted on an automated quotation system or by a recognized securities dealer, its Fair Market Value shall be the closing sales price for such stock as quoted on such system or by such securities dealer on the date of determination, but if selling prices are not reported, the Fair Market Value of a share of Common Stock shall be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or, if no such prices were reported on that date, on the last date such prices were reported), as reported in The Wall Street Journal or such other source as the board of directors or appropriate committee deems reliable; or

(iii) In the absence of an established market for the Common Stock of the type described in (i) and (ii) above, the Fair Market Value thereof shall be determined by the board of directors or appropriate committee in good faith.

(d) It is specifically intended that any exercise contemplated hereunder be exempt from the "short-swing profit" rule of Section 16(b) of the Exchange Act of 1934, as amended (the "Exchange Act"), as provided by Rule 16b-3 of the Exchange Act.

5. Corporate Transactions. In the event of a Corporate Transaction (defined below), this Option will convert into a similar option to acquire securities of the surviving entity in as near terms as provided for in this Agreement, as approved by the board of directors or appropriate committee of the Company, in good faith negotiations with the resulting company. For purposes of this provision, the term "Corporate Transaction" means a merger or consolidation of the Company in which the Company is not the surviving entity, except for a transaction the principal purpose of which is to change the state in which the Company is incorporated.

6. Piggyback Registration Rights.

(a) If the Company at any time proposes to register any of its securities under the Securities Act of 1933, as amended ("Securities Act"), other than in respect of an initial public offering, for sale to the public (except with respect to registration statements on Forms S-4, S-8 or another form not available for registering the Common Stock issuable on exercise of the Option for sale to the public), at each time it will give written notice at the applicable address of record to the Optionee of its intention to do so. Upon the written request of the Optionee, given within twenty (20) days after receipt by the Optionee of the notice, the Company will, subject to the limits contained in this Section 6, use its reasonable commercial efforts to cause all of the shares of Common Stock issuable on exercise of the Option ("Registrable Shares") to be registered under the Securities Act and qualified for sale under any state blue sky law, all to the extent required to permit such sale or other disposition of said Registrable Shares; provided, however, that if the Company is advised in writing in good faith by any managing underwriter of the Company's securities being offered in a public offering pursuant to such registration statement that the amount to be sold by persons other than the Company (collectively, "Selling Stockholders") is greater than the amount which can be offered without adversely affecting the offering, the Company may reduce the amount offered for the accounts of Selling Stockholders (including shares of Common Stock held by the Optionee) to a number deemed satisfactory by such managing underwriter. The reduction of the shares held by the Selling Stockholders will be done on a pro rata basis.

(b) The expenses of registering the Registrable Shares for the Optionee will be borne by the Company. The Optionee will bear the expenses of the sale of the Registrable Shares.

7. Lock Up Provisions.

(a) The Optionee agrees that in connection with any initial public offering ("IPO") by the Company of its common stock, during the period beginning on and including the date of the underwriting agreement through and including the date that is 365 days after the date of the underwriting agreement for the IPO (the "Lock-Up Period"), the Optionee, or any affiliated party of the Optionee or any successor in interest to the Option and the common stock issued upon exercise of the Option, will not, without the prior written consent of the lead underwriter for the IPO and the Company, directly or indirectly:

(i) offer, pledge, 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, lend or otherwise transfer or dispose of this Option or any shares of Common Stock issuable hereunder, or

(ii) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of this Option or the Common Stock issuable hereunder,

whether any transaction described in clause (i) or (ii) above is to be settled by delivery of this Option, Common Stock, other securities, in cash or otherwise. Moreover, if:

(1) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or

(2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period, the Lock-Up Period shall be extended and the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the date of issuance of the earnings release or the occurrence of the material news or material event, as the case may be, unless the lead underwriter for the IPO and the Company each waives, in writing, such extension.

(b) Notwithstanding the provisions set forth in the immediately preceding paragraph, the undersigned may, without the prior written consent of the lead underwriter, transfer the Option or any Common Stock issued under the Option as a bona fide gift or gifts, or by will or intestacy, to any member of the immediate family (as defined below) of the undersigned or to a trust the beneficiaries of which are exclusively the undersigned or members of the undersigned's immediate family or to a charity or educational institution; provided, however, that it shall be a condition to the transfer that (A) the transferee executes and delivers to lead underwriter of the IPO and the Company not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement and otherwise satisfactory in form and substance to the lead underwriter for the IPO and the Company, and (B) if the undersigned is required to file a

report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of the Option or the Common Stock issued under the Option by the Optionee during the Lock-Up Period (as the same may be extended as described above), the Optionee shall include a statement in such report to the effect that such transfer or distribution is not a transfer for value and that such transfer is being made as a gift or by will or intestacy, as the case may be For purposes of this paragraph, “immediate family” shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned.

8. Release. By signing below, Optionee, on behalf of himself or herself, his or her successors and assigns, hereby releases and forever discharges the Company and the present and former officers, directors, shareholders, employees, agents and attorneys of each of them from any and all actions, causes of action, damages, judgments, liabilities, obligations and claims whatsoever, in law or in equity, whether known or unknown, relating to, and covenants not to sue based on, any and all of the Company’s commitments made by the Company prior to the date hereof to issue Optionee stock options or other equity incentives.

9. No Transfer or Assignment. In addition to the Lock Up Provision set forth in Section 7 hereof, the Option may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by (i) will and by the laws of descent and distribution and (ii) during the lifetime of the Optionee, to the extent and in the manner authorized by the board of directors or appropriate committee, but only to the extent such transfers are made to family members, to family trusts, to family controlled entities, to charitable organizations, and pursuant to domestic relations orders, in all cases without payment for such transfers. Any purported sale, pledge, assignment, hypothecation, transfer, or disposition in contravention of this Section 8 shall be null and void *ab initio*.

10. Compliance with Laws and Regulations.

(a) The Company will not be obligated to issue or deliver shares of Common Stock pursuant to this Agreement unless the issuance and delivery of such shares complies with applicable law, including, without limitation, the Securities Act of 1933, as amended, the Securities Act of 1934, as amended, and the requirements of any stock exchange or market upon which the Common Stock may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

(b) In connection with the exercise of this Option, Optionee will execute and deliver to the Company such representations in writing as may be requested by the Company that it may comply with the applicable requirements of federal and state securities laws.

11. Notices. All notices, requests, demands, waivers, consents, approvals or other communications pursuant to this Agreement shall be in writing and delivered to the Company at its principal executive offices, Attention: Secretary, or to Optionee at the residence address reflected in the records maintained by the Company.

12. No Rights of Stockholder. Neither Optionee nor any legal representative of Optionee shall be, or have any of the rights and privileges of, a stockholder of the Company with respect to any shares subject to the Option except to the extent that certificates for such shares shall have been issued upon the exercise of the Option as provided for herein.

13. Construction. The board of directors or appropriate committee shall have exclusive authority to interpret and construe the Option, and its determinations with respect thereto shall be final and binding on the Company and Optionee.

14. No Rights Conferred. Nothing contained in this Agreement shall confer upon Optionee any right with respect to the continuation of his or her employment or other service with the Company or its subsidiaries or interfere in any way with the right of the Company and its subsidiaries at any time to terminate such employment or other service or to increase or decrease, or otherwise adjust, the other terms and conditions of the Optionee's employment or other service.

15. Entire Agreement; Amendment. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or supplemented except by a written instrument duly executed by each of the parties hereto; provided, however that the Company's board of directors or appropriate committee may amend the terms of this Agreement at any time without the written consent of the Optionee provided that such amendment does not adversely affect the rights of the Optionee.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its principles of conflict of laws.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Optionee has executed this Agreement, as of the day and year above written.

ELECTROBLATE, INC.

By: _____
Name:
Title:

OPTIONEE

_____

Exhibit A

NOTICE OF EXERCISE

TO: Electroblate, Inc.

The undersigned hereby exercises his/her option to purchase _____ shares of Common Stock of Electroblate, Inc. (the "Company"), as provided in the Stock Option Agreement dated as of _____, 20_____ at $_____ per share, for an aggregate purchase price of $ _____ (the "Purchase Price").

The undersigned is hereby paying the Purchase Price as follows (check one of the following):

_____ (i) The undersigned has enclosed herewith payment by cash or check made payable to the order of the Company in the amount of the Purchase Price; or

_____ (ii) The undersigned has received the prior approval of the Company that it will accept payment of the Purchase Price by the surrender to the Company of that number of fully paid and non-assessable shares of Common Stock owned by the undersigned Optionee which have an aggregate value equal to the Purchase Price and the undersigned has therefore enclosed herewith stock certificate number _____ representing a total of _____ shares of Common Stock in order to surrender to the Company _____ shares of Common Stock in payment of the Purchase Price; or

_____ (iii) The undersigned has received the prior approval of the Company that it will accept payment of the Purchase Price by means of a "net value" exercise and the undersigned hereby requests the Company to deliver to him/her _____ shares of Common Stock (the number of shares derived by a net value exercise) in full satisfaction of the exercise hereunder.

The undersigned hereby represents and warrants that it is his/her present intention to acquire and hold the aforesaid shares of Common Stock of the Company for his/her own account for investment, and not with a view to the distribution of any thereof, and agrees that he/she will make no sale, thereof, except in compliance with the applicable provisions of the Securities Act of 1933, as amended.

Signature: _____

Name (print) _____

Address: _____

_____

Dated: _____

Exhibit 10.4

September 15, 2014

Electroblate, Inc.
401 Wilshire Blvd. – Suite 1020
Santa Monica, CA 90401

Re: Engagement Agreement

Dear Sirs:

This letter agreement (the "Agreement") confirms the terms and conditions that will govern Electroblate, Inc. (together with its affiliates, subsidiaries, predecessors, and successors, the "Company") engagement (the "Engagement") of MDB Capital Group, LLC (together with its affiliates, "MDB") as the Company's exclusive financial advisor and placement agent in connection with an offering or series of offerings of Company securities.

1. Exclusive Appointment; Services.

a. Exclusive Appointment. The Company hereby appoints MDB to act as its exclusive placement agent in connection with the sale of its securities, including but not limited to equity, debt, equity-linked securities, or equity capital commitments ("Securities") to one or more financial, strategic, accredited, or other investors. The transactions currently contemplated consist of the following: (1) a private placement of approximately $6.5 million of Company common stock; and (2) a public offering of approximately $20 million of Company Securities. However, it is understood that the manner, size, and timing of the contemplated transactions may change, and more or fewer transactions may occur, and the exclusive appointment of MDB covers any and all offerings or sales of any type or form, including but not limited to private placements, registered direct offerings, institutional offerings under Rule 144A and similar arrangements, mergers and acquisitions, loans, and public offerings, on any basis, agency or underwritten (each, an "Offering").

During the term of this Agreement, the Company will not, nor will it permit any of its advisors or representatives to, engage any party other than MDB to act as placement agent or underwriter for any Offering, or to perform any other financial advisory, underwriting, or investment banking services for the Company. If the Company or, to the Company's knowledge, any of its subsidiaries, stockholders, members, partners, affiliates, advisors or representatives, is contacted by any person concerning an Offering of Securities or expressing a desire to purchase Securities, the Company shall provide to MDB all relevant details of the inquiry.

b. Services. MDB represents and warrants that it is a licensed broker/dealer under applicable federal and state securities law. MDB further represents that it is not subject to any of the disqualifying factors of Rule 506(d), of Regulation D promulgated by the Securities and Exchange Commission. MDB shall assist the Company in identifying investors and potential purchasers, carrying out due diligence

with respect to any potential Offering, and analyzing, structuring, and negotiating the contemplated Offering(s) on the terms and conditions set forth herein. In the case of private Offerings, MDB shall undertake to arrange such transactions on a "best efforts" basis; in the case of a public offering, where MDB is the managing or lead underwriter, it shall underwrite a public Offering, if any, on a "firm commitment" basis. However, nothing contained herein constitutes a commitment or guarantee, express or implied, that any Offering will be consummated. MDB will not have the power or authority to bind the Company to any sale of the Securities, and any Offering will be conducted at a price and on terms satisfactory to the Company. MDB will have the right, but not the obligation, to determine the allocation of the Securities among prospective purchasers, if necessary, provided that such allocation is reasonably acceptable to the Company.

2. Compensation. As consideration for the services provided under this Agreement, the Company will pay MDB a fee as follows:

a. Fee. The Company shall pay MDB a cash fee (the "Fee") equal to ten percent (10%) of the Gross Transaction Value (defined below) of any Offering, which is due and payable at the time of each closing of an Offering ("Closing") (directly from escrow, if an escrow account is used).

As used herein, the term "Gross Transaction Value" shall be any consideration whether paid directly or indirectly to or by the Company, or an affiliate, or to any of its stockholders, directors, officers or other management personnel, or to any third party at the direction of the Company, so long as such consideration is paid in connection with an Offering, including, but not limited to:

i. all cash, Securities or other property;

ii. the aggregate principal amount of any indebtedness assumed in connection with the Offering;

iii. all contingent future payments (including, but not limited to, milestone payments, royalties, or any other payments based upon future sales, profits or otherwise);

iv. any payments for non-compete covenants or consulting agreements;

v. the net value of any assumed liabilities; and

vi. the net value of any excess benefits which are realized by any party or any stockholder, director, officer, employee or agent thereof as a result of contractual arrangements providing for benefits to it which are greater than those which would be available to it on an arm's length basis.

If the Gross Transaction Value is paid in whole or in part in the form of Securities or property other than cash, the value of such Securities or property, for purposes of calculating MDB's fee, shall be deemed to be the fair market value thereof on the day prior to the Closing, as the Company and MDB shall mutually agree; provided, however, that if such Securities consist of freely trading Securities for which there is an existing public trading market, the fair market value thereof shall be deemed to be the average of the last sales prices for such Securities on the ten (10) trading days ending five (5) days prior to Closing. With respect to contingent or non-contingent future payments, the value will be determined, and the payment made, at such future date.

b. Warrants. In addition to the Cash Fee, immediately upon Closing, the Company shall sell to MDB warrants ("Warrants") to purchase the same type and character of Securities as are issued in the Offering or if a Security that can be equated to Common Stock, then shares of Common Stock (*e.g.*, Common Stock), in an amount equal to ten percent (10%) of the aggregate Securities issued in the Offering for the sum of $1,000. Such Warrants will be for a term of seven (7) years. In connection with any public Offering, Warrants will be priced at not less than 120% (one hundred twenty percent) of the Offering price per share; provided however, in connection with any private Offering, Warrants issued hereunder will have an exercise price equal to the per share or unit selling price of the Securities sold to investors in the Offering. The Warrants will contain cashless exercise and anti-dilution provisions and representations and warranties normal and customary for warrants issued to placement agents or underwriters, and will not be callable or terminable prior to the expiration date. No adjustment will be made to the exercise price or number of shares underlying the Warrants in the event of subsequent financings. Common stock underlying the Warrants will have registration rights set forth in a registration rights agreement that will be similar to those rights provided to investors in the Offering (if any), subject to FINRA approval. Additionally, if Warrants are to be issued in connection with a registered public offering, then the Warrants and underlying Securities will be registered on the registration statement. For the sake of clarity, the registration rights will be separate as between the investors and MDB, and they will be transferrable with the Warrants or underlying securities, if transferred as restricted stock. The Company shall bear all costs and expenses of registration, including the filing and clearing of one or more registration statements. The Warrants may be issued to any persons or entities designated by MDB.

c. Other Fee Provisions; Fee Tail. The entire Fee and Warrants will be payable in respect of any other sale or placement of Company Securities that closes or is in process during the term of this Agreement regardless of whether such sale has been arranged by MDB, by another agent, or directly by the Company, other than in connection with an Offering that is subject to compensation review by and compliance with rules of FINRA. Upon termination of this Agreement for any reason, the Company shall promptly pay MDB its accrued but unpaid fees and unreimbursed expenses incurred as of the date of termination. Notwithstanding any termination of this Agreement, MDB shall be entitled to the entire Fee and Warrants set forth in Section 2(a)-(b) if, within one (1) year of the later to occur of (i) the termination of this Agreement or (ii) the last Closing of any Offering arranged by MDB, the Company consummates or enters into an agreement for the sale of Securities or to obtain financing or other benefit with any person or entity contacted by MDB in connection with this engagement (each, an "MDB Investor") and in connection with an Offering other than an Offering that is a public Offering under a registration statement. Any and all such fees shall be payable upon the Closing of any such sale. To the extent that any Fee or Warrant compensation is required to be reduced from the amounts stated herein, due to the rules of FINRA, then the amounts due hereunder will be adjusted accordingly.

d. Expenses. The Company is responsible for all costs and expenses associated with any Offering of its Securities, provided that in connection with an Offering that is subject to filing with and compliance with the compensation rules of FINRA, the Company and MDB will negotiate a maximum reimbursable amount. Promptly upon request, the Company shall reimburse MDB for all reasonable out-of-pocket expenses incurred in connection with this Engagement, including but not limited to reasonable travel, printing, and the fees and expenses of legal counsel and any other

independent advisors selected and retained by MDB (with the Company's consent, which shall not be unreasonably withheld), subject to the following:

i. MDB Expenses. With the exception of legal fees and expenses, any single expense in excess of $1,000 (one thousand dollars) will not be incurred without the Company's prior approval.

ii. Legal Expenses. It is understood that the amount of MDB's legal expenses necessarily depends on the manner and size of any Offering the Company pursues. Prior to MDB's engagement of counsel with respect to any Offering, public or private, the Company shall deposit with MDB a refundable legal fee retainer of $25,000 (twenty-five thousand dollars). With respect to any single private Offering, the Company shall not be expected to reimburse MDB more than $25,000 (twenty-five thousand dollars) in legal fees. It is understood that the fees of MDB's counsel for any public Offering ("Underwriter's Counsel") will significantly exceed $25,000 but will not exceed the market rate for similar services by counsel of commensurate reputation, experience, and skill; legal fees for Underwriter's Counsel shall be negotiated in good faith and approved by the Company (which approval shall not be unreasonably withheld) prior to commencement of any work by Underwriter's Counsel with respect to any public Offering of Company Securities, it being understood that in no event will MDB advance legal fees on the Company's behalf.

e. Executive Placement Fees; Background Checks. Should the Company request MDB to recruit executives for the Company, the Company agrees to pay in connection therewith a fee of up to $40,000 for the CEO and $25,000 for each other executive or member of the Board of Directors, with a maximum total placement fee for all persons of $150,000. The fee will be payable upon hiring. If MDB provides other assistance to the Company or recruiters working on the Company's behalf to hire executives or members of the Board of Directors, then the Company shall reimburse MDB for any and all reasonable out-of-pocket expenses actually incurred, including fees and expenses paid to third parties. It is the understanding of the Company and MDB that the Company will not have to pay recruiting fees to more than one recruiting firm for each executive, director or other person. Background checks on existing or potential executives or directors, if deemed necessary by MDB in its sole discretion, will be funded directly by the Company in the amount of $2,500 each.

f. Payments. All payments to be made to MDB hereunder will be made in cash by wire transfer of immediately available U.S. funds. Except as expressly set forth herein, no fee payable to MDB hereunder shall be credited against any other fee due to MDB. The obligation to pay any fee or expense set forth herein shall be absolute and unconditional and shall not be subject to reduction by way of setoff, recoupment or counterclaim.

3. Manner of Offering; Representations and Warranties of the Company. The Company warrants and agrees that:

a. Due Diligence. The Company will fully cooperate with MDB in any due diligence investigation reasonably requested by MDB in connection with the Engagement and will furnish MDB with such information with respect to the business, operations, assets, liabilities, financial condition and prospects of the Company, including but not limited to financial statements, certificates of its senior officers regarding such information, and opinions of counsel and other independent advisors,

and such other documents as MDB may from time to time reasonably request (the "Company Information") to assist in preparing a private placement memorandum, registration statement, or similar document for use in connection with any Offering and will provide MDB with access to the officers, directors, employees, accountants, counsel and other representatives (collectively, the "Representatives") of the Company. The Company represents and warrants that all Company Information provided to MDB, including but not limited to the Company's financial statements, will be complete and correct in all material respects 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 in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company acknowledges and confirms that MDB (i) will use and rely upon the accuracy and completeness of all such Company Information without independently investigating or verifying same; (ii) has not been retained to independently verify any such Company Information; (iii) assumes no responsibility for the accuracy, completeness, or adequacy for any purpose of such Company Information or any other information regarding the Company; and (iv) will not make any appraisal of any assets of the Company.

b. Offering Materials. The Company will be solely responsible for the contents of the private placement memorandum, registration statement, or other offering document, other than for information provided in writing by MDB to the Company concerning the plan of distribution, pricing of the Securities offered, and MDB and its affiliates (as such may be amended or supplemented from time to time, and including any information incorporated therein by reference, the "Offering Materials") and any and all other written or oral communications, other than underwriter free writing prospectus or solicitation materials, provided by or on behalf of the Company to any actual or prospective purchaser of the Securities, and the Company represents and warrants that the Offering Materials (other than with respect to any financial projections contained therein, if any), registration statement, and such other communications will not, as of the date of the offer or sale of the Securities, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. With respect to any financial projections that may be contained in the Offering Materials (the "Projections"), the Company represents and warrants that the Projections will be made with a reasonable basis and in good faith and that the Projections will represent the best then-available estimate and judgment as to the future financial performance of the Company based on the assumptions to be disclosed therein, which assumptions will be all the assumptions that are material in forecasting the financial results of the Company and which will reflect the best then-available estimate of the events, contingencies and circumstances described therein. The Company authorizes MDB to provide the Offering Materials and related communications to prospective and final purchasers of the Securities.

If, at any time prior to the completion of the offer and sale of the Securities, an event occurs that would cause the Offering Materials, registration statement, or other selling communications, other than any underwriter free writing prospectus or solicitation materials, to contain an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or that would cause a material change in the Company's view of the likelihood of achievement of the Projections or the reasonableness of the underlying assumptions, then the Company will notify MDB immediately of such event, and MDB will suspend solicitations of the

prospective purchasers of the Securities until such time as the Company shall prepare a supplement or amendment to the Offering Materials, registration statement, and selling communications that corrects such statement or omission or revises the Projections or such assumptions.

c. Reliance Upon Company Representations and Opinions of Counsel, Etc. The Company agrees that any representations and warranties made by it to any investor in the Offering shall be deemed also to be made to MDB for its benefit, and MDB shall be entitled to rely upon the same opinions of counsel and accountant's letters that are provided to purchasers of the Securities. Accordingly, the Company shall cause any such opinion or letter delivered to any investors in the Offering also to be addressed and delivered to MDB, or cause such counsel to deliver to MDB a letter authorizing it to rely upon such opinion.

d. Compliance with State Securities Laws. The Company will be solely responsible for all applicable state securities law compliance with respect to the offer and sale of the Securities, including the timely making of any filings or taking other actions required under the applicable securities or "blue sky" laws or regulations of such domestic states as MDB reasonably may specify and the continuation of qualifications in effect for so long as may be required. The Company will provide MDB with copies of any pertinent filings at the time they are made, and to the extent any filing contains information relating to MDB and/or the terms of this Engagement, MDB will be provided a copy of the intended filing sufficiently in advance to permit time for review and comment. Compliance with state securities laws will be at the Company's sole expense.

e. Offerings Exempt from Registration. To the extent that any Offering is designated as one to be made pursuant to an applicable exemption from registration under the Securities Act of 1933, as amended (the "Act"), the Company agrees that it will not, directly or indirectly, make any offer or sale of any Securities which would cause the contemplated Offering to fail to be entitled to the applicable exemption or unreasonably limit the availability of a public registered Offering or an Offering in which MDB will act. In particular, the Company represents and warrants to MDB that it has not, directly or indirectly, made any offers or sales of Securities which would cause the Offering of the Securities contemplated hereunder to fail to be entitled to the exemption from registration afforded by Section 4(2) of the Act. As used herein, the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Act.

To the extent that an Offering is designated as one to be made pursuant to Regulation D under the Act, the offer and sale of the Securities will comply with the requirements of Regulation D, including, without limitation, the requirements that:

(i) The Company will not offer or sell the Securities by means of any form of general solicitation or general advertising, unless MDB agrees that there may be a public form of general solicitation, which consent may be withheld in the discretion of MDB.

(ii) The Company will not offer or sell the Securities to any person who is not an "accredited investor" (as defined in Rule 501 under the Act), and to the extent any offer is made pursuant to Rule 506(c) MDB and the Company will obtain the necessary verifications that any investor is an accredited investor, as the Company determines necessary.

(iii) The Company will exercise reasonable care to assure that the purchasers of the Securities are not underwriters within the meaning of Section 2(11) of the Act and, without limiting the foregoing, that such purchasers will comply with Rule 502(d) under the Act.

(iv) The Company will obtain verification that none of its officers, directors (or equivalent) and 20% shareholders of the Company are not subject to the "bad boy" disqualifications set forth in Rule 506(d).

(v) The Company will not make any filings with the Securities and Exchange Commission with respect to the offer and sale of the Securities without prior notification to MDB.

f. Use of Proceeds. None of the proceeds of the Offering will be used to make or repay loans to, or purchase assets from, any officer, director or executive management of the Company, or any sponsor, general partner, manager or advisor or any of the Company's affiliates, except as identified in Schedule B hereto.

g. Independent Directors. At the time of the closing of an Offering, where either Securities and Exchange Commission regulation or the rules of a national exchange require the Company to have independent board members, the Company shall identify any independent directors, using the standards for independent board members set forth in NASD Rule 5605(b), unless the Company Securities are listed on a national exchange with superior independence standards, in which case the board members will meet the more stringent standards.

h. No Disciplinary Action. Neither the Company, nor any officer, director, or executive management of the Company, nor any sponsor, general partner, manager, advisor, or affiliate of the Company, has been the subject of SEC, FINRA, or state disciplinary actions or proceedings or criminal complaints within the last ten years, except as identified in Schedule C hereto.

i. Audits. The Company shall be solely responsible for performing, and shall perform, all financial audits necessary to meet the listing requirements of the NASDAQ, NYSE, or AMEX exchanges, as appropriate.

j. IP Development. At the request of MDB, the Company shall retain a professional patent strategy firm reasonably acceptable to MDB in terms of scope of services and fees.

k. Additional Pre-Offering Requirements. Prior to any Offering, the Company shall ensure that its capital structure, employee stock option plan, and Board of Directors are reasonably acceptable to MDB and, where applicable, the Company shall cause all holders to convert all notes and preferred shares to Common Stock with the extinguishment of attached rights.

l. Lock-Up Period. In the event of an IPO and listing on an exchange by the Company, all shares, shares underlying options, warrants and convertible securities and the options, warrants and convertible securities themselves, held at that time by any of the directors, officers and 5% or greater shareholders of the Company (excluding 5% shareholders who are investors in the an Offering), ODURF, EVMS, AMI, MDB (as to their founder shares) and Pamela and Richard Nuccitelli (and

their respective direct and indirect affiliates) and such other holders of the Company securities as designated by MDB, will agree not to sell directly or indirectly any of their securities of the Company for a period of 12 months following the initial public offering and listing on an exchange (collectively, the "12 Month Lock-Up Securities"). Regardless of the foregoing, all Fee shares or shares underlying Warrants received or to be received by MDB hereunder and all fee shares/shares underlying warrants received or to be received by the IP Development Company pursuant to subsection (j) above, if any, may not be sold or redeemed for a period of 180 days only, following the initial public offering and initial listing on an exchange. Any of the 12 Month Lock-Up Securities may be sold or transferred in a private transaction notwithstanding the applicable lock-up, so long as the purchaser or transferee thereof agrees to be bound by the aforementioned lock-up arrangements for the balance of the applicable lock-up period. Investors in an Offering that is in the manner of a bridge financing, if any, will be required to not sell or transfer their shares and other securities for a period of 180 days after any initial public offering and initial listing on an exchange of Company that may be underwritten by MDB or in which MDB participates as an underwriter or selling group member, which lock-up agreement will provide that MDB is a third party beneficiary. Any of the foregoing lock-up provisions may only be released or modified upon the written consent of MDB acting together with the Company.

m. Investor Relations Firm; Investor Conference Calls. For a period of two (2) years from the Closing of an Offering, the Company shall retain an investor relations firm reasonably acceptable to MDB in terms of scope of services and fees, which firm should have the ability to perform investor relations and product and company branding functions. For a period of two (2) years from the Closing of an Offering, the Company, with the aid of the investor relations firm, will announce and hold investor and public conference calls at least quarterly, at which the Company will review its quarterly and annual financial results and give guidance for the financial results of the then fiscal year, which information will also be made available in a press release and Form 8-K.

n. Post-Offering Commitments. For a period of two (2) years from the Closing of an Offering, the Company shall, no less than 24 hours prior to making any public filing or announcement, provide to MDB all such proposed public filings and announcements for its review and comment, unless MDB gives notice to the Company of it foregoing receiving the public filing or announcement, which waiver may be given for a specific period of time, for a specific filing, or permanently.

4. Confidentiality. Reference is made to that certain Mutual Non-Disclosure Agreement effective June 26, 2013, as amended effective March 6, 2014 and as further amended effective as of June 25, 2014, among and between MDB, the Alfred E. Mann Institute for Biomedical Engineering at the University of Southern California, BioElectroMed, Inc., NanoBlate Corp., Eastern Virginia Medical School, Old Dominion University Research Foundation, and ThelioPulse, Inc. (the "NDA"), which was adopted and ratified by the Company on or about April 9, 2014] The NDA will continue to govern the treatment of Confidential Information (as defined in the NDA) exchanged by the parties in connection with the performance of this Agreement, and the term of the NDA shall be deemed extended, if necessary, to coincide with the Term of this Agreement.

Notwithstanding any provision of the NDA to the contrary, MDB is authorized to transmit to any prospective investor in the Offering the following: confidential material furnished by the Company or prepared by MDB in conjunction with the Company for transmission to prospective investors; and forms of purchase

agreements and any other legal documentation supplied to MDB for transmission to any prospective investor by or on behalf of the Company. The Company authorizes MDB to execute, on the Company's behalf, confidentiality agreements in a form acceptable to the Company with such prospective investors.

5. Indemnification. The Company agrees to indemnify MDB and related persons in accordance with the indemnification agreement attached as Exhibit A, which is incorporated herein by this reference. The provisions of Exhibit A shall survive any termination or expiration of this Agreement.

6. Term and Termination. MDB's Engagement will commence upon the execution of this Agreement and shall continue in effect for a period of one (1) year (the "Initial Term"). During the Initial Term, this agreement may not be terminated by the Company absent gross misconduct of MDB. After the expiration of the Initial Term, the Agreement shall automatically renew and continue in effect until it is terminated by either party with thirty (30) days' written notice to the other pursuant to Section 19. Upon termination of this Agreement for any reason, the rights and obligations of the parties hereunder shall terminate, except for the obligations set forth in Sections 2, 3(b)-(n), 4-13, and Exhibit A, which shall survive termination.

Notwithstanding any termination of this Agreement, the Company will cooperate fully with MDB by promptly providing information and cooperating with investigations for the limited purposes of enabling MDB to ensure compliance with the terms of this Agreement and assisting MDB in fulfilling its due diligence, reporting, or legal obligations in connection with the Engagement. Any Confidential Information provided for this purpose will be subject to confidential treatment by MDB as set forth herein at Section 4.

7. Additional Services; Right of First Refusal based on Private Offering. Should the Company request MDB to perform any services or act in any capacity not specifically addressed in this Agreement, such services or activities shall constitute separate engagements, the terms and conditions of which will be embodied in separate written agreement(s) and will include appropriate indemnification provisions. The indemnity provisions of Exhibit A shall apply to any such additional engagements (whether or not covered by a separate written agreement), unless and until superseded by a written indemnity provision set forth in a subsequent agreement.

In the event that MDB has earned the fees set forth in Section 2(a) and (b) in connection with the sale of Securities in the private placement contemplated in Section 1(a), then MDB shall, for 12 (twelve) months following the closing of such transaction, have the right but not the obligation to act as sole and exclusive advisor, manager, underwriter or placement agent to the Company on the next transaction for which the Company would require the services of an investment bank. Such transaction to which this right applies shall be at a competitive market rate for compensation of investment bankers and include, but is not limited to, merger and/or acquisitions transactions and additional Offerings of any type (public or private).

8. Other Transactions; Disclaimers. The Company acknowledges that MDB is engaged in a wide range of investing, investment banking and other activities (including investment management, corporate finance, securities issuance, trading and research and brokerage activities) from which conflicting interests or duties, or the appearance thereof, may arise. Information held elsewhere within MDB but not

accessible (absent a breach of internal procedures) to its investment banking personnel providing services to the Company will not under any circumstances affect MDB's responsibilities to the Company hereunder. The Company further acknowledges that MDB and its affiliates have and may continue to have investment banking, broker-dealer and other relationships with parties other than the Company pursuant to which MDB may acquire information of interest to the Company. MDB shall have no obligation to disclose to the Company or to use for the Company's benefit any such non-public information or other information acquired in the course of engaging in any other transaction (on MDB's own account or otherwise) or otherwise carrying on the business of MDB. The Company further acknowledges that from time to time MDB's independent research department may publish research reports or other materials, the substance and/or timing of which may conflict with the views or advice of MDB's investment banking department and/or which may have an adverse effect on the Company's interests in connection with the transactions contemplated hereby or otherwise. In addition, the Company acknowledges that, in the ordinary course of business, MDB may trade the securities of the Company for its own account and for the accounts of its customers, and may at any time hold a long or short position in such securities. MDB shall nonetheless remain fully responsible for compliance with federal securities laws in connection with such activities.

It is expressly understood and agreed that MDB has not provided nor is undertaking to provide any advice to the Company relating to legal, regulatory, accounting, or tax matters. The Company acknowledges and agrees that it has relied and will continue to rely on the advice of its own legal, tax and accounting advisors in all matters relating to any Offering contemplated hereunder.

The Company further acknowledges and agrees that MDB will act solely as an independent contractor hereunder, and that MDB's responsibility to the Company is solely contractual in nature and that MDB does not owe the Company or any other person or entity, including but not limited to its shareholders, any fiduciary or similar duty as a result of the Engagement or otherwise.

The Company agrees that neither MDB nor any of its controlling persons, affiliates, directors, officers, employees or consultants shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company for any losses, claims, damages, liabilities or expenses arising out of or relating to the Engagement, unless it is finally judicially determined that such losses, claims, damages, liabilities or expenses resulted solely from the gross negligence or willful misconduct of MDB.

9. Announcements. The Company acknowledges that MDB, at its option and expense, and no earlier than the first to occur of (i) the signing of definitive agreements regarding an Offering or (ii) the public announcement of an Offering, may place announcements and advertisements or otherwise publicize an Offering (which may include the reproduction of the Company's logo and a hyperlink to the Company's website) on MDB's website and in such financial and other newspapers and journals as it may choose, stating that MDB has acted as an agent in connection with or advised the Company about such Offering.

10. Complete Agreement; Amendments; Assignment. This Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements, whether oral or written, between MDB and the Company. This Agreement may not be amended or modified except in writing. The rights of MDB hereunder shall be freely assignable to any affiliate of MDB, and this Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against each of the parties and their successors and assigns.

11. Third Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto and, with the exception of the rights and benefits conferred upon the Indemnified Parties by Section 5 and Exhibit A of this Agreement, shall not be deemed or interpreted to confer any rights upon any third parties.

12. Governing Law; Jurisdiction; Venue. All aspects of the relationship created by this Agreement shall be governed by and construed in accordance with the laws of the State of California, applicable to contracts made and to be performed in California, without regard to its conflicts of laws provisions. All actions and proceedings which are not submitted to arbitration pursuant to Section 13 hereof shall be heard and determined exclusively in the state and federal courts located in the County of Los Angeles, State of California, and the Company and MDB hereby submit to the jurisdiction of such courts and irrevocably waive any defense or objection to such forum, on forum non conveniens grounds or otherwise. The parties agree to accept service of process by mail, to their principal business address, addressed to the chief executive officer and secretary thereof. The parties hereby agree that this Section 12 shall survive the termination and/or expiration of this Agreement.

13. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles (with the exception of claims to enforce the indemnity provision contained herein, which may, at the option of the party seeking relief, be submitted either to arbitration or to any court of competent jurisdiction). The arbitration shall be administered either by FINRA Dispute Resolution pursuant to its Code of Arbitration Procedure, or if FINRA cannot or does not accept the arbitration, by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

The parties hereby agree that this Section 13 shall survive the termination and/or expiration of this Agreement.

The Company's consent to Arbitration must be confirmed by initialing below:

_____

14. Severability. Should any one or more covenants, restrictions and provisions contained in this Agreement be held for any reason to be void, invalid or unenforceable, in whole or in part, such unenforceability will not affect the validity of any other term of this Agreement, and the invalid provision will be binding to the fullest extent

permitted by law and will be deemed amended and construed so as to meet this intent. To the extent any provision cannot be so amended or construed as a matter of law, the validity of the remaining provisions shall be deemed unaffected and the illegal or invalid provision will be deemed stricken from this Agreement.

15. Section Headings. The section headings herein are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

16. Accounting. Any calculation, computation or accounting that may be required under this Agreement shall be made in accordance and conformity with the Generally Accepted Accounting Principles and other standards as determined by the Financial Accounting Standards board and regulatory agencies with appropriate jurisdiction.

17. Counterparts. This Agreement may be executed via facsimile transmission and may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single instrument.

18. Patriot Act. MDB hereby notifies the Company that pursuant to the requirements of the USA PATRIOT Act (the “Patriot Act”), it is required to obtain, verify and record information that identifies the Company in a manner that satisfies the requirements of the Patriot Act. This notice is given in accordance with the requirements of the Patriot Act.

19. Notice. All notices, demands, and other communications to given pursuant to this Agreement shall be in writing and shall be personally delivered, sent by overnight delivery using a nationally recognized courier service, sent by facsimile transmission, or emailed. Notice shall be deemed received: (a) if personally delivered, upon the date of delivery to the address of the receiving party; (b) if sent by overnight courier, the date actually received by the recipient; (c) if sent by facsimile or email, when sent. The parties will each promptly notify the other of any changes to the following contact information.

Notices to MDB shall be sent to:

MDB Capital Group, LLC
401 Wilshire Blvd., Suite 1020
Santa Monica, California 90401
Fax: (310) 526-5020
Email: d@mdb.com

Notices to the Company shall be sent to:

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing below. We look forward to a long and successful relationship with you.

Very truly yours,

MDB CAPITAL GROUP LLC

By: Anthony DiGiandomenico
Head of Investment Banking

ACCEPTED AND AGREED TO
AS OF THE DATE FIRST ABOVE WRITTEN:

Electroblate, Inc.

By: Christopher A. Marlett
Its: President

EXHIBIT A

MDB CAPITAL GROUP LLC
401 Wilshire Boulevard, Suite 1020
Santa Monica, California 90401

Ladies and Gentlemen:

In further consideration of the engagement by Electroblate, Inc. (the "Company") of MDB Capital Group LLC ("MDB") to act as the Company's exclusive placement agent in connection with a potential Offering or Offerings of securities, as such engagement is described in that letter agreement between us of even date (the "Engagement Agreement"), the Company agrees to indemnify MDB and certain other persons provided for herein, as follows:

A. Indemnification Generally. The Company hereby agrees to indemnify and hold harmless MDB Capital, its directors, officers, agents, employees, members, affiliates, subsidiaries, counsel, and each other person or entity who controls MDB or any of its affiliates within the meaning of Section 15 of the Securities Act (collectively, the "Indemnified Parties") to the fullest extent permitted by law from and against any and all losses, claims, damages, expenses, or liabilities (or actions in respect thereof) ("Losses"), joint or several, to which they or any of them may become subject under any statute or at common law, and to reimburse such Indemnified Parties for any reasonable legal or other expense (including but not limited to the cost of any investigation, preparation, response to third party subpoenas) incurred by them in connection with any litigation or administrative or regulatory action ("Proceeding"), whether pending or threatened, and whether or not resulting in any liability, insofar as such losses, claims, liabilities, or litigation arise out of or are based upon (1) the engagement of MDB pursuant to the Engagement Agreement or subsequent agreement between the Company and MDB; (2) the Offering of Company Securities contemplated by the Engagement Agreement or subsequent agreement between the Company and MDB; (3) any other matter referred to or contemplated by the Engagement Agreement or subsequent agreement between the Company and MDB; (4) any untrue statement or alleged untrue statement of any material fact contained in the private placement memorandum, offering materials, registration statement, or other offering or selling document (as may be amended or supplemented and including any information incorporated therein by reference, the "Company Documentation"), or in any other written or oral communication provided by or on behalf of the Company to any actual or prospective purchaser of Securities (as that term is defined in the Engagement Agreement), unless such untrue statement or alleged untrue statement arises solely from information supplied by any members, officers, agents or employees of MDB, in writing specifically for use therein; or (5) the omission or alleged omission to state in the Company Documentation 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; provided, however, that while the indemnity provisions herein shall include any and all claims regardless of whether MDB Capital's sole negligence, active or passive, contributed to losses, they shall not apply to (i) amounts paid in settlement of any such litigation if such settlement is effected without the consent of the Company, which consent will not be unreasonably withheld, (ii) Losses arising solely from the willful misconduct or gross negligence of Indemnified Parties or (iii) Losses based on information provided in writing by MDB to the Company concerning the plan of distribution, pricing of the Securities offered, and MDB and its affiliates and other written

or oral communications that are underwriter free writing prospectus or solicitation materials; and provided that the Company will not be responsible for the fees and expenses of more than one counsel to all Indemnified Parties, in addition to appropriate local counsel, unless in the reasonable judgment of any Indemnified Party there exists a potential conflict of interest which would make it inappropriate for one counsel to represent all such Indemnified Parties.

B. Reimbursement. The Company will reimburse all Indemnified Parties for all reasonable expenses (including, but not limited to, reasonable fees and disbursements of counsel for the Indemnified Parties) incurred by any such Indemnified Parties in connection with investigating, preparing, and defending any such action or claim, whether or not in connection with pending or threatened litigation in connection with the transaction to which an Indemnified Parties is a party, promptly as such expenses are incurred or paid (unless the Indemnified Parties request they be paid in advance pursuant to Subsection C below).

C. Advances. Notwithstanding any other provision hereof or any other agreement between the parties, the Company shall advance, to the extent not prohibited by law, all expenses reasonably anticipated to be incurred by or on behalf of the Indemnified Parties in connection with any Proceeding, whether pending or threatened, within fifteen (15) days of receipt of a statement or statements ("Statement(s)") from the Indemnified Parties, or any of them, requesting such advances from time to time. This advancement obligation shall include any refundable retainers of counsel retained by Indemnified Parties (as selected by Indemnified Parties in their sole and absolute discretion), subject to the restriction that the Company shall not be required to advance legal fees of the Indemnified Persons with respect to more than one (1) law firm that is representing the Indemnified Parties. If, due to conflict or other issues, the Indemnified Persons engage more than one law firm to represent them (or any of them), the Company's indemnification obligations under this Schedule A shall only apply as against one law firm representing MDB or the majority of the Indemnified Parties. Any Statement requesting advances shall evidence the expenses anticipated or incurred by the Indemnified Parties with reasonable particularity and may include only those expenses reasonably expected to be incurred within the 60-day period following each Statement. In the event some portion of the amounts advanced pursuant to this Section C are unused, or in the event a court of ultimate jurisdiction determines that the Indemnified Parties are not entitled to be indemnified against certain expenses, Indemnified Parties shall return the unused or disallowed portion of any advances within ninety (90) days of the final disposition of any Proceeding to which such advances pertain, together with interest thereon at an annual percentage rate of 6%.

D. Contribution. If such indemnification is for any reason not available or insufficient to hold an Indemnified Party harmless, the Company agrees promptly to contribute to the Losses involved in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company, on the one hand, and by MDB, on the other hand, with respect to the Engagement or, if such allocation is determined by a court or arbitral tribunal to be unavailable, in such proportion as is appropriate to reflect other equitable considerations such as the relative fault of the Company on the one hand and of MDB on the other hand; provided, however, that, to the extent permitted by applicable law, the Indemnified Parties shall not be responsible for amounts which in the aggregate are in excess of the amount of all cash fees, exclusive of costs, actually received by MDB from the Company at the Closing in connection with the Engagement. Relative benefits to the Company, on the

one hand, and to MDB, on the other hand, with respect to the Engagement shall be deemed to be in the same proportion as (i) the total value received or proposed to be received by the Company in connection with the Offering, whether or not consummated, bears to (ii) all fees received or proposed to be received by MDB in connection with the engagement. Relative fault shall be determined, in the case of Losses arising out of or based on any untrue statement or any alleged untrue statement of a material fact or omission or alleged omission to state a material fact, 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 to MDB and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

E. No Liability Without Gross Negligence or Misconduct. The Company agrees that no Indemnified Party shall have any liability to the Company or its respective owners, successors, heirs, parents, affiliates, security holders or creditors for any Losses, except to the extent such Losses are determined, by a final, non-appealable judgment by a court or arbitral tribunal of competent jurisdiction, to have resulted solely from such Indemnified Person's gross negligence or willful misconduct or Losses based on information provided in writing by MDB to the Company concerning the plan of distribution, pricing of the Securities offered, and MDB and its affiliates and other written or oral communications that are underwriter free writing prospectus or solicitation materials.

F. Notice. MDB agrees, promptly upon receipt, to notify the Company in writing of the receipt of written notice of the commencement of any action against it or against any other Indemnified Parties, in respect of which indemnity may be sought hereunder; however, the failure so to notify the Company will not relieve it from liability under Sections A above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the Company of substantial rights or defenses.

G. Settlement. The Company will not, without MDB's prior written consent, settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any pending Proceeding in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party therein) unless the Company has given MDB reasonable prior written notice thereof and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Proceeding. The Company will not permit any such settlement, compromise, consent or termination to include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Party, without such Indemnified Party's prior written consent. No Indemnified Party seeking indemnification, reimbursement or contribution under this Agreement will, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Proceeding referred to herein.

H. Survival; Successors. The indemnity, contribution and expense reimbursement obligations set forth herein shall be in addition to any liability the Company may have to any Indemnified Party at common law or otherwise, and shall remain operative and in full force and effect notwithstanding the termination of this Agreement, the closing of the contemplated Offering, and any successor of MDB or any other Indemnified Parties shall be entitled to the benefit of the provisions hereof. Prior to entering into any agreement or arrangement with respect to, or effecting, any merger, statutory exchange or other business combination or proposed sale or exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth herein, the Company will promptly notify MDB in writing thereof and, if requested by MDB, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth herein, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case in an amount and on terms and conditions reasonably satisfactory to MDB.

I. Consent to Jurisdiction; Attorneys' Fees. Solely for the purpose of enforcing the Company's obligations hereunder, the Company consents to personal jurisdiction, service and venue in any court proceeding in which any claim subject to this Agreement is brought by or against any Indemnified Party other than MDB. In any action for enforcement of this indemnity provision, the prevailing party shall be entitled to recover all costs, including reasonable attorneys' fees, of bringing such an action.

Electroblate, Inc.

_____

By: Christopher A. Marlett
Its: President

Exhibit 10.5

ELECTROBLATE, INC.

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**"), dated as of _____ ____, 2014, is made and entered into by and between Electroblate, Inc., a Nevada corporation with its principal executive offices located at 401 Wilshire Boulevard, Suite 1020 Santa Monica, CA 90401 (the "**Company**"), and each of the purchasers listed on Schedule A hereto (the "**Purchasers**").

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**");

WHEREAS, the Purchasers, severally and not jointly, desire to purchase and the Company desires to issue and sell to the Purchasers, in each case upon the terms and subject to the conditions set forth in this Agreement, up to an aggregate of 2,996,225 shares (the "**Shares**") of common stock, $0.001 par value per share, of the Company (the "**Common Stock**"), at a purchase price of $2.67 per share (the "**Per Share Purchase Price**") (the Common Stock is sometimes referred to herein as the "**Securities**"), which are being offered on a Minimum $4,000,000 and Maximum $8,000,000 basis;

WHEREAS, each Purchaser, severally and not jointly, wishes to purchase, upon the terms and conditions stated in this Agreement, such number of shares of Common Stock as is set forth immediately next to such Purchaser's name on Schedule A hereto;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the parties hereto are executing and delivering a Registration Rights Agreement, in the form attached hereto as Exhibit A (the "**Registration Rights Agreement**" and collectively with this Agreement, the Questionnaire (as defined below), the Escrow Agreement (as defined below), and the Registration Rights Agreement, the "**Transaction Documents**") pursuant to which the Company has agreed to provide to the Purchasers certain registration rights under the Securities Act and the rules and regulations promulgated thereunder, and applicable state securities laws;

WHEREAS, the Company has engaged MDB Capital Group, LLC as its exclusive placement agent (the "**Placement Agent**") for the offering contemplated hereby;

WHEREAS, the Company prepared a private placement memorandum dated October 15, 2014,, referred to as the "**Memorandum**" for use by the Placement Agent and the Purchasers, which describes the Company and certain transactions that are a condition to the sale of the Securities.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the Company and each Purchaser severally (and not jointly) hereby agree as follows:

1. Purchase and Sale of Common Stock.

(a) Purchase of Common Stock. Subject to the terms and conditions set forth in this Agreement, on the Closing Date (as defined below), the Company shall issue and sell to each Purchaser and each Purchaser, severally and not jointly, agrees to purchase from the Company such number of Shares as is set forth next to such Purchaser's name on Schedule A hereto for an aggregate purchase price of $_____ (the "**Aggregate Purchase Price**").

(b) Closing Date. Subject to the satisfaction (or written waiver) of the conditions thereto set forth in Section 5 and Section 6 below, the date and time of the issuance and sale of the Shares pursuant to this Agreement (the "**Closing Date**") shall be 3:00 p.m., New York time, on the date first written above, or such other mutually agreed upon time. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall occur on the Closing Date at such location as may be agreed to by the parties and may be undertaken remotely by facsimile or other electronic transmission.

(c) Closing and Escrow. Unless other arrangements have been made between the Company and a specific Purchaser, on or prior to the Closing, each Purchaser shall deliver or cause to be delivered the following in accordance with the subscription procedures described in Section 1(e) below:

(i) this Agreement and the Registration Rights Agreement, duly executed by such Purchaser;

(ii) an amount equal to the Per Share Purchase Price multiplied by the number of Shares to be purchased by such Purchaser as set forth next to such Purchaser's name on Schedule A hereto (such product, the "**Subscription Amount**"), in the form of a wire transfer to the Escrow Agent, in accordance with the Escrow Agent's written instructions; and

(iii) a fully completed and duly executed Questionnaire in the form attached as Exhibit B hereto (the "**Questionnaire**").

The funds received pursuant to this Section 1(c)(ii) will be placed with U.S. Bank National Association, who will serve as escrow agent for the Closing (the "**Escrow Agent**"). At the Closing, as evidenced by a written certificate signed by the Company and the Placement Agent certifying that the conditions to closing hereon have been met, the Escrow Agent will deliver the applicable funds to the Company. If this Agreement is terminated, each Purchaser shall receive back its Subscription Amount promptly, without interest.

The Closing will not take place until all the Transaction Documents have been duly delivered as provided herein, and the Company has received in escrow the Subscription Amount for all the Securities being sold to the Purchasers. Certificates evidencing the Securities may be delivered after the Closing, within a reasonable time.

For purposes of the timing of the Closing, it will be deemed that the sale of the Securities will have happened immediately after the acquisition by the Company of ThelioPulse, Inc. ("**TPI**"), BioElectroMed, Inc. ("**BEM**"), and NanoBlate Corp ("**NBC**") and entered into modified licenses with the Alfred E. Mann Institute for Biomedical Engineering at the University of Southern California ("**AMI-USC**"), and Old Dominion University Research Foundation ("**ODURF**"), and Eastern Virginia Medical School ("**EVMS**").

(e) Subscription Procedure. Each Purchaser shall deliver or cause to be delivered a duly executed copy of this Agreement, the Registration Rights Agreement, and a fully completed and duly executed Questionnaire to the Placement Agent at the following address: MDB Capital Group, LLC, *Attention: Compliance Department*, 401 Wilshire Blvd., Suite 1020, Santa Monica, CA 90401. Unless other arrangements have been made with a particular Purchaser, each Purchaser shall also deliver or cause to be delivered the Subscription Amount pursuant to Section 1(d)(ii) hereof.

(f) Acceptance. This Agreement sets forth various representations, warranties, covenants and agreements of the Company and the Purchasers, as the case may be, all of which shall be deemed made, and shall be effective without further action by the Company and the Purchasers, immediately upon the Company's acceptance of a Purchaser's subscription and shall thereupon be binding upon the Company and the applicable Purchasers. Acceptance is evidenced only by execution of this Agreement by the Company on its signature page attached hereto, and the Company shall have no obligation hereunder to a Purchaser until the Company shall have delivered to such Purchaser an executed copy of this Agreement.

2. Representations and Warranties of the Purchasers. Each Purchaser severally (and not jointly) represents and warrants to the Company solely as to such Purchaser that, as of the date hereof and as of the Closing Date:

(a) Investment Purpose. The Securities to be acquired by such Purchaser are being acquired or will be acquired for investment for such Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and such Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act. Such Purchaser does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Securities in violation of the Securities Act. Such Purchaser has not been formed for the specific purpose of acquiring the Securities.

(b) Accredited Investor Status. Such Purchaser is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act (an "**Accredited Investor"**).

(c) Reliance on Exemptions. Such Purchaser understands that the Securities are being offered and sold to it in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that the Company is relying upon the truth and accuracy of, and such Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of such Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of such Purchaser to acquire the Securities.

(d) Information. Such Purchaser and its advisors, if any, have been furnished with the Memorandum and all materials relating to the business, financial condition, results of operations, management and operations of the Company and materials relating to the offer and sale of the Securities which have been requested by such Purchaser or its advisors, and considered all factors such Purchaser deems material in deciding on the advisability of investing the Securities. Such Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company. Notwithstanding the foregoing representations, neither such inquiries nor any other due diligence investigation conducted by Purchaser or any of its advisors or representatives shall modify, amend or affect Purchaser's right to rely on the Company's representations and warranties contained in Section 3 below.

(e) No Governmental Review. Such Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities.

(f) Restricted Securities. Such Purchaser understands that the Securities have not been registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Purchaser's representations as expressed herein. Such

Purchaser understands that the Securities are characterized as "*restricted securities*" under applicable U.S. federal and state securities laws and that, pursuant to these laws, Purchaser must hold the Securities indefinitely unless subsequently registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available.

(g) Legends. It is understood that certificates evidencing the Securities may bear the following or substantially similar legends, reflecting the restricted nature of the Securities and the lock up to which the Purchaser has agreed in this Agreement:

> The securities represented hereby have not been registered under the Securities Act of 1933, as amended, and may not be transferred, sold or otherwise disposed of except (i) pursuant to an effective registration statement under said act, (ii) unless sold or eligible to be sold pursuant to Rule 144 or 144A of said act, or (iii) an opinion of counsel reasonably satisfactory to the Company that registration is not required under said act. The securities may be pledged in connection with a bona fide margin account or other loan or financing arrangement secured by the securities.
>
> The securities represented hereby are subject to an agreement between the holder and the Company whereby the holder will not attempt to sell the securities directly or indirectly prior to the 180 day after the initial public offering by the Company of its securities for capital raising purposes.

(h) Authorization; Enforcement. Each Transaction Document to which such Purchaser is a party: (i) has been duly and validly authorized by such Purchaser, (ii) has been duly executed and delivered by or on behalf of such Purchaser, and (iii) will constitute, upon execution and delivery by such Purchaser thereof and the Company, the valid and binding agreements of such Purchaser enforceable in accordance with their terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and general principles of equity that restrict the availability of equitable or legal remedies.

(i) Residency. If the Purchaser is an individual, then such Purchaser resides in the state or province identified in the address of such Purchaser set forth on the signature pages hereto. If the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of such Purchaser in which its principal place of business is identified in the address or addresses of such Purchaser set forth on the signature pages hereto and such entity is duly organized in its state of formation.

(j) Investment Experience. Purchaser is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States companies in private placements in the past, and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Purchaser to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. Such Purchaser is able to bear the economic risk of an investment in the Securities and is able to afford a complete loss of such investment.

(k) Communication of Offer. Purchaser was contacted by either the Company or the Placement Agent with respect to a potential investment in the Securities. Purchaser, to its knowledge, is not purchasing the Securities as a result of any "general solicitation" or "general advertising," as such terms are defined in Regulation D of the Securities Act, which includes, but is not limited to, any

advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or on the internet or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement.

(l) Brokers and Finders. Other than the Placement Agent with respect to the Company, no person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Company or any Purchaser for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of such Purchaser. The Company has agreed to pay a commission and expense reimbursement to the Placement Agent in connection with the sale of the Securities. Such Purchaser acknowledges that it is purchasing the Securities directly from the Company and not from the Placement Agent.

(m) FINRA. Such Purchaser (i) has had no position, office or other material relationship within the past three years with the Company or persons known to it to be affiliates of the Company, and (ii) if such Purchaser is a member of the Financial Industry Regulatory Authority ("**FINRA**") or an associated person of a member of FINRA, such Purchaser, together with its affiliates and any other associated persons of such member of FINRA, does not, and as of the Closing will not, directly or indirectly have a beneficial interest (as determined under FINRA Rule 5130(i)(1)) of more than 50% of the outstanding voting securities of the Company.

Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser, severally and jointly, that, as of the date hereof and as of the Closing Date:

(a) Organization and Qualification. The Company and each of the Subsidiaries is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization (as applicable), with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. Neither the Company nor any Subsidiary is in violation or default of any of the provisions of its respective certificate or articles of incorporation, bylaws or other organizational or charter documents. Each of the Company and the Subsidiaries is duly qualified to conduct business and is in good standing as a foreign corporation or other entity in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, could not have or reasonably be expected to result in (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business or condition (financial or otherwise) of the Company and the Subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document (any of (i), (ii) or (iii), a "**Material Adverse Effect**") and no Proceeding of which the Company has received written notice or otherwise has Knowledge has been instituted in any such jurisdiction revoking, limiting or curtailing or seeking to revoke, limit or curtail such power and authority or qualification.

(b) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by each of the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of each of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its Board of Directors or the Company's stockholders in connection therewith other than in connection with the Required Approvals (as defined below). Each Transaction Document to which the Company is a party has been (or upon the execution and delivery thereof by the Company will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation

of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) Capitalization. As of the date hereof, the authorized capital stock of the Company consists of 5,000,000 shares of preferred stock, no par value, of which no shares are issued and outstanding, 45,000,000 shares of Common Stock, of which 1,125,000 shares are issued and outstanding immediately prior to the Closing and the acquisition transactions. There are approximately 4,581,870 shares of common stock reserved for issuance pursuant to various contractual agreements described in the Memorandum relating to the acquisition transactions, and 299,625 shares of common stock are reserved for issuance pursuant to the Company's obligation to the Placement Agent to issue a warrant for such shares upon completion of the Closing. The Company does not currently have any employee equity award program, however, it plans to adopt one in the future and prior to any initial public offering. All of the outstanding shares of capital stock are duly authorized, validly issued, fully paid and non-assessable and free of pre-emptive rights and were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties. All of the issued and outstanding shares of capital stock of each Subsidiary have been duly authorized and validly issued and are fully paid, non-assessable and free of pre-emptive rights, were issued in full compliance with applicable state and federal securities law and any rights of third parties and are owned by the Company, beneficially and of record, subject to no Lien (as defined below). No shares of capital stock of the Company or any Subsidiary are subject to preemptive rights or any other similar rights of the stockholders or any mortgage, lien, title claim, assignment, encumbrance, security interest, adverse claim, contract of sale, restriction on use or transfer or other defect of title of any kind, other than those arising under applicable securities laws (each, a "**Lien**"). The Certificate of Incorporation of the Company as in effect on the date hereof ("**Certificate of Incorporation**") and the Company's By-laws, as in effect on the date hereof (the "**By-laws**") have been made available to the Purchasers.

(d) Issuance of Shares. The Shares have been duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens, with the holders being entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties of the Purchasers in this Agreement, the offer and issuance by the Company of the Securities is exempt from registration under the Securities Act.

(e) No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the other transactions contemplated hereby and thereby do not and will not: (i) conflict with or violate any provision of the Company's or any Subsidiary's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company or any Subsidiary, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company or Subsidiary debt or otherwise) 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 (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or a Subsidiary is subject (including federal and state securities laws and regulations and the rules), or by which any property or asset of the Company or a Subsidiary is bound; except in the case of each of clauses (ii) and (iii), such as could not have and would not reasonably be expected to result in a Material Adverse Effect.

(f) Absence of Litigation. There is no material action, suit, inquiry, notice of violation, proceeding or investigation pending or, to the Knowledge of the Company, threatened against or affecting the Company, any Subsidiary or any of their respective properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an "**Action**") which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) except as disclosed in the Memorandum. Neither the Company nor any Subsidiary, nor any director or officer thereof, is or has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

(g) Intellectual Property. The Company owns all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, original works, inventions, licenses, approvals, governmental authorizations, trade secrets, licenses, formulae, mask works, customer lists, internet domain names, know-how and other intellectual property, including trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems, procedures or registrations or applications relating to the same (collectively, "**Intellectual Property**") as described in its Memorandum. The Company owns valid title, free and clear of any Liens, or possesses the requisite valid and current licenses or rights, free and clear of any Liens, to use all Intellectual Property in connection with the conduct its business as now operated. Except as disclosed in the Memorandum, there is no claim or action by any person pertaining to, or proceeding pending, or to the Company's Knowledge threatened, which challenges the right of the Company or of a Subsidiary to use any Intellectual Property as such Intellectual Property is currently being used in the business. To the Company's Knowledge, the Company or its Subsidiaries' current and intended products, services and processes do not infringe on any Intellectual Property or other rights held by any person, and the Company is unaware of any facts or circumstances which might give rise to any of the foregoing. Except as disclosed in the Memorandum, the Company has not received any notice of infringement of, or conflict with, the asserted rights of others with respect to the Intellectual Property. The Company and each of its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of their Intellectual Property.

(h) Tax Matters. Except for matters that would not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect and in respect of California franchise tax of its Subsidiaries, the Company and each Subsidiary has (i) timely filed all necessary federal, state and foreign income and franchise tax returns, (ii) set aside on its books provision reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply and timely paid or accrued all taxes shown as due thereon, and, to the Company's Knowledge no tax deficiency has been asserted or threatened against the Company or any Subsidiary. The Company has not received notice that any of its tax returns is presently being audited by any taxing authority. Other than franchise tax of its subsidiaries in California, there are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the Company has no Knowledge of any basis for any such claim.

(i) Certain Transactions. Other than the TPI, BEM, NBC transactions, the AMI-USC and ODURF and EVMS license transactions and the agreement with the Placement Agent, and the initial capitalization of the Company, none of the officers or directors of the Company and, to the Knowledge of the Company, none of the employees of the Company is presently a party to any transaction with the Company or any Subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services

to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the Knowledge of the Company, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, in each case in excess of $120,000 other than for (i) payment of salary or consulting fees for services rendered, (ii) reimbursement for expenses incurred on behalf of the Company and (iii) other employee benefits, including stock option agreements under any Employee Benefit Plan of the Company.

(j) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents and the Memorandum, the Company confirms that neither it nor any other Person acting on its behalf has provided any of the Purchasers or their agents or counsel with any information that it believes constitutes or might constitute material, nonpublic information. The Company understands and confirms that each of the Purchasers will rely on the foregoing representation in effecting the contemplated transaction in securities of the Company. All disclosure furnished by or on behalf of the Company to the Purchasers regarding the Company, its business and the transactions contemplated hereby, including the schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) No General Solicitation. Neither the Company nor any person acting on behalf of the Company has offered or sold any of the Securities by any form of general solicitation or general advertising. The Company has offered the Securities for sale only to the Purchasers and certain other "*accredited investors*" within the meaning of Rule 501 under the Securities Act.

(l) No Integrated Offering. Neither the Company, nor any of its Affiliates, nor any Person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would cause this offering of the Securities to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of any such securities under the Securities Act, or (ii) any applicable shareholder approval provisions of any Trading Market on which any of the securities of the Company are listed or designated.

(m) No Brokers. The Company has taken no action which would give rise to any claim by any person for brokerage commissions, transaction fees or similar payments relating to this Agreement or the transactions contemplated hereby, other than to the Placement Agent.

(n) Permits; Compliance. The Company and the Subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("**Material Permits**"), and neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(o) ERISA. There are no employee benefit plans maintained, established or sponsored by the Company, or in or to which the Company participates or contributes, which is subject to the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"). The Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has complied with all applicable laws for any such employee benefit plan.

(p) Title to Property. The Company and the Subsidiaries have good and marketable title in fee simple to all real property owned by them and good title in all personal property owned by them that is material to the business of the Company and the Subsidiaries, in each case free and clear of all Liens, except for Liens as do not materially affect the value of such property and do not materially interfere with the use currently made of such property by the Company and the Subsidiaries and Liens for the payment of federal, state or other taxes, the payment of which is neither delinquent nor subject to penalties. Any real property and facilities held under lease by the Company and the Subsidiaries are held by them under valid, subsisting and enforceable leases with which the Company and the Subsidiaries are in material compliance.

(q) Insurance. To the Knowledge of the Company, there is no circumstance currently existing that would result in the Company or any Subsidiary not being able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business and in compliance with its contractual obligations.

(r) Questionable Payments. Neither the Company nor any of its Subsidiaries nor, to the Company's Knowledge, any of their respective current or former directors, officers, employees, agents or other Persons acting on behalf of the Company or any Subsidiary, has on behalf of the Company or any Subsidiary or in connection with their respective businesses: (a) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (b) made any direct or indirect unlawful payments to any governmental officials or employees from corporate funds; (c) established or maintained any unlawful or unrecorded fund of corporate monies or other assets; (d) made any false or fictitious entries on the books and records of the Company or any Subsidiary; or (e) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment of any nature.

(s) Investments in Other Persons. Neither the Company nor any of its Subsidiaries has made any loan or advance to any person which is outstanding, nor is it committed or obligated to make any such loan or advance, nor does the Company or any of its Subsidiaries own any capital stock (excluding cash and cash equivalents held by third parties), assets comprising the business of, obligations of, or any equity, ownership or other interest in, any person that is not a Subsidiary.

(t) No Investment Company. The Company is not, and is not an Affiliate of, and immediately after receipt of payment for the Securities, will not be or be an Affiliate of, an "investment company" an affiliate of an "investment company," a company controlled by an "investment company" or an "affiliated person" of, or "promoter" or "principal underwriter" for, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(u) Material Contracts. Except as disclosed herein and in the Memorandum (a "**Material Agreement**") or as contemplated by this Agreement or another Transaction Document, there are no agreements, understandings, commitments, instruments, contracts, employment agreements, proposed transactions or judgments to which the Company is a party or by which it is bound which may involve obligations (contingent or otherwise), or a related series of obligations (contingent or otherwise), of, or payments, or a related series of payments, by the Company in excess of $250,000 in any one year. All Material Agreements are in full force and effect and constitute legal, valid and binding obligations of the Company and, to the Company's Knowledge, the other parties thereto and are enforceable in accordance with their respective terms. To the Company's Knowledge, neither the Company nor any person is in default under the terms of any Material Agreement, and no circumstance exists that would, with the giving of notice or the passage of time, constitute a default under any Material Agreement.

(v) Employees. No material labor dispute exists or, to the Knowledge of the Company, is threatened or imminent with respect to any of the employees of the Company which could reasonably be expected to result in a Material Adverse Effect. None of the Company's or its Subsidiaries' employees is a member of a union that relates to such employee's relationship with the Company or such

Subsidiary, and neither the Company nor any of its Subsidiaries is a party to a collective bargaining agreement, and the Company believes that their relationships and their Subsidiaries' relationships with their respective employees are good. No executive officer is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any third party, and the continued employment of each such executive officer does not subject the Company or any of its Subsidiaries to any liability with respect to any of the foregoing matters. The Company and its Subsidiaries are in compliance with all U.S. federal, state, local and foreign laws and regulations relating to employment and employment practices, terms and conditions of employment and wages and hours, except where the failure to be in compliance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(w) Compliance. Neither the Company nor any Subsidiary (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company or any Subsidiary under), nor has the Company or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other Material Agreement to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any order of any court, arbitrator or governmental body, or (iii) is or has been in violation of any statute, rule or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or would not reasonably be expected to result in a Material Adverse Effect.

(x) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution of, delivery and performance by the Company of the Transaction Documents, other than the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (the "**Required Approvals**"). Subject to the accuracy of the representations and warranties of each Purchaser set forth in Section 2 hereof, the Company has taken all action necessary to exempt (i) the issuance and sale of the Securities and (ii) the other transactions contemplated by the Transaction Documents from the provisions of any stockholder rights plan or other "poison pill" arrangement, any anti-takeover, business combination or control share law or statute binding on the Company or to which the Company or any of its assets and properties may be subject and any provision of the Company's Certificate of Incorporation or Bylaws that is or could reasonably be expected to become applicable to the Purchasers as a result of the transactions contemplated hereby, including without limitation, the issuance of the Securities and the ownership, disposition or voting of the Securities by the Purchasers or the exercise of any right granted to the Purchasers pursuant to this Agreement or the other Transaction Documents.

(y) Environmental Matters. The Company and its Subsidiaries (A) are in compliance with all Environmental Laws (as defined below), (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (A), (B) and (C), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "**Environmental Laws**" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "**Hazardous Materials**") into the environment, or otherwise relating to the manufacture,

processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

(z) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is reasonably expected to exist or occur with respect to the Company, any of its Subsidiaries or any of their respective businesses, properties, liabilities, operations (including results thereof) or condition (financial or otherwise), that (i) would be required to be disclosed by the Company under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Company of its Common Stock and which has not been disclosed to the Purchasers, (ii) would reasonably be expected to have a Material Adverse Effect or (iii) could have a material adverse effect on any Purchaser's investment hereunder.

(aa) Foreign Corrupt Practices. Neither the Company nor any of its Subsidiaries nor, to the Company's knowledge, any director, officer, agent, employee or other Person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company or any of its Subsidiaries (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(bb) Indebtedness and Other Contracts. Neither the Company nor any of its Subsidiaries, (i) has any outstanding Indebtedness (as defined below) in excess of $250,000, (ii) is a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect, other than certain United States NIH grants and instruments entered into during the ordinary course of business, (iii) is in violation of any term of, or in default under, any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (iv) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "**Indebtedness**" of any Person means, without duplication (A) all indebtedness for borrowed money, (B) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with generally accepted accounting principles) (other than trade payables entered into in the ordinary course of business), (C) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (D) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (E) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (F) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (G) all indebtedness referred to in clauses (A) through (F) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, claim, lien, tax, right of first refusal, pledge, charge, security interest or other encumbrance upon or in any property or assets

(including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (H) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (A) through (G) above; and (y) "**Contingent Obligation**" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(cc) Subsidiary Rights. The Company or one of its Subsidiaries has the unrestricted right to vote, and (subject to limitations imposed by applicable law) to receive dividends and distributions on, all capital securities of its Subsidiaries as owned by the Company or such Subsidiary.

(dd) U.S. Real Property Holding Corporation. Neither the Company nor any of its Subsidiaries is, or has ever been, and so long as any of the Securities are held by any of the Purchasers, shall become, a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the Company and each Subsidiary shall so certify upon any Purchaser's request.

(ee) Transfer Taxes. On the Closing Date, all stock transfer or other taxes (other than income or similar taxes) which are required to be paid in connection with the issuance, sale and transfer of the Securities to be sold to each Purchaser hereunder will be, or will have been, fully paid or provided for by the Company, and all laws imposing such taxes will be or will have been complied with.

(ff) Bank Holding Company Act. Neither the Company nor any of its Subsidiaries is subject to the Bank Holding Company Act of 1956, as amended (the "**BHCA**") and to regulation by the Board of Governors of the Federal Reserve System (the "**Federal Reserve**"). Neither the Company nor any of its Subsidiaries or affiliates owns or controls, directly or indirectly, five percent (5%) or more of the outstanding shares of any class of voting securities or twenty-five percent (25%) or more of the total equity of a bank or any equity that is subject to the BHCA and to regulation by the Federal Reserve. Neither the Company nor any of its Subsidiaries or affiliates exercises a controlling influence over the management or policies of a bank or any entity that is subject to the BHCA and to regulation by the Federal Reserve.

(gg) Shell Company Status. The Company is not, and has never been, an issuer identified in, or subject to, Rule 144(i) promulgated under the Securities Act.

(hh) Money Laundering. The Company and its Subsidiaries are in compliance with, and have not previously violated, the USA Patriot Act of 2001 and all other applicable U.S. and non-U.S. anti-money laundering laws and regulations, including, but not limited to, the laws, regulations and Executive Orders and sanctions programs administered by the U.S. Office of Foreign Assets Control, including, but not limited, to (i) Executive Order 13224 of September 23, 2001 entitled, "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)); and (ii) any regulations contained in 31 CFR, Subtitle B, Chapter V.

(ii) Management. During the past five year period, no current or former officer or director or, to the knowledge of the Company, stockholder of the Company or any of its Subsidiaries has been the subject of:

(i) a petition under bankruptcy laws or any other insolvency or moratorium law or the appointment by a court of a receiver, fiscal agent or similar officer for such Person, or any partnership in which such person was a general partner at or within two years before the filing of such petition or such appointment, or any corporation or business association of which such person was an executive officer at or within two years before the time of the filing of such petition or such appointment;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding (excluding traffic violations);

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining any such person from, or otherwise limiting, the following activities:

1. Acting as a futures commission merchant, introducing broker, commodity trading advisor, commodity pool operator, floor broker, leverage transaction merchant, any other person regulated by the United States Commodity Futures Trading Commission or an associated person of any of the foregoing, or as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activity;

2. Engaging in any type of business practice; or

3. Engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation of securities laws or commodities laws;

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any authority barring, suspending or otherwise limiting for more than 60 days the right of any such person to engage in any activity described in the preceding sub paragraph, or to be associated with persons engaged in any such activity;

(v) a finding by a court of competent jurisdiction in a civil action or by any other governmental authority to have violated any securities law, regulation or decree and the judgment in such civil action or finding by a governmental authority has not been subsequently reversed, suspended or vacated; or

(vi) a finding by a court of competent jurisdiction in a civil action or by the Commodity Futures Trading Commission to have violated any federal commodities law, and the judgment in such civil action or finding has not been subsequently reversed, suspended or vacated.

(jj) Public Utility Holding Act. None of the Company nor any of its Subsidiaries is a “holding company,” or an “affiliate” of a “holding company,” as such terms are defined in the Public Utility Holding Act of 2005.

(kk) Federal Power Act. None of the Company nor any of its Subsidiaries is subject to regulation as a “public utility” under the Federal Power Act, as amended.

(ll) No Additional Agreements. The Company does not have any agreement or understanding with any Purchaser with respect to the transactions contemplated by the Transaction Documents other than as specified in the Transaction Documents.

3. Covenants. In addition to the other agreements and covenants set forth herein, unless otherwise consented to in writing by the Company and a majority in interest of the Purchasers, the applicable parties hereto hereby covenant as follows:

(a) General Affirmative Obligations. The Company will furnish to the Purchaser and/or their assignees such information relating to the Company and its Subsidiaries as is required by law, which is reasonably be requested by the Purchasers; provided, however, that the Company shall not be required to disclose material nonpublic information to the Purchaser, or to advisors to or representatives of the Purchaser, unless prior to disclosure of information the Company identifies the information as being material nonpublic information and provides the Purchasers such advisors and representatives with the opportunity to accept or refuse to accept the material nonpublic information for review and the Purchaser wishing to obtain such information enters into an appropriate confidentiality agreement with the Company, in the form prepared by the Company in its sole determination, with respect thereto.

(b) Form D; Blue Sky Laws. The Company agrees to file a Form D with respect to the Securities as required under Regulation D with each of the SEC and the states in which a Purchaser is resident, and to comply with the State of New York Martin Act, including filing the Forms M-11 or 99, consent to service of process and state and further state notices. The Company shall take such action as the Company shall reasonably determine is necessary to qualify the Securities for sale to the Purchasers at the applicable closing pursuant to this Agreement under applicable securities or "blue sky" laws of the states of the United States (or to obtain an exemption from such qualification).

(c) Corporate Existence. Subject to appropriate shareholder action, the Company will use reasonable commercial efforts to maintain its corporate existence for at least two years after the date hereof, except in connection with a consolidation or merger of the Company with or into another corporation or any transfer of all or substantially all of the assets of the Company.

(d) Sarbanes-Oxley Matters. When and if required to do so, the Company will comply with any and all applicable requirements of the Sarbanes-Oxley Act of 2002 that are effective for the Company, and any and all applicable rules and regulations promulgated by the SEC thereunder. The Company shall implement such programs and shall take such steps reasonably necessary to provide for its future compliance (not later than the relevant statutory and regulatory deadline therefor) with all provisions of Section 404 of the Sarbanes-Oxley Act that shall become applicable to the Company.

(e) No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the Securities Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

(f) Financial Information. For two years after the date hereof, the Company agrees to send promptly the following to each Investor (as defined in the Registration Rights Agreement),unless the following are filed with or furnished to the SEC through EDGAR and are available to the public through the EDGAR system, a copy of its financial statements prepared on an unaudited basis, for its fiscal year and each fiscal quarter, if and when prepared, which will include any consolidated balance sheets, income statements, stockholders' equity statements and/or cash flow statements, and copies of any notices and other information made available or given to the stockholders of the Company generally, contemporaneously with the making available or giving thereof to the stockholders.

(g) Conduct of Business. The business of the Company and its Subsidiaries shall not be conducted in violation of any law, ordinance or regulation of any Governmental Entity, except where such violations would not result, either individually or in the aggregate, in a Material Adverse Effect.

(h) Passive Foreign Investment Company. The Company shall conduct its business in such a manner as will ensure that the Company will not be deemed to constitute a passive foreign investment company within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended.

(i) Purchaser Lock-Up. In connection with the initial public offering of the Company's securities, if any, each Purchaser hereby agrees 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 however or whenever acquired (other than those included in the registration statement of the initial public offering, if any) without the prior written consent of the managing or lead underwriter of such offering, for a period of one hundred and eighty (180) days from the effective date of such registration statement (the "Restricted Period"), and to the extent requested by the underwriter, each Purchaser shall, at the time of such offering, execute a separate, additional agreement reflecting these requirements binding on such Purchaser that are substantially consistent with this Section 14; provided, however, that if during the last seventeen (17) days of the Restricted Period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the Restricted Period the Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this section shall continue to apply until the end of the third (3rd) trading day following the expiration of the fifteen (15) day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the Restricted Period extend beyond two hundred sixteen (216) days after the effective date of the registration statement (collectively the "**Lock Up Period**"). In order to enforce the restriction set forth above or any other restriction agreed by Purchaser, including without limitation any restriction requested by the underwriters of any initial public offering of the securities of the Company agreed by such Purchaser, the Company may impose stop-transfer instructions with respect to any security acquired under or subject to this Agreement until the end of the applicable Lock Up Period. The Company's underwriters shall be third-party beneficiaries of the agreement set forth in this section.

Each Purchaser agrees that prior to the Company's initial public offering it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this section, provided that this section shall not apply to transfers pursuant to a registration statement. If the Purchaser is permitted to make any transfer of the Securities during the Lock Up Period, it shall be a condition to the transfer that (A) the transferee executes and delivers to MDB and the Company not later than one business day prior to such transfer, a written agreement, in substantially the form of this provision and otherwise satisfactory in form and substance to MDB and the Company, and (B) if the undersigned is required to file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock by the undersigned during the Lock-Up Period, the undersigned shall include a statement in such report to the effect that such transfer or distribution is not a transfer for value and that such transfer is being made as a gift or by will or intestacy, as the case may be.

4. Register; Transfer Agent Instructions; Legends.

(a) Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to each holder of Securities), a register for the Shares in which the Company shall record the name and address of the Person in whose name the Shares have been issued (including the name and address of each transferee, to the extent it is appropriately notified of transfers) and held by such Person. The Company shall keep the register open and available at all times during normal business hours for inspection of any Purchaser or its legal representatives so long as Purchaser continues to hold any Shares.

(b) Legend Removal. In connection with any sale or disposition of the Shares by a Purchaser pursuant to Rule 144 or pursuant to any other exemption or registration under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by the Purchaser with the requirements of this Agreement, the Company shall or, in the case of Common Stock, shall cause the transfer agent for the Common Stock (the "**Transfer Agent**") to issue replacement certificates representing the Securities sold or disposed of without restrictive legends, at the Company's sole expense, provided that the Purchaser has provided at its sole expense (1) a customary representation by the Purchaser that Rule 144 applies to the shares of Common Stock represented thereby, or (2) a statement by the Purchaser that such Purchaser has sold the shares of Common Stock represented thereby in accordance with a plan of distribution contained in the registration statement, if any, used in connection with the sale or disposition.

5. Conditions to the Company's Obligation to Sell. The obligation of the Company hereunder to issue and sell the Securities to a Purchaser at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion:

(a) The applicable Purchaser shall have executed this Agreement and the Registration Rights Agreement, and delivered the same to the Company.

(b) The applicable Purchaser shall have delivered the Subscription Amount in accordance with Section 1(d) above.

(c) The representations and warranties of the applicable Purchaser shall be true and correct in all material respects, and the applicable Purchaser shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement and the other Transaction Documents to be performed, satisfied or complied with by the applicable Purchaser at or prior to the Closing Date.

(d) No litigation, statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by or in any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which prohibits the consummation of any of the transactions contemplated by this Agreement and the other Transaction Documents.

6. Conditions to Each Purchaser's Obligation to Purchase. The obligation of each Purchaser hereunder to purchase the Securities at the Closing is subject to the satisfaction, at or before the Closing Date of each of the following conditions, provided that these conditions are for such Purchaser's sole benefit and may be waived by such Purchaser at any time in its sole discretion:

(a) The Company shall have executed and delivered to such Purchaser this Agreement and each other Transaction Document to which the Company is a party.

(b) The Company shall have delivered instructions to the Transfer Agent to deliver, as the case may be, to such Purchaser or the Placement Agent a stock certificate of the Company recording each Purchaser is the holder of record of the number of Shares of Common Stock set forth opposite such Purchaser's name on Schedule A, which stock certificate may be delivered after the Closing.

(c) The representations and warranties made by the Company in Section 4 hereof qualified as to materiality shall be true and correct at all times prior to and on the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct as of such earlier date, and, the representations and warranties made by the Company in Section 3 hereof not qualified as to materiality shall be true and correct in all material respects at all times prior to and on the Closing Date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date. The Company shall have performed in all material respects all obligations and covenants herein required to be performed by it on or prior to the Closing Date.

(d) The Company will have closed the TPI, BEM, NBC transactions and will have entered into the license agreements with AMI-USC and ODURF and EVMS, as set forth in the Memorandum.

(e) The Company shall have obtained any and all consents, permits, approvals, registrations and waivers as necessary or appropriate for consummation of the purchase and sale of the Securities and the consummation of the other transactions contemplated by the Transaction Documents, all of which shall be in full force and effect, and the Company will have made all pre-Closing filings under the Blue Sky laws, including those of New York State.

(f) The Company shall have received Subscription Amounts or signed, enforceable agreements for Subscription Amount, aggregating at least $ 4,000,000 million in gross proceeds from the sale of the Securities as contemplated hereby.

(g) No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental authority, shall have been issued, and no action or proceeding shall have been instituted by any governmental authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Documents.

(h) No event shall have occurred which would reasonably be expected to have a Material Adverse Effect on the Company.

(i) The Company shall have delivered a Certificate, executed on behalf of the Company by its Chief Executive Officer or its Chief Financial Officer, dated as of the Closing Date, certifying to the fulfillment of the conditions of this Section 6.

(j) The Company will have paid or made arrangements to pay to the Placement Agent the cash compensation due upon the Closing and will issue to the Placement Agent a warrant in the form reasonably satisfactory to the Placement Agent representing the right to purchase Common Stock of the Company in an amount equal to 10% of the number of Shares being sold to the Purchasers.

7. Termination of Obligations to Effect Closing; Effects. The obligations of the Company, on the one hand, and the Purchasers, on the other hand, to effect the Closing shall terminate as follows:

(a) Upon the mutual written consent of the Company and all the Purchaser;

(b) By the Company if any of the conditions of the Purchaser set forth in Section 6 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(c) By a Purchaser (with respect to itself only) if any of the conditions of the Company set forth in Section 5 shall have become incapable of fulfillment; or

(d) By either the Company or any Purchaser (with respect to itself only) if the Closing has not occurred on or prior to December 1, 2014;

provided, however, (i) the right to terminate this Agreement under this Section 7 shall not be available to such Purchaser if the failure of the transactions contemplated by this Agreement to have been consummated by such date is the result of such Purchaser's breach of this Agreement and (ii) the abandonment of the sale and purchase of the Securities shall be applicable only to such Purchaser providing such written notice, provided, further, that, except in the case of clause (a) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its representations, warranties, covenants or agreements contained in this Agreement or the other Transaction Documents if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

In the event of termination by the Company or any Purchaser of its obligations to effect the Closing pursuant to this Section 7, written notice thereof shall forthwith be given to the other Purchasers by the Company and the other Purchasers shall have the right to terminate their obligations to effect the Closing upon written notice to the Company and the other Purchasers. Nothing in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the terms and provisions of this Agreement or the other Transaction Documents or to impair the right of any party to compel specific performance by any other party of its obligations under this Agreement or the other Transaction Documents.

8. Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of California located in Los Angeles County and the United States District Court for the Southern District of California for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.**

9. Miscellaneous.

(a) Counterparts; Signatures by Facsimile. This Agreement may be executed in one or more counterparts (with the Purchasers each executing the counterpart in the form of Annex A hereto). Each of such counterparts shall be deemed an original, and all of which shall, when taken together, constitute one and the same agreement, and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party (including in the manner described above), may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

(b) Headings; Gender. The headings of this Agreement are for convenience of reference only and shall not form part of, or affect the interpretation of, this Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(c) Severability. If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(d) Entire Agreement; Amendments. This Agreement, the other Transaction Documents and the instruments, documents, exhibits and schedules referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor any Purchaser makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the Required Holders and (I) if on or prior to the Closing Date, all the Purchasers or (II) if after the Closing Date, the Required Holders (but all the Purchasers with respect to any amendment of Section 1(b), Schedule A or Section 9 hereof), and any amendment to any provision of this Agreement made in conformity with the provisions of this Section 9(d) shall be binding on all Purchasers and holders of Securities, as applicable, provided that no such amendment shall be effective to the extent that it (1) applies to less than all of the holders of the Securities then outstanding or (2) imposes any obligation or liability on any Purchaser without such Purchaser's prior written consent (which may be granted or withheld in such Purchaser's sole discretion). Neither the Company nor the Purchasers make any representation or warranty as to any matter of fact except as expressly contained in this Agreement or the other Transaction Agreements. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, provided that after the Closing Date, the Required Holders may waive any provision of this Agreement (other than Section 1(b) or this Section 9), and any waiver of any provision of this Agreement made in conformity with the provisions of this Section 9(d) shall be binding on all Purchasers and holders of Securities, as applicable, provided that no such waiver shall be effective to the extent that it (1) applies to less than all

of the holders of the Securities then outstanding (unless a party gives a waiver as to itself only) or (2) imposes any obligation or liability on any Purchaser without such Purchaser's prior written consent (which may be granted or withheld in such Purchaser's sole discretion. "**Required Holders**" means (i) prior to the Closing Date, each Purchaser entitled to purchase Shares at the Closing and (ii) on or after the Closing Date, holders of a majority of all Registrable Securities (excluding any Registrable Securities held by the Company or any of its Subsidiaries) issued or issuable hereunder (or the Purchasers, with respect to any waiver or amendment of Section 1(b)).

(e) Notices. Any notices required or permitted to be given under the terms of this Agreement shall be sent by certified or registered mail (return receipt requested) or delivered personally or by courier (including a recognized overnight delivery service) or by facsimile transmission and shall be effective five days after being placed in the mail, if mailed by regular United States mail, or upon receipt, if delivered personally or by courier (including a recognized overnight delivery service) or by facsimile transmission, with printed confirmation of receipt, in each case addressed to a party. The addresses for such communications shall be:

If to the Company:

Electroblate, Inc.
401 Wilshire Boulevard, 1020
Santa Monica, CA 90401
Attention: Mr. Christopher A. Marlett , President
Telephone: (310) 526-5005
Facsimile:

If to a Purchaser: To the address and fax number set forth immediately below such Purchaser's name on the counterpart signature pages hereto.

With copy to (which will not constitute notice):

MDB Capital Group, LLC
401 Wilshire Blvd., Suite 1020
Santa Monica, California 90401
Attention: Compliance Department
Telephone: (310) 526-5006
Facsimile: (310) 526-5020

Each party shall provide notice to the other party of any change in address, telephone or facsimile number (including, if a Purchaser is holding any Securities purchased hereunder in street name, the address, telephone and facsimile of the beneficial owner of such Securities), and each Purchaser and its assignees under Section 9(f) acknowledge and agree that such parties must provide such notice and contact information promptly (but in any event within 30 days of any change in such information or assignment of any rights hereunder).

(f) Successors and Assigns. Except as provided herein, this Agreement may not be assigned by a party hereto without the prior written consent of the Company or the Purchasers, as applicable. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Without limiting the generality of the

foregoing, in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Common Stock is converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Shares" shall be deemed to refer to the securities received by the Purchasers in connection with such transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(g) Survival; Indemnification.

(i) The representations and warranties of the Company set forth in Section 3 hereof shall survive the Closing Date. The representations and warranties of each Purchaser set forth in Section 2 shall survive the Closing.

(ii) The Company agrees to indemnify and hold harmless each Purchaser and its Affiliates and their respective stockholders, partners, members, directors, officers, trustees, members, managers, employees and agents and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) and their respective successors and assigns (collectively, the "**Indemnitees**"), from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable attorney fees and disbursements and other expenses incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) (collectively, "**Losses**") to which such Person may become subject as a result of (a) any misrepresentation or breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Documents, or (b) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or any Subsidiary) and arising out of or resulting from (i) the execution, delivery, performance or enforcement of any of the Transaction Documents, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance of the Securities, or (iii) the status of such Purchaser or holder of the Securities as an investor in the Company pursuant to the transactions contemplated by the Transaction Documents, and will reimburse any such Person for all such amounts as they are incurred by such Person. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Losses which is permissible under applicable law. Except as otherwise set forth herein, the mechanics and procedures with respect to the rights and obligations under this Section 9(g) shall be the same as those set forth in Section 6 of the Registration Rights Agreement.

(h) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(i) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(j) Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party. No specific representation or warranty shall limit the generality or applicability of a more general representation or warranty. Each and every reference to share prices, shares of Common Stock and any other numbers in this Agreement that relate to the Common Stock shall be automatically adjusted for stock splits, stock combinations and other similar transactions that occur with respect to the Common Stock after the date of this Agreement.

(k) Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under the Transaction Documents are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under any Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as, and the Company acknowledges that the Purchasers do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Purchasers are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Documents or any matters, and the Company acknowledges that the Purchasers are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by the Transaction Documents. The decision of each Purchaser to purchase Securities pursuant to the Transaction Documents has been made by such Purchaser independently of any other Purchaser. Each Purchaser acknowledges that no other Purchaser has acted as agent for such Purchaser in connection with such Purchaser making its investment hereunder and that no other Purchaser will be acting as agent of such Purchaser in connection with monitoring such Purchaser's investment in the Securities or enforcing its rights under the Transaction Documents. The Company and each Purchaser confirms that each Purchaser has independently participated with the Company and its Subsidiaries in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the purchase and sale of the Securities contemplated hereby was solely in the control of the Company, not the action or decision of any Purchaser, and was done solely for the convenience of the Company and its Subsidiaries and not because it was required or requested to do so by any Purchaser. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company, each Subsidiary and a Purchaser, solely, and not between the Company, its Subsidiaries and the Purchasers collectively and not between and among the Purchasers.

(l) Definitions. In addition to those terms defined above and elsewhere in this Agreement, for the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common Control with, such Person.

"Company's Knowledge," "Knowledge of the Company" and words of similar import means the actual knowledge of the executive officers (as defined in Rule 405 under the Securities Act) of the Company, after due inquiry.

"Control" (including the terms "controlling", "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Person" means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, governmental authority or any other form of entity not specifically listed herein.

"Subsidiary" of any Person means another Person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

[**Remainder of page intentionally left blank; signature pages follow**.]

IN WITNESS WHEREOF, the undersigned Purchasers and the Company have caused this Securities Purchase Agreement to be duly executed as of the date first above written.

Electroblate, Inc.

By: _____

Name:
Title:

PURCHASERS:

The Purchasers executing the Signature Page in the form attached hereto as Annex A and delivering the same to the Company or its agents shall be deemed to have executed this Agreement and agreed to the terms hereof.

Annex A

Securities Purchase Agreement
Purchaser Counterpart Signature Page

The undersigned, desiring to: (i) enter into that certain Securities Purchase Agreement, dated __, 2014 (the "**Agreement**"), between the undersigned, Electroblate, Inc., a Nevada corporation (the "**Company**"), and the other parties thereto, in or substantially in the form furnished to the undersigned and (ii) purchase the securities of the Company appearing next to the undersigned's name on Schedule A to the Agreement, on the terms and subject to conditions contained therein, hereby agrees to purchase such securities from the Company as of the Closing and further agrees to join the Agreement as a party thereto, with all the rights and privileges appertaining thereto, and to be bound in all respects by the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has executed the Agreement as of _____, 2014.

PURCHASER:

Name, Address, Fax No. and Social Security No./EIN of Purchaser:

_____

_____

_____

_____

Fax No.: _____

Soc. Sec. No./EIN: _____

If a partnership, corporation, trust or other business entity:

By: _____
Name:
Title:

If an individual:

_____
Signature

Schedule A

Purchasers

Purchaser	Subscription Amount	Common Stock Shares Purchased	Number of Series A Warrant Shares	Number of Series B Warrant Shares*

* Estimated by the Company solely for registration purposes

Exhibit A

Form of Registration Rights Agreement

Exhibit B

Form of Questionnaire – See Subscription Instructions

Exhibit 10.6

REGISTRATION RIGHTS AGREEMENT FOR INVESTORS

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of November 6, 2014, by and among Electroblate, Inc., a Nevada corporation ("Company"), and the persons listed on Schedule A hereto, referred to individually as the "Purchaser" and collectively as the "Purchasers".

A. In connection with the Securities Purchase Agreement by and among the parties hereto, dated as of the date set forth above (the "Securities Purchase Agreement"), the Company has agreed, upon the terms and subject to the conditions of the Securities Purchase Agreement, to issue and sell to Purchasers up to an aggregate of 2,434,457 shares of common stock ("Shares"), $0.001 par value per share, of the Company (the "Common Stock").

B. To induce the Purchasers to consummate the transactions contemplated by the Securities Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act, and applicable state securities laws to the Purchasers, and their assignees or successors in interest, certain rights to provide for the registration for resale of the Shares by means of a Registration Statement under the Securities Act, pursuant to the terms of this Agreement. Such Shares acquired by the Purchasers and their assignees or successors in interest, are referred to collectively as the "Registrable Securities".

C. Unless otherwise provided in this Agreement, capitalized terms used herein shall have the respective meanings set forth in the Securities Purchase Agreement or in Section 13 hereof.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Purchaser hereby agree as follows:

1. Registration.

(a) Piggyback Registrations Rights. If, at any time after the Company shall become subject to the periodic reporting obligations (a "Reporting Company") under the Securities and Exchange Act of 1934, as amended (the "1934 Act"), commencing one hundred eighty (180) days after the day the Company becomes a Reporting Company, through the date that is five years after the date the Company becomes a Reporting Company, there is not an effective Registration Statement covering the Registrable Securities, and the Company shall determine to prepare and file with the Commission a Registration Statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8, each as promulgated under the Securities Act, or their then equivalent relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans), then the Company shall send to the Purchasers a written notice of such determination at least twenty (20) days prior to the filing of any such Registration Statement and shall, include in such Registration Statement all Registrable Securities requested by any Purchaser hereunder to be included in the registration within ten (10) days after the Company sends such notice to the Purchasers for resale and offer on a continuous basis pursuant to Rule 415; provided, that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company determines for any reason not to proceed with such registration, the Company will be relieved of its obligation to register any Registrable Securities in connection with such registration, (ii) in case of a determination by the Company to delay registration of its securities, the Company will be permitted to delay the registration of Registrable Securities for the same period as the delay in registering such other securities, (iii) each Purchaser is subject to confidentiality obligations with respect to any information gained in this process or any other

material non-public information he, she or it obtains, (iv) each Purchaser or assignee or successor in interest is subject to all applicable laws relating to insider trading or similar restrictions; and (v) if all of the Registrable Securities of the Purchasers cannot be so included due to Commission Comments or Underwriter Cutbacks, then the Company may reduce, in accordance with the provisions of Section 1(c) hereof, the number of securities covered by such Registration Statement to the maximum number which would enable the Company to conduct such offering in accordance with the provisions of Rule 415.

(b) Initial Registration Statement. At the election of each Purchaser, the Company shall be required to include up to all Registrable Securities held by a Purchaser for resale and offer on a continuous basis pursuant to Rule 415 in the first Registration Statement filed one hundred and eighty (180) days after the date that it becomes a Reporting Company (the "Initial Registration Statement"); *provided, however,* that if all of the Registrable Securities of the Purchasers cannot be so included due to Commission Comments or Underwriter Cutbacks, then the Company may reduce, in accordance with the provisions of Section 1(c) hereof, the number of securities covered by the Initial Registration Statement to the maximum number which would enable the Company to conduct such offering in accordance with the provisions of Rule 415.

(c) Cutback Provisions. In the event all of the Registrable Securities cannot be or are not included in a Registration Statement due to Commission Comments or Underwriter Cutbacks, the Company and the Purchasers agree that securities shall be removed from such Registration Statement in the following order until no further removal is required by Commission Comments or Underwriter Cutbacks:

(i) First, any securities held by any former employee, consultant or affiliate of the Company shall be removed, pro rata based on the number of securities being registered for such former employees, consultants or affiliates held by all of the former employees of the Company and any of their affiliates and successors in interest, whether pursuant to agreement or otherwise and any other person with any registration rights outstanding on the date hereof;

(ii) Second, the securities held by MDB Capital Group, LLC ("MDB") and its members and affiliates, if any, obtained solely by reason of the original capitalization of the Company on May 19, 2014 or by providing services to the Company, which are being registered pursuant to any registration rights agreement or otherwise (for clarity, any securities held by MDB or its members or affiliates which were acquired upon payment of a purchase price in cash or property will not be subject to this provision (c)(ii)); and

(iii) Third, the Registrable Securities held by the Purchasers that are requested to be included in the Registration Statement shall be removed, pro rata based on the number of Registrable Shares held by each Purchaser in comparison to the number of Registrable Securities held by all Purchasers who have requested to include any Registrable Securities in the Registration Statement.

(d) Mandatory Registrations. In the event all of the Registrable Securities of the Purchasers that are requested to be registered are not included in a Registration Statement due to Commission Comments or Underwriter Cutbacks, the Company shall prepare and file an additional Registration Statement (the "Follow-up Registration Statement") with the Commission within sixty (60) days following the effectiveness of the previously filed Registration Statement; *provided, however,* that the time period for filing the Follow-up Registration shall be extended to the extent that the Commission publishes written Commission Guidance or the Company receives written Commission Guidance which provides for a longer period before a Follow-up Registration Statement may be filed. The Follow-up Registration Statement shall cover the resale of all of the Registrable Securities that were excluded from

any previously filed Registration Statement. In the event that all of the requested Registrable Securities have not been registered in a Registration Statement after the Follow-up Registration Statement has been declared effective, the Company shall use commercially reasonable efforts thereafter to register any remaining unregistered Registrable Securities, subject to the provisions of Section 1(e) hereof.

(e) Filing; Content. The Company will use its commercially reasonable efforts to cause each Registration Statement pursuant to which any Registrable Securities are included, including the Initial or Follow-up Registration Statement, to contain the Plan of Distribution substantially similar to that attached hereto as Schedule B. The Company shall use its commercially reasonable efforts to cause any Registration Statement filed under this Section 1, including the Initial and Follow-up Registration Statement, to be declared effective under the Securities Act as promptly as practicable after the filing thereof and shall keep such Registration Statement continuously effective under the Securities Act until the earlier of (i) one year after its Effective Date (provided, however, the one year period shall be extended for any Grace Period), (ii) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Purchasers, or (iii) such time as all of the Registrable Securities covered by such Registration Statement may be sold by the Purchasers pursuant to Rule 144 without regard to both the volume limitations for sales as provided in Rule 144 and the limitations for such sales provided in Rule 144(i), if applicable, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Purchaser ("Effectiveness Period"). By 5:00 p.m. (New York City time) on the business day immediately following the Effective Date of a Registration Statement, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement (whether or not such filing is technically required under such Rule).

(f) Termination of Piggyback Registration Rights. The registration rights afforded to the Purchasers under this Section 1 shall terminate on the earliest date when all Registrable Securities of the Purchaser either: (i) have been publicly sold by the Purchaser pursuant to a Registration Statement, (ii) have been covered by an effective Registration Statement which has been effective for an aggregate period of sixteen (16) months (whether or not consecutive), provided, however, the time period shall be calculated so as to exclude any Grace Period, or (iii) may be sold by the Purchaser pursuant to Rule 144 without regard to both the volume limitations for sales as provided in Rule 144 and the limitations for such sales provided in Rule 144(i), if applicable, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Purchaser.

2. Demand Registration Rights.

(a) Demand Right. Commencing on the date that is one hundred eighty (180) days after the Company becomes a Reporting Company, the Purchasers as a group representing more than 50% of the Registrable Securities (a "Requesting Group") shall have a separate, one-time right, by written notice to the Company, signed by such Purchasers (the "Demand Notice"), to request the Company to register for resale all the Registrable Securities included by the Requesting Group in the Demand Notice (the "Demand Shares") under and in accordance with the provisions of the Securities Act by filing with the Commission a Registration Statement covering the resale of the Demand Shares (the "Demand Registration Statement"). A copy of the Demand Notice also shall be provided by the Company to each of the other Purchasers who will have fifteen (15) days to notify the Company in writing to include their Registrable Securities as part of the Demand Shares, the failure of which, however, shall not in any way affect the rights of the Requesting Group pursuant to this Section 2(a). The Demand Registration Statement required hereunder shall be on any form of registration statement then available for the registration of the Registrable Securities, as selected by the Company in accordance with applicable law

and regulation. The Company will use its commercially reasonable efforts to file the Demand Registration Statement within forty-five (45) days of the receipt of the Demand Notice, provided if the Demand Notice is given within the forty-five (45) days after the prior fiscal year end, then the Company will use its reasonably commercial efforts to file the Demand Registration Statement within ninety (90) days of the fiscal year end of the Company. The Company shall use its commercially reasonable efforts to cause the Demand Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof and to keep the Demand Registration Statement continuously effective under the Securities Act during the Effectiveness Period.

(b) Inclusion of Other Registrable Shares and Cutback Provisions. If as a result of Commission Comments not all shares are included that are desired to be included in a Registration Statement for the Demand Shares, the provisions of Section 1(c) shall apply, subject to the Demand Priority (as defined below) of the Requesting Group. Pursuant to the piggyback registration rights granted under this Agreement, the Company may include the Registrable Shares of the other Purchasers which will be subject to the provision of Section 1(c) hereof, except that under Section 1(c)(iii), there will be no cutback of the Registrable Securities of the Requesting Group until the Purchasers of piggyback Registrable Shares and the shares of any other person exercising piggyback rights under any other registration rights agreement (except for MDB and its current and former affiliates, which shall have the priority established in Section 1(c)) have been removed, and thereafter if any further Registrable Securities have to be removed then those of the Requesting Group will be removed pro rata (the "Demand Priority"). Notwithstanding the foregoing, if any other securities of any person other than the Purchasers or the Requesting Group or MDB and its current and former affiliates are included on the Demand Registration Statement, such securities will be removed, if required pursuant to Commission Comments, after removal of the securities indicated in Section 1(c)(i) and before the securities indicated in Section 1(c)(ii), as such persons decide among themselves, and if there is no agreement at to such removal provided to the Company within a reasonable time, time being of the essence, then all the such securities will be removed.

(c) Termination of Demand Registration Rights. The registration rights afforded to the Purchasers under this Section 2 shall terminate on the earliest date when all Registrable Securities of the Purchaser either: (i) have been publicly sold by the Purchaser pursuant to a Registration Statement, (ii) have been covered by an effective Registration Statement which has been effective for an aggregate period of sixteen (16) months (whether or not consecutive), provided, however, the time period shall be calculated so as to exclude any Grace Period, or (iii) may be sold by the Purchaser pursuant to Rule 144 without regard to both the volume limitations for sales as provided in Rule 144 and the limitations for such sales provided in Rule 144(i), if applicable, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Purchaser.

3. Registration Procedures. Whenever any Registrable Securities are to be registered pursuant to this Agreement, the Company shall use its commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall have the following obligations:

(a) The Company shall prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective.

(b) The Company shall prepare and file with the Commission such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at

all times during the Effectiveness Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement by reason of the Company filing a report on Forms 10-K, 10-Q or Current Report on Form 8-K, or any analogous report under the Securities Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission on the same day on which the Securities Exchange Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall furnish to each Purchaser of Registrable Securities in any Registration Statement, without charge, (i) promptly after the same is prepared and filed with the Commission at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by such seller, all exhibits and each preliminary Prospectus, (ii) upon the effectiveness of any Registration Statement, ten (10) copies of the Prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such seller may reasonably request), and (iii) such other documents, including copies of any preliminary or final Prospectus, as such seller may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such seller.

(d) The Company shall use its commercially reasonable efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by any seller of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Effectiveness Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; *provided*, *however*, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

(e) The Company shall use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest practicable time and to notify the Purchaser of any Registrable Securities included in the offering under such Registration Statement of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(f) The Company shall notify the Purchaser in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission 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 (provided that in no event shall such notice contain any material, nonpublic information), and, subject to Section 3(r), promptly

prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver ten (10) copies of such supplement or amendment to the Purchaser (or such other number of copies as the Purchaser may reasonably request).

(g) The Company shall promptly notify the Purchaser in writing (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Purchaser by facsimile on the same day of such effectiveness or by overnight delivery), (ii) of any request by the Commission for amendments or supplements to a Registration Statement or related Prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(h) If the Purchaser is required under applicable securities laws to be described in a Registration Statement as an underwriter, at the reasonable request of such Purchaser, the Company shall use its commercially reasonable efforts to furnish to such Purchaser, on the date of the effectiveness of such Registration Statement and thereafter from time to time on such dates as the Purchaser may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the Purchaser, and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the Purchaser.

(i) If the Purchaser is required under applicable securities laws to be described in a Registration Statement as an underwriter, then at the request of such Purchaser in connection with such Purchaser's due diligence requirements, the Company shall make available for inspection by (i) the Purchaser, (ii) the Purchaser's legal counsel, and (iii) one firm of accountants or other agents retained by the Purchasers (collectively, the "Inspectors"), all pertinent financial and other records, and pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; *provided*, *however*, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to the Purchaser) or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the Securities Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other agreement of which the Inspector has knowledge. Each Purchaser agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and the Purchaser) shall be deemed to limit the Purchaser's ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(j) The Company shall hold in confidence and not make any disclosure of information concerning the Purchaser provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, (iv) such information has been made generally available to

the public other than by disclosure in violation of this Agreement or any other agreement, or (v) the Purchaser provides information to the Company intended for inclusion in a Registration Statement. The Company agrees that it shall, upon learning that disclosure of such information concerning the Purchaser is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Purchaser if permitted by applicable law or regulation and allow the Purchaser, at the Purchaser's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(k) The Company shall (i) if applicable, use its commercially reasonable efforts to cause all of the Registrable Securities covered by a Registration Statement to be listed on each United States national securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) if, despite the Company's commercially reasonable efforts, as applicable, to satisfy, the preceding clauses (i) the Company is unsuccessful in satisfying the preceding clauses (i) , to instead secure the inclusion for quotation on the Over-the-Counter Bulletin Board or similar trading medium for such Registrable Securities and, without limiting the generality of the foregoing, to use its commercially reasonable efforts to encourage at least two market makers to register with the Financial Industry Regulatory Authority, Inc. ("FINRA") as such with respect to such Registrable Securities. For the avoidance of doubt, subject to and in accordance with Section 5, the Company shall pay all fees and expenses of the Company in connection with satisfying its obligation under this Section 3(k).

(l) If requested by the Purchaser, the Company shall (i) as soon as practicable incorporate in a Prospectus supplement or post-effective amendment such information as the Purchaser reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as practicable make all required filings of such Prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment; and (iii) as soon as practicable, supplement or make amendments to any Registration Statement if reasonably requested by the Purchaser holding any Registrable Securities.

(m) The Company shall cooperate with each Purchaser who holds Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Purchaser may reasonably request and registered in such names as the Purchaser may request.

(n) The Company shall use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities, but only in matters not contemplated Section 3(d) by or reasonably related to such matters (which matters are to be governed exclusively by Section 3(d)), as may be strictly necessary to consummate the disposition of such Registrable Securities by the Purchaser strictly in accordance with the Plan of Distribution included in the Registration Statement (as such Plan of Distribution may be modified from time to time in any filing with the Commission).

(o) The Company shall make generally available to its security holders as soon as practicable, but not later than ninety (90) days after the close of the period covered thereby (or, if different, within the period permitted for the filing of reports on Forms 10-K or 10-Q), an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the Effective Date of a Registration Statement.

(p) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

(q) Within two (2) business days after a Registration Statement which covers Registrable Securities is ordered effective by the Commission, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Purchaser whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the Commission in the form attached hereto as Exhibit A and the Irrevocable Transfer Agent Instructions in the form attached hereto as Exhibit B.

(r) Notwithstanding anything to the contrary herein, at any time after the Effective Date of a Registration Statement, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board of Directors of the Company, in the best interest of the Company and not, after consultation with legal counsel, otherwise required (a "Grace Period"); provided, that the Company shall promptly (i) notify the Purchaser in writing of the existence of material, non-public information giving rise to a Grace Period (provided that in each notice the Company will not disclose the content of such material, non-public information to the Purchaser) and the date on which the Grace Period will begin, and (ii) notify the Purchaser in writing of the date on which the Grace Period ends; and, provided further, that no Grace Period shall exceed sixty (60) consecutive days and during any three hundred sixty-five (365) day period such Grace Periods shall not exceed an aggregate of one hundred twenty (120) days (each, an "Allowable Grace Period"). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Purchaser receives the notice referred to in clause (i) and shall end on and include the later of the date the Purchaser receives the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 3(f) hereof shall not be applicable during the period of any Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by Section 3(f) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of the Purchaser in connection with any sale of Registrable Securities with respect to which the Purchaser has entered into a contract for sale, and delivered a copy of the Prospectus included as part of the applicable Registration Statement (unless an exemption from such Prospectus delivery requirements exists), prior to the Purchaser's receipt of the notice of a Grace Period or, if earlier, Purchasers knowledge of the material, non-public information concerning the Company that gave rise to the Grace Period, and for which the Purchaser has not yet settled.

(s) In the event the number of shares available under any Registration Statement filed pursuant to this Agreement is insufficient to cover all of the Registrable Securities required to be covered by such Registration Statement in accordance with the requirements of this Agreement or a Purchaser's allocated portion of the Registrable Securities pursuant to Sections 1(c) or 2(b), the Company may, as an alternative, to filing a Follow-up Registration Statement, amend the Registration Statement (if permissible) on or before the date the filing of a Follow-up Registration Statement would be required, so as to cover at least the required number of Registrable Securities (but taking account of any SEC Staff position with respect to the date on which the Staff will permit such amendment to the Registration Statement and/or such new Registration Statement (as the case may be) to be filed with the SEC). The Company shall use its commercially reasonable efforts to cause any such amendment to the Registration Statement (as the case may be) to become effective as soon as practicable following the filing thereof with the SEC.

4. Obligations of the Purchasers.

(a) At least five (5) business days prior to the first anticipated filing date of a Registration Statement, the Company shall notify the Purchasers in writing of the information the Company requires from each Purchaser if the Purchaser's Registrable Securities are to be included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to any Registrable Securities of the Purchaser that the Purchaser shall furnish to the Company information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of the Registrable Securities and shall execute documents in connection with the registration as the Company may reasonably request.

(b) The Purchaser, by the Purchaser's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless the Purchaser has notified the Company in writing of the Purchaser's election to exclude all of the Purchaser's Registrable Securities from such Registration Statement.

(c) The Purchaser agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Sections 3(e) or 3(f) or of a Grace Period under Section 3(r), the Purchaser will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until the Purchaser's receipt of the copies of the supplemented or amended Prospectus contemplated by Sections 3(e) or 3(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of the Purchaser in connection with any sale of Registrable Securities with respect to which the Purchaser has entered into a contract for sale prior to the Purchaser's receipt of a notice from the Company of the happening of any event of the kind described in Sections 3(e) or 3(f) or of any Grace Period, or, if earlier, Purchaser's knowledge of the material, non-public information concerning the Company or the facts or circumstances that gave rise to the Grace Period or of the Section 3(e) or 3(f) event, and for which the Purchaser has not yet settled.

(d) The Purchaser covenants and agrees that it will comply with the Prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to a Registration Statement.

5. Registration Expenses. All expenses incident to the Company's performance of, or compliance with, this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding discounts, commissions and placement agent fees) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company. Further, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed.

6. Indemnification.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Purchaser, the directors, officers, members, partners, employees, agents, representatives of, and each Person, if any, who controls the Purchaser within the meaning of the Securities Act or the Securities Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the Commission, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary Prospectus if used prior to the effective date of such Registration Statement, or contained in the final Prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the Commission) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act or the Securities Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any violation of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). Subject to Section 6(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person or by a Related Information Provider expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto and (ii) shall not be available to the extent such Claim is based on a failure of the

Purchaser to deliver or to cause to be delivered the Prospectus made available by the Company, including a corrected Prospectus, if such Prospectus or corrected Prospectus was timely made available by the Company pursuant to Section 3(c); and (iii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Purchaser pursuant to Section 10. "Related Information Provider" means, in respect of any Indemnified Person, the Purchaser to which such Indemnified Person is related or another Indemnified Person that is related to the Purchaser to which such Indemnified Person is related.

(b) To the fullest extent permitted by law, in connection with any Registration Statement in which a Purchaser's Registrable Securities are included or in which a Purchaser is otherwise participating, such Purchaser will severally and not jointly indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act, any underwriter, any other Purchaser or other Person selling securities in such Registration Statement and any controlling person of any such underwriter or other Purchaser or other Person (each an "Other Indemnified Person"), against any Claims or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished by such Purchaser or by a Related Information Provider expressly for use in connection with such Registration Statement; and each such Purchaser will pay, as incurred, any legal or other expenses reasonably incurred by any Other Indemnified Person intended to be indemnified pursuant to this Section 6(b), in connection with investigating or defending any such Claim; *provided*, *however*, that the indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any such Claim if such settlement is effected without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld; *provided*, *further*, *however*, that the Purchaser shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to the Purchaser as a result of the sale of Registrable Securities pursuant to such Registration Statement, except in the case of fraud by such Purchaser. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Other Indemnified Person and shall survive the transfer of the Registrable Securities by the Purchaser pursuant to Section 10.

(c) Promptly after receipt by an Indemnified Person or Other Indemnified Person under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Other Indemnified Person shall, if a claim for indemnification in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and reasonably satisfactory to the Indemnified Person or the Other Indemnified Person, as the case may be; *provided*, *however*, that an Indemnified Person or Other Indemnified Person shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for all such Indemnified Persons or all such Other Indemnified Persons to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Other Indemnified Person and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Other Indemnified Person and any other party represented by such counsel in such proceeding. The Other Indemnified Person or Indemnified Person, as applicable, shall cooperate fully with the indemnifying party in connection with any negotiation or

defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to such Other Indemnified Person or such Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Other Indemnified Person or Indemnified Person, as applicable, reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent; *provided*, *however*, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Other Indemnified Person or Indemnified Person, as applicable, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Other Indemnified Person or such Indemnified Person of a release from all liability in respect to the Claim at issue, and such settlement shall not include any admission as to fault on the part of such Other Indemnified Person or such Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Other Indemnified Person or Indemnified Person, as applicable, with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Other Indemnified Person, as applicable, under this Section 6, except to the extent that the indemnifying party is materially prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred, subject to an undertaking by the Indemnified Person or the Other Indemnified Person, as applicable, to return such payments to the extent a court of competent jurisdiction or other competent authority determines that such payments were unlawful or were not required under this Agreement.

(e) Without any duplication or multiplication of damages, the indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Other Indemnified Person or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

(f) Unless suspended by the underwriting agreement applicable to any registration, the obligations of the Company and Purchasers under this Section 6 shall survive the completion of any offering of Registrable Securities in a Registration Statement under this Agreement, or otherwise.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, such indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; *provided*, *however*, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement

8. No Delay of Registration. No Purchaser shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Agreement.

9. Reports under Securities Exchange Act. With a view to making available to the Purchaser the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may at any time permit the Purchaser to sell securities of the Company to the public without registration, once the Company becomes a Reporting Company, the Company agrees to use its commercially reasonable efforts to continue to be a Reporting Company for five years and further during such time it is a Reporting Company the Company agrees to use its commercially reasonable efforts to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Securities Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to the Purchaser so long as the Purchaser owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Securities Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Purchaser to sell such securities pursuant to Rule 144 without registration.

10. Assignment of Registration Rights. The rights under this Agreement shall be automatically assignable by the Purchaser to any transferee of all or any portion of the Purchaser's Registrable Securities if: (i) the Purchaser agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is or might be restricted under the Securities Act and applicable state securities laws; and (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

11. Subsequent Registration Rights. The Company agrees that after the date hereof and excluding any registration rights agreement with MDB or its members and affiliates, it will not grant to any person any registration right or proceed to register any securities of any person unless it provides in such agreement or registration that any securities being registered under such agreement or registration will be subject to the cutback provisions of this Agreement as provided in Section 1(c) and Section 2(b).

12. Amendment of Registration Rights. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the holders of at least a majority of the then outstanding Registrable Securities. Any amendment so effected will be binding upon all Purchasers, whether or not such Purchaser consents thereto.

13. Definitions.

(a) "Commission" means the Securities and Exchange Commission.

(b) "Commission Comments" means written comments pertaining solely to Rule 415 or other comments to the extent they relate to Rule 415 which are received by the Company from the Commission, and a copy of which shall have been provided by the Company to the Purchaser, to a filed Registration Statement which limit the amount of shares which may be included therein to a number of shares which is less than such amount sought to be included thereon as filed with the Commission.

(c) "Commission Guidance" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff, (ii) the Securities Act or (iii) the Securities Exchange Act.

(d) "Common Stock" means the common stock, $0.001 par value per share, of the Company.

(e) "Effective Date" means, as to a Registration Statement, the date on which such Registration Statement is first declared effective by the Commission.

(f) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

(g) "Prospectus" means the prospectus included in the Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus

(h) "Registrable Securities" means (i) the shares of Common Stock issued the Purchaser or its assignees or successor in interest pursuant to the Securities Purchase Agreement and (ii) any other shares of Common Stock or any other securities issued or issuable with respect to the securities referred to in clause (i) by way of a stock dividend or stock split or in connection with an exchange or combination of shares, recapitalization, merger, consolidation or other reorganization.

(i) "Registration Statement" means any registration statement (including, without limitation, the Initial Registration Statement or the Follow-up Registration Statement) required to be filed hereunder (which, at the Company's option, may be an existing registration statement of the Company previously filed with the Commission, but not declared effective), including (in each case) the Prospectus, amendments and supplements to the Registration Statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in the Registration Statement.

(j) "Reporting Company" means a company that is obligated to file periodic reports under Sections 13 or 15(d) of the Securities Exchange Act.

(k) "Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission that may at any time permit the Purchaser to sell securities of the Company to the public without registration.

(l) "Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

(m) "Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

(n) "Securities Act" means the Securities Act of 1933, as amended from time to time together with the regulations promulgated thereunder.

(o) "Securities Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, together with the regulations promulgated thereunder.

(p) "Underwriter Cutbacks" means any reduction in the number of shares suggested by any managing underwriter to be included in a registration under a Registration Statement based upon the guidance in this Section 13(p). In connection with any offering involving an underwriting of shares of the Company's capital stock, the Company shall not be required under Section 1 to include any of the Purchasers' securities in such underwriting unless they accept the terms of the underwriting as agreed upon between the Company and the underwriters, and then only in such quantity as the underwriters determine in their sole discretion will not jeopardize the success of the offering by the Company. If the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities to be sold other than by the Company that the underwriters determine in their sole discretion is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling shareholders according to the total amount of securities entitled to be included therein owned by each selling shareholder or in such other proportions as shall mutually be agreed to by such selling shareholders); provided, that any such cutback will be effected in accordance with the priorities established by Section 1(c); provided further that in no event shall the amount of securities of the selling Purchasers included in the offering be reduced below 30% of the total amount of securities included in such offering.

14. Market Stand-Off. In connection with the Initial Public Offering of the Company's securities, if any, each Purchaser hereby agrees 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 however or whenever acquired (other than those included in the registration, if any) without the prior written consent of the managing or lead underwriter of such offering, for a period of one hundred and eighty (180) days from the effective date of such registration (the "Restricted Period"), and to the extent requested by the underwriter, each Purchaser shall, at the time of such offering, execute a separate, additional agreement reflecting these requirements binding on such Purchaser that are substantially consistent with this Section 14; *provided*, *however*, that if during the last seventeen (17) days of the Restricted Period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the Restricted Period the Company announces that it will release earnings results during the sixteen (16) day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this Section 14 shall continue to apply until the end of the third (3rd) trading day following the expiration of the fifteen (15) day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the Restricted Period extend beyond two hundred sixteen (216) days after the effective date of the registration statement. In order to enforce the restriction set forth above or in the in the Securities Purchase Agreement or any other restriction agreed by Purchaser,

including without limitation any restriction requested by the underwriters of any Initial Public Offering of the securities of the Company agreed by such Purchaser, the Company may impose stop-transfer instructions with respect to any security acquired under or subject to this Agreement until the end of the applicable stand-off period. The Company's underwriters shall be third-party beneficiaries of the agreement set forth in this Section 14. Each Purchaser agrees that prior to the Company's Initial Public Offering it will not transfer securities of the Company unless each transferee agrees in writing to be bound by all of the provisions of this Section 14, provided that this Section 14 shall not apply to transfers pursuant to a Registration Statement.

Each Purchaser agrees that a legend reading substantially as follows shall be placed on all certificates representing all Registrable Securities of each Purchaser issued before the Company's Initial Public Offering (and the shares or securities of every other person subject to the restriction contained in this Section 14):

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD OF UP TO 180 DAYS AFTER THE EFFECTIVE DATE OF THE ISSUER'S REGISTRATION STATEMENT FILED UNDER THE ACT, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE ISSUER'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

After the Company's Initial Public Offering and expiration of any lock-up period, upon request of any Purchaser who is a holder of record of the shares represented by any stock certificate(s) bearing such legend and the surrender of such certificate(s) in connection with such request, the Company shall cause its transfer agent to promptly issue replacement certificate(s) not bearing such legend representing the shares represented by such surrendered stock certificate(s).

15. Miscellaneous.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Electroblate, Inc.
401 Wiltshire Boulevard, Suite 1020
Santa Monica, CA 90401
Facsimile: (310) 526-5020
E-mail: awing@mdb.com
Attention: Amy Wang

With a copy (for informational purposes only) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue, 40th Floor
New York, NY 10022
Facsimile: (212) 754-0330
E-mail: ahudders@golenbock.com
Attention: Andrew D. Hudders, Esq.

and

If to any Purchaser, at the address for such Purchaser on the records of the Company, which may include the information on Schedule A hereto.

or to such other address and/or facsimile number and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by a courier or overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(e) This Agreement and the instruments referenced herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

(f) Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission or other electronic transmission (such as but not limited to an email attachment in PDF format) of a copy of this Agreement bearing the signature of the party so delivering this Agreement. This Agreement may also be executed by electronic signature of such Person.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) All consents and other determinations required to be made by the Purchaser pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Purchaser.

(k) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(l) This Agreement is intended for the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(m) The obligations of each Purchaser hereunder are several and not joint with the obligations of any other Purchaser, and no provision of this Agreement is intended to confer any obligations on a Purchaser vis-à-vis any other Purchaser. Nothing contained herein, and no action taken by any Purchaser pursuant hereto, shall be deemed to constitute the Purchaser as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchaser are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

(n) Currency. As used herein, “Dollar”, “US Dollar” and “$” each mean the lawful money of the United States.

[Signature pages follow immediately]

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

COMPANY:

ELECTROBLATE, INC.

By: _____
Name:
Title:

PURCHASER:

PRINT NAME: _____

SIGNATURE: _____

EXHIBIT A

FORM OF NOTICE OF EFFECTIVENESS OF REGISTRATION STATEMENT

[Transfer Agent]
[Address]
Attention:

Re: Electroblate, Inc.

Ladies and Gentlemen:

[We are][I am] counsel to Electroblate, Inc., a Nevada corporation (the "Company"), and have represented the Company in connection with that certain Registration Rights Agreement with _____ (the "Purchaser") (the "Registration Rights Agreement") pursuant to which the Company agreed, among other things, to register the Registrable Securities (as defined in the Registration Rights Agreement), under the Securities Act of 1933, as amended (the "1933 Act"). In connection with the Company's obligations under the Registration Rights Agreement, on _____ __, 20__, the Company filed a registration statement on Form S-[1] (File No. 333-_____) (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") relating to the Registrable Securities which names the Purchaser as a selling stockholder thereunder.

In connection with the foregoing, [we][I] advise you that a member of the SEC's staff has advised [us][me] by telephone that the SEC has entered an order declaring the Registration Statement effective under the 1933 Act at [ENTER TIME OF EFFECTIVENESS] on [ENTER DATE OF EFFECTIVENESS] and [we][I] have no knowledge, after telephonic inquiry of a member of the SEC's staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the SEC and the Registrable Securities are available for resale under the 1933 Act pursuant to the Registration Statement.

If applicable, you may receive notices from the Company pursuant to the Company's rights or obligations under the Registration Rights Agreement in connection with stop orders or other restrictions on transfer of the shares included in such Registration Statement, but [we][I] [are][am] not obligated to update this letter or otherwise inform you of any such stop order or restriction.

[Other applicable disclosure to be inserted here, if appropriate.]

Very truly yours,

EXHIBIT B

IRREVOCABLE TRANSFER AGENT INSTRUCTIONS

_____, 2014

[Addressed to Transfer Agent]

_____

_____

Attention: [_____]

Ladies and Gentlemen:

Reference is made to that certain Registration Rights Agreement, dated as of October __, 2014 (the "**Agreement**"), by and among Electroblate, Inc., a Nevada corporation (the "**Company**"), and _____ (the "**Purchaser**"), pursuant to which the Company is obligated to register certain shares held by the Purchaser (the "**Purchaser Shares**") of Common Stock of the Company, par value $0.001 per share (the "**Common Stock**").

This letter shall serve as our irrevocable authorization and direction to you (provided that you are the transfer agent of the Company at such time) to issue shares of Common Stock upon transfer or resale of the Purchaser Shares, unless we have otherwise informed you of the termination of effectiveness of the registration statement in which the Purchaser Shares are included, a stop order or another transfer restriction. We may also later inform you that after the termination of effectiveness of such registration statement that a registration statement in which the Purchaser's Shares are included, or that such stop order has been lifted or that such transfer restriction is not applicable, in which case this authorization and direction shall be reinstated and be effective.

You acknowledge and agree that so long as you have previously received (a) written confirmation from the Company's legal counsel that either (i) a registration statement covering resales of the Purchaser Shares has been declared and remains effective by the Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**1933 Act**"), or (ii) sales of the Purchaser Shares may be made in conformity with Rule 144 under the 1933 Act ("**Rule 144**"), (b) if applicable, a copy of such registration statement, and (c) notice from legal counsel to the Company or any Purchaser that a transfer of Purchaser Shares has been effected either pursuant to the registration statement (and a prospectus delivered to the transferee) or pursuant to Rule 144**,** then as promptly as practicable**,** you shall issue the certificates representing the Purchaser Shares registered in the names of such transferees, and such certificates shall not bear any legend restricting transfer of the Common Stock evidenced thereby and should not be subject to any stop-transfer restriction; provided, however, that if such shares of Common Stock and are not registered for resale under the 1933 Act or able to be sold under Rule 144, then the certificates for such Common Shares shall bear the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES

UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

A form of written confirmation from the Company's outside legal counsel that a registration statement covering resales of the Purchaser Shares has been declared effective by the SEC under the 1933 Act is attached hereto. We will inform you of any stop orders or other transfer restrictions.

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions. Should you have any questions concerning this matter, please contact me at _____.

Very truly yours,

Electroblate, Inc.

By: _____
Name:
Title:

THE FOREGOING INSTRUCTIONS ARE
ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 2014

Corporate Stock Transfer

By: _____
Name: _____
Title: _____

Enclosures

Copy: Purchaser

SCHEDULE A

LIST OF PURCHASERS

Name	Address

SCHEDULE B

SELLING STOCKHOLDERS

The shares of Common Stock being offered by the selling stockholders are those that were previously issued to the selling stockholders pursuant to a securities purchase agreement. For additional information regarding the issuance of the shares of Common Stock, see “Private Placement” above. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale [from time to time]. Except for the ownership of the shares issued pursuant to and in connection with the Securities Purchase Agreement, [and the warrants issued pursuant to and the agreements governing our engagement of MDB as a placement agent for the private placement of shares and the engagement of MDB as an underwriter for a public offering of common stock by the Company] the selling stockholders have not had any material relationship with us within the past three years.

The table below lists the selling stockholders and other information regarding the beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder) of the shares of common stock held by each of the selling stockholders. The second column lists the number of shares of common stock beneficially owned by the selling stockholders, based on their respective ownership of shares of common stock, as of _____ __, 20_____.

In accordance with the terms of a registration rights agreement with selling stockholders, this prospectus generally covers the resale of the shares of common stock previously issued to the selling stockholders.

See “Plan of Distribution.”

Name of Selling Stockholder	Number of Shares of Common Stock Owned Prior to the Offering

PLAN OF DISTRIBUTION

We are registering the shares of common stock issued pursuant to the Securities Purchase Agreement to permit the resale of these shares of common stock by the selling stockholders after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling stockholders may sell all or a portion of the shares of common stock held by them and offered hereby [from time to time] [directly or] through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the Registration Statement is declared effective by the SEC;
- broker-dealers may agree with a selling security holder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares of common stock under Rule 144 promulgated under the Securities Act of 1933, as amended, if available, rather than under this prospectus. In addition, the selling stockholders may transfer the shares of common stock by other means not described in this prospectus. If the selling stockholders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling stockholders may also sell shares of common stock short and deliver shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling stockholders may pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling stockholders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling stockholders and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholder will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and in each case together with the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any Person to engage in market-making activities with respect to the shares of common stock.

We will pay all expenses of the registration of the shares of common stock pursuant to the registration rights agreement, estimated to be $[_____] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; provided, however, a selling stockholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling stockholders against liabilities, including some liabilities under the Securities Act in accordance with the registration rights agreements or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against civil liabilities, including liabilities under the Securities Act that may arise from any written information furnished to us by the selling stockholder specifically for use in this prospectus, in accordance with the related registration rights agreements or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

Exhibit 10.7

REGISTRATION RIGHTS AGREEMENT FOR WARRANTS

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of November 6, 2014, by and among Electroblate, Inc., a Nevada corporation ("Company"), and the persons listed on Schedule A hereto, which persons are the holders of certain warrants to purchase shares of common stock, $0.001 par value per share ("Common Stock"), issued by the Company in connection with an offering of convertible secured notes and services provided under an intellectual property consulting agreement, referred to individually as a "Holder" and collectively as the "Holders."

A. In connection with an offering of shares of Common Stock and an Investment Banking Agreement, dated September 30, 2014, the Company has agreed, to issue and sell to each Holder certain warrants to purchase Common Stock ("Warrants") in connection with the offering of shares of Common Stock of the Company.

B. The Company has agreed to provide to the Holders, and their assignees or successors in interest, certain rights to provide for the registration for resale of the shares issuable on exercise of the Warrants ("Warrant Shares") by means of a Registration Statement under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "1933 Act"), pursuant to the terms of this registration rights agreement ("Agreement"). Such Warrant Shares acquired by the Holders and their assignees or successors in interest, are referred to collectively as the "Registrable Securities".

C. Unless otherwise provided in this Agreement, capitalized terms used herein shall have the respective meanings set forth in Section 13 hereof.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Holders hereby agree as follows:

1. Registration.

(a) Piggyback Registration Rights. If, at any time after the Company shall become subject to the periodic reporting obligations ("Reporting Company") under the Securities and Exchange Act of 1934, as amended ("1934 Act"), through the date that is seven years after the Company became such a Reporting Company, there is not an effective Registration Statement covering the Registrable Securities, and the Company shall determine to prepare and file with the Commission a Registration Statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities (other than on Form S-4 or Form S-8, each as promulgated under the Securities Act, or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans) then the Company shall send to the Holders a written notice of such determination at least twenty (20) days prior to the filing of any such Registration Statement and shall include in such Registration Statement all Registrable Securities for resale and offer on a continuous basis pursuant to Rule 415; provided, however, that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company determines for any reason not to proceed with such registration, the Company will be relieved of its obligation to register any Registrable Securities in connection with such registration,

(ii) in case of a determination by the Company to delay registration of its securities, the Company will be permitted to delay the registration of Registrable Securities for the same period as the delay in registering such other securities, (iii) each Holder is subject to confidentiality obligations with respect to any information gained in this process or any other material non-public information he, she or it obtains, (iv) each Holder or assignee or successor in interest is subject to all applicable laws relating to insider trading or similar restrictions; and (v) if all of the Registrable Securities of the Holders cannot be so included due to Commission Comments, then the Company may reduce, in accordance with the provisions of Section 1(c) hereof, the number of securities covered by such Registration Statement to the maximum number which would enable the Company to conduct such offering in accordance with the provisions of Rule 415.

(b) Initial Registration Statement. The Company shall be required to include all Registrable Securities for resale and offer on a continuous basis pursuant to Rule 415 in the first Registration Statement filed after the date that it becomes subject to the reporting obligations of registered companies under the 1934 Act ("Initial Registration Statement"); *provided, however,* that if all of the Registrable Securities of the Holders cannot be so included due to Commission Comments, then the Company may reduce, in accordance with the provisions of Section 1(c) hereof, the number of securities covered by the Initial Registration Statement to the maximum number which would enable the Company to conduct such offering in accordance with the provisions of Rule 415.

(c) Cutback Provisions. In the event all of the Registrable Securities cannot be included in a Registration Statement due to Commission Comments or underwriter cutbacks, the Company and the Holders agree that securities shall be removed from such Registration Statement in the following order until no further removal is required by Commission Comments or underwriter cutbacks:

(i) First, any securities held by any former employee, consultant or affiliate of the Company shall be removed, pro rata based on the number of securities being registered for such former employees, consultants or affiliates held by all of the former employees of the Company and any of their affiliates and successors in interest, whether pursuant to agreement or otherwise and any other person with any registration rights outstanding on the date hereof;

(ii) Second, the securities held by MDB Capital Group LLC and its members and affiliates, if any, obtained solely by reason of providing services to the Company, which are being registered pursuant to any registration rights agreement or otherwise, including the Warrant Shares (for clarity, any securities held by MDB Capital Group LLC or its affiliates which were acquired upon payment of a purchase price in cash or property will not be subject to this provision (c)(ii); and

(iii) Third, any securities held by the holders of shares of Common Stock issued to certain investors (the "Investors") subject to a series of Securities Purchase Agreements dated on or about November 6, 2014 ("Securities Purchase Agreement") and a related registration rights agreement, which shall be removed, pro rata based on the number of securities held by the Investors being registered, unless there are securities of other security holders included on the registration statement other than those specified in Sections 1(c)(i) and (ii) above, in which case the Investors and the other security holders will have their respective securities being registered removed on a pro rata basis as if one group, based on the number of shares of Common Stock being requested and the number of shares of Common Stock that may be included on the registration statement.

(d) Mandatory Registrations. In the event all of the Registrable Securities of the Holders are not included in a Registration Statement due to Commission Comments or underwriter cutbacks, the Company shall use commercially reasonable efforts to prepare and file an additional Registration Statement (the "Follow-up Registration Statement") with the Commission within sixty (60) days following the effectiveness of the previously filed Registration Statement; *provided, however*, that the time period for filing the Follow-up Registration shall be extended to the extent that the Commission publishes written Commission Guidance or the Company receives written Commission Guidance which provides for a longer period before a Follow-up Registration Statement may be filed. The Follow-up Registration Statement shall cover the resale of all of the Registrable Securities that were excluded from any previously filed Registration Statement. In the event that all of the Registrable Securities have not been registered in a Registration Statement after the Follow-up Registration Statement has been declared effective, the Company shall use commercially reasonable efforts thereafter to register any remaining unregistered Registrable Securities, subject to the provisions of Section 1(e) hereof.

(e) Filing; Content. Each Registration Statement, including the Initial or Follow-up Registration Statement, required hereunder shall contain the Plan of Distribution substantially similar to that attached hereto as Schedule B (which may be modified to respond to comments, if any, received from the Commission). The Company shall cause any Registration Statement filed under this Section 1, including the Initial and Follow-up Registration Statement, to be declared effective under the Securities Act as promptly as possible after the filing thereof and shall keep such Registration Statement continuously effective under the Securities Act until the earlier of (i) one year after its Effective Date (provided, however, the one year period shall be extended for any Grace Period), (ii) such time as all of the Registrable Securities covered by such Registration Statement have been publicly sold by the Holders, or (iii) such time as all of the Registrable Securities covered by such Registration Statement may be sold by the Holders pursuant to Rule 144 without regard to both the volume limitations for sales as provided in Rule 144 and the limitations for such sales provided in Rule 144(i), if applicable, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Holder ("Effectiveness Period"). By 5:00 p.m. (New York City time) on the business day immediately following the Effective Date of a Registration Statement, the Company shall file with the Commission in accordance with Rule 424 under the Securities Act the final Prospectus to be used in connection with sales pursuant to such Registration Statement (whether or not such filing is technically required under such Rule).

(f) Termination of Registration Rights. The registration rights afforded to the Holders under this Section 1 shall terminate on the earliest date when all Registrable Securities of the Holders either: (i) have been publicly sold by the Holders pursuant to a Registration Statement, (ii) have been covered by an effective Registration Statement which has been effective for an aggregate period of twelve (12) months (whether or not consecutive), provided, however, the time period shall be calculated so as to exclude any Grace Period, or (iii) may be sold by the Holders pursuant to Rule 144 without regard to both the volume limitations for sales as provided in Rule 144 and the limitations for such sales provided in Rule 144(i), if applicable, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company's transfer agent and the affected Holders.

2. Demand Registration Rights.

(a) Demand Right. Commencing on the date that is six (6) months after the date on which the Company becomes a Reporting Company and continuing for fifty-four (54) months thereafter (or until the earlier termination of the Holders' rights under this Agreement), the Holders as a group representing at least 50% of the Registrable Securities (a "Requesting Group") shall have a separate one-time right, by written notice to the Company, signed by such Holders (the "Demand Notice"), to request the Company to register for resale all Registrable Securities included by the Requesting Group in the Demand Notice under and in accordance with the provisions of the Securities Act by filing with the Commission a Registration Statement covering the resale of such Registrable Securities (the "Demand Registration Statement"). For clarity, the demand registration right of the Holders of the Registrable

Securities hereunder is separate from the demand registration right with respect to any Shares sold under the Securities Purchase Agreement. A copy of the Demand Notice also shall be provided by the Requesting Group to each of the other Holders, the failure of which, however, shall not in any way affect the rights of the Requesting Group pursuant to this Section 2(a). The Demand Registration Statement required hereunder shall be on any form of registration statement then available for the registration of the Registrable Securities. The Company will use its commercially reasonable efforts to file the Demand Registration Statement within 45 days of the receipt of the Demand Notice, provided if the Demand Notice is given within the 45 days after the prior fiscal year end, then the Company will use its reasonably commercial efforts to file the Demand Registration Statement within 120 days of the fiscal year end of the Company. The Company shall use its commercially reasonable efforts to cause the Demand Registration Statement to be declared effective under the Securities Act as promptly as possible after the filing thereof and shall keep the Demand Registration Statement continuously effective under the Securities Act until the earlier of (i) the date when all Registrable Securities have been sold pursuant to the Demand Registration Statement or an exemption from the registration requirements of the Securities Act; (ii) the date that the Holders can sell all of their Registrable Securities, pursuant to Rule 144; and (iii) one (1) years from the effective date of the Registration Statement.

(b) Inclusion of Other Registrable Securities and Cutback Provisions. The Company may include, pursuant to the piggyback registration rights granted under this Agreement, the Registrable Securities of the other Holders subject to the provision of Section 1(c) hereof, (i) except that under Section 1(c), Section 1(c)(iii) will be reversed with Section 1(c)(ii) such that any shares of the Holders of shares issued under the Securities Purchase Agreements will be cut back before any Registrable Securities of the Holders, and to the extent that there is any cut back of shares of the Holders hereunder, there will be no cutback of the Registrable Securities of the Requesting Group until the Holders who are included pursuant to the piggyback registration rights have been removed, and thereafter if any further Registrable Securities have to be removed then those of the Requesting Group will be removed pro rata. Notwithstanding the foregoing, if any other securities of any person other than the Holders or the Requesting Group are included on the Demand Registration Statement, such securities will be removed, if required pursuant to Commission Comments, after removal of the securities indicated in Section 1(c)(i) and before the securities indicated in Section 1(c)(ii), as such persons decide among themselves, and if there is no agreement at to such removal provided to the Company within a reasonable time, time being of the essence, then all the such securities will be removed.

3. Registration Procedures. Whenever any Registrable Securities are to be registered pursuant to this Agreement, the Company shall use its best efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall have the following obligations:

(a) The Company shall prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its best efforts to cause such Registration Statement to become effective.

(b) The Company shall prepare and file with the Commission such amendments (including post-effective amendments) and supplements to a Registration Statement and the Prospectus used in connection with such Registration Statement, which Prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at all times during the Effectiveness Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are

required to be filed pursuant to this Agreement by reason of the Company filing a report on Forms 10-K, 10-Q or Current Report on Form 8-K, or any analogous report under the Securities Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the Commission on the same day on which the Securities Exchange Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall furnish to each Holder of Registrable Securities in any Registration Statement, without charge, (i) promptly after the same is prepared and filed with the Commission at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by such seller, all exhibits and each preliminary Prospectus, (ii) upon the effectiveness of any Registration Statement, ten (10) copies of the Prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such seller may reasonably request), and (iii) such other documents, including copies of any preliminary or final Prospectus, as such seller may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such seller; provided, however that the Company shall not be required to furnish any document (other than a preliminary or final Prospectus) to a Holder to the extent such document is available on the Commission's Electronic Data Gathering and Retrieval System.

(d) The Company shall use its commercially reasonable efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by any seller of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Effectiveness Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Effectiveness Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction.

(e) The Company shall use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Holder of any Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(f) The Company shall notify each Holder in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the Prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission 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 (provided that in no event shall such notice contain any material, nonpublic information), and, subject to Section 3(r), promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver ten (10) copies of such supplement or amendment to such Holder (or such other number of copies as such Holder may reasonably request).

(g) The Company shall promptly notify each Holder in writing (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to such Holder by facsimile on the same day of such effectiveness and by overnight mail), (ii) of any request by the Commission for amendments or supplements to a Registration Statement or related Prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate.

(h) If any Holder is required under applicable securities laws to be described in a Registration Statement as an underwriter, at the reasonable request of such Holder, the Company shall furnish to such Holder, on the date of the effectiveness of such Registration Statement and thereafter from time to time on such dates as such Holder may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to such Holder, and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to such Holder.

(i) If any Holder is required under applicable securities laws to be described in a Registration Statement as an underwriter, then at the request of such Holder in connection with such Holder's due diligence requirements, the Company shall make available for inspection by (i) such Holder, (ii) such Holder's legal counsel, and (iii) one firm of accountants or other agents retained by such Holder (collectively, the "Inspectors"), all pertinent financial and other records, and pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; provided, however, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to such Holder) or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the Securities Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other agreement of which the Inspector has knowledge. Each Holder agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow, and reasonably cooperate with, the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and any Holder) shall be deemed to limit any Holder's ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(j) The Company shall hold in confidence and not make any disclosure of information concerning the Holders provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning any Holder is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to such Holder and allow, and reasonably cooperate with, such Holder, at such Holder's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(k) The Company shall use its reasonable commercial efforts either to (i) cause all of the Registrable Securities covered by a Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) secure designation and quotation of all of the Registrable Securities covered by a Registration Statement on any one of the different levels of the The NASDAQ Stock Market, or (iii) if, despite the Company's best efforts to satisfy, the preceding clauses (i) and (ii) the Company is unsuccessful in satisfying the preceding clauses (i) and (ii), to secure the inclusion for quotation on another electronic trading platform for such Registrable Securities and, without limiting the generality of the foregoing, to use its best efforts to arrange for at least two market makers to register with respect to such Registrable Securities. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(k).

(l) The Company shall cooperate with each Holder who holds Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as such Holder may reasonably request and registered in such names as such Holder may request.

(m) If requested by the Holders, the Company shall (i) as soon as practicable incorporate in a Prospectus supplement or post-effective amendment such information as the Holders reasonably request to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) as soon as practicable make all required filings of such Prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment; and (iii) as soon as practicable, supplement or make amendments to any Registration Statement if reasonably requested by the Holders holding any Registrable Securities.

(n) The Company shall use its reasonable commercial efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

(o) The Company shall make generally available to its security holders as soon as practical, but not later than ninety (90) days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the effective date of a Registration Statement.

(p) The Company shall otherwise use its reasonable commercial efforts to comply with all applicable rules and regulations of the Commission in connection with any registration hereunder.

(q) Within two (2) business days after a Registration Statement which covers Registrable Securities is ordered effective by the Commission, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to each Holder whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has been declared effective by the Commission in the form attached hereto as Exhibit A and the Irrevocable Transfer Agent Instructions in the form attached hereto as Exhibit B.

(r) Notwithstanding anything to the contrary herein, at any time after the Effective Date of a Registration Statement, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board of Directors of the Company and its counsel, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required (a "Grace Period"); provided, that the Company shall promptly (i) notify each Holder in writing of the existence of material, non-public information giving rise to a Grace Period (provided that in each notice the Company will not disclose the content of such material, non-public information to such Holder) and the date on which the Grace Period will begin, and (ii) notify each Holder in writing of the date on which the Grace Period ends; and, provided further, that no Grace Period shall exceed sixty (60) consecutive days and during any three hundred sixty five (365) day period such Grace Periods shall not exceed an aggregate of one hundred twenty (120) days and the first day of any Grace Period must be at least two (2) trading days after the last day of any prior Grace Period (each, an "Allowable Grace Period"). For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Holders receive the notice referred to in clause (i) and shall end on and include the later of the date the Holders receive the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 3(e) hereof shall not be applicable during the period of any Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by Section 3(f) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of any Holder in connection with any sale of Registrable Securities with respect to which such Holder has entered into a contract for sale, and delivered a copy of the Prospectus included as part of the applicable Registration Statement (unless an exemption from such Prospectus delivery requirements exists), prior to such Holder's receipt of the notice of a Grace Period and for which such Holder has not yet settled.

(s) In the event the number of shares available under any Registration Statement filed pursuant to this agreement is insufficient to cover all of the Registrable Securities required to be covered by such Registration Statement or a Holder's allocated portion of the Registrable Securities pursuant to Sections 1(c) or 2(b), the Company shall amend such Registration Statement (if permissible), or file with the SEC a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the required number of Registrable Securities as of the trading day immediately preceding the date of the filing of such amendment or new Registration Statement, in each case, as soon as practicable, but in any event not later than fifteen (15) days after the necessity therefor arises (but taking account of any SEC Staff position with respect to the date on which the Staff will permit such amendment to the Registration Statement and/or such new Registration Statement (as the case may be) to be filed with the SEC). The Company shall use its commercially reasonable efforts to cause such amendment to such Registration Statement and/or such new Registration Statement (as the case may be) to become effective as soon as practicable following the filing thereof with the SEC. For purposes of the foregoing provision, the number of shares available under a Registration Statement shall be deemed "insufficient to cover all of the Registrable Securities" if at any time the number of shares of Common Stock available for resale under the applicable Registration Statement is less than the product determined by multiplying (i) the Registrable Securities as of such time by (ii) 0.90.

(t) Notwithstanding the obligations to register the Registrable Securities under Sections 1 and 2 above, if the Company furnishes to Holders requesting a registration pursuant to this Agreement a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as

such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than forty-five (45) days after the request of the Initiating Holders is given; provided, however, that the Company may not invoke this right more than once in any twelve (12) month period.

4. Obligations of the Holders.

(a) At least five (5) business days prior to the first anticipated filing date of a Registration Statement, the Company shall notify the Holders in writing of the information the Company requires from each Holder if the Holder's Registrable Securities are to be included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of each Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each Holder, by such Holder's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Holder has notified the Company in writing of such Holder's election to exclude all of such Holder's Registrable Securities from such Registration Statement.

(c) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Sections 3(e) or 3(f), such Holder will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Sections 3(e) or 3(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of any Holder in connection with any sale of Registrable Securities with respect to which such Holder has entered into a contract for sale prior to the Holder's receipt of a notice from the Company of the happening of any event of the kind described in Sections 3(e) or 3(f) and for which such Holder has not yet settled.

(d) Each Holder covenants and agrees that it will comply with the Prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to a Registration Statement.

5. Registration Expenses. All expenses incident to the Company's performance of or compliance with this Agreement, including without limitation all registration and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding discounts, commissions and placement agent fees) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company. Further, the Company shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed.

6. Indemnification.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Holder, the directors, officers, members, partners, employees, agents, representatives of, and each Person, if any, who controls such Holder within the meaning of the Securities Act or the Securities Exchange Act (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the Commission, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary Prospectus if used prior to the effective date of such Registration Statement, or contained in the final Prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the Commission) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act or the Securities Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any violation of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). Subject to Section 6(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person for such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such Prospectus was timely made available by the Company pursuant to Section 3(c) and (ii) shall not be available to the extent such Claim is based on a failure of any Holder to deliver or to cause to be delivered the Prospectus made available by the Company, including a corrected Prospectus, if such Prospectus or corrected Prospectus was timely made available by the Company pursuant to Section 3(c); and (iv) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by any Holder pursuant to Section 10.

(b) In connection with any Registration Statement in which any Holder is participating, each Holder, severally and not jointly, agrees to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Securities Exchange Act (each, an "Indemnified Party"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act or the Securities Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Holder expressly for use in connection with such Registration Statement; and, subject to Section 6(c), such Holder will reimburse any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Holder, which consent shall not be unreasonably withheld or delayed; provided, further, however, that such Holder shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by such Holder pursuant to Section 10.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to

the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement

8. [Reserved]

9. Reports under Securities Exchange Act. With a view to making available to the Holders the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may at any time permit the Holders to sell securities of the Company to the public without registration, once the Company becomes a Reporting Company, the Company shall use its reasonable commercial efforts to continue to be a Reporting Company for five years and further the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Securities Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to the Holder so long as the Holder owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Securities Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Holder to sell such securities pursuant to Rule 144 without registration.

10. Assignment of Registration Rights. The rights under this Agreement shall be automatically assignable by each Holder to any transferee of all or any portion (but not less than 5,000 shares or the equivalent thereof) of such Holder's Registrable Securities if: (i) such Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is or might be restricted under the Securities Act and applicable state securities laws; and (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

11. Subsequent Registration Rights. The Company agrees that after the date hereof and excluding any registration rights agreement with respect to the shares under the Securities Purchase Agreements, it will not, without obtaining the prior written consent of the Holders, grant to any person any registration right or proceed to register any securities of any person unless it provides in such agreement or registration that any securities being registered under such agreement or registration will be subject to the cutback provisions of this Agreement as provided in Section 1(c), so long as in the case of Section 1(c) such subsequent holders of registration rights will be treated in the same manner as the Holders, on a pro rata basis, and Section 2(b) where they will be removed only prior to the Holders which makes the registration statement demand.

12. Amendment of Registration Rights. Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Holders of a majority of the Registrable Securities (the "**Requisite Holders**"); *provided*, however, that no such amendment or waiver may treat one Holder more adversely than any other Holder without the consent of such adversely treated Holder and provided, further, that no such amendment or waiver may treat one Holder more beneficially than any other Holder.

13. Definitions.

(a) "Commission" means the Securities and Exchange Commission.

(b) "Commission Comments" means written comments pertaining solely to Rule 415 which are received by the Company from the Commission, and a copy of which shall have been provided by the Company to the Holders, to a filed Registration Statement which limit the amount of shares which may be included therein to a number of shares which is less than such amount sought to be included thereon as filed with the Commission.

(c) "Commission Guidance" means (i) any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff, and (ii) the Securities Act.

(d) "Common Stock" means the common stock, $0.001 par value per share, of the Company.

(e) "Effective Date" means, as to a Registration Statement, the date on which such Registration Statement is first declared effective by the Commission.

(f) "Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

(g) "Prospectus" means the prospectus included in the Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

(h) "Registrable Securities" means (i) Warrant Shares issuable to the Holder or its assignees or successor in interest, and (ii) any other shares of Common Stock or any other securities issued or issuable with respect to the securities referred to in clause (i) by way of a stock dividend or stock split or in connection with an exchange or combination of shares, recapitalization, merger, consolidation or other reorganization.

(i) "Registration Statement" means any registration statement (including, without limitation, the Initial Registration Statement and the Follow-up Registration Statement) required to be filed hereunder (which, at the Company's option, may be an existing registration statement of the Company previously filed with the Commission, but not declared effective), including (in each case) the Prospectus, amendments and supplements to the Registration Statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in the Registration Statement.

(j) "Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission that may at any time permit the Holder to sell securities of the Company to the public without registration.

(k) "Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

(l) "Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

(m) "Securities Act" means the Securities Act of 1933, as amended from time to time.

(n) "Securities Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

14. Miscellaneous.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); or (iii) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Electroblate, Inc.
401 Wilshire Boulevard, Suite 1020
Santa Monica, CA 90401
Attention: Chief Executive Officer

With a copy (for informational purposes only) to:

Golenbock Eiseman Assor Bell & Peskoe LLP
437 Madison Avenue, 40th Floor
New York, NY 10022
Attention: Andrew D. Hudders, Esq.

If to any Holder, at the address for such Holder on the records of the Company, which may include the information on Schedule A hereto.

or to such other address and/or facsimile number and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission or (C) provided by a courier or overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this

Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(e) This Agreement and the instruments referenced herein and therein constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

(f) Subject to the requirements of Section 10, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

(g) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(h) This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement. This Agreement may also be executed by electronic signature of such Person.

(i) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(j) All consents, determinations and other actions required to be given, made or taken by the Holders pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Requisite Holders, and shall when so given, made or taken be binding upon all of the Holders.

(k) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

(l) This Agreement is intended for the benefit of, and shall be binding upon, the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(m) The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder, and no provision of this Agreement is intended to confer any obligations on a Holder vis-à-vis any other Holder. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holder as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Holder are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated herein.

(n) Currency. As used herein, “Dollar”, “US Dollar” and “$” each mean the lawful money of the United States.

[signature pages follow immediately]

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

COMPANY:

ELECTROBLATE, INC.

By: _____
Name: Amy Wang
Title: Secretary

HOLDER (Warrants):

MDB CAPITAL GROUP LLC

By: _____
Name: Christopher A. Marlett
Title: Chief Executive Officer

EXHIBIT A

FORM OF NOTICE OF EFFECTIVENESS OF REGISTRATION STATEMENT

[Transfer Agent]
[Address]
Attention:

Re: _____ ("Company")

Ladies and Gentlemen:

[We are][I am] counsel to _____, a _____ corporation (the "Company"), and have represented the Company in connection with that certain Registration Rights Agreement with _____ (the "Holder") (the "Registration Rights Agreement") pursuant to which the Company agreed, among other things, to register the Registrable Securities (as defined in the Registration Rights Agreement), under the Securities Act of 1933, as amended (the "1933 Act"). In connection with the Company's obligations under the Registration Rights Agreement, on _____ __, 200_, the Company filed a Registration Statement on Form S-[1] (File No. 333-_____) (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") relating to the Registrable Securities which names the Holder as a selling stockholder thereunder.

In connection with the foregoing, [we][I] advise you that a member of the SEC's staff has advised [us][me] by telephone that the SEC has entered an order declaring the Registration Statement effective under the 1933 Act at [ENTER TIME OF EFFECTIVENESS] on [ENTER DATE OF EFFECTIVENESS] and [we][I] have no knowledge, after telephonic inquiry of a member of the SEC's staff, that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the SEC and the Registrable Securities are available for resale under the 1933 Act pursuant to the Registration Statement.

This letter shall serve as our standing instruction to you that the shares of Common Stock are freely transferable under the Securities Act of 1933, as amended, by the Holder pursuant to the Registration Statement, so long as such Registration Statement remains in effect and has not been suspended. You need not require further letters from us to effect any future legend-free issuance or reissuance of shares of Common Stock to the Holders as contemplated by the Company's Irrevocable Transfer Agent Instructions dated _____, 200_.

Very truly yours,

EXHIBIT B

IRREVOCABLE TRANSFER AGENT INSTRUCTIONS

_____, 2013

[Addressed to Transfer Agent]
_____
_____

Attention: [_____]

Ladies and Gentlemen:

Reference is made to that certain Registration Rights Agreement, dated as of _____, 2013 (the "**Agreement**"), by and among _____, a _____ corporation (the "**Company**"), and _____ (the "**Holder**"), pursuant to which the Company is obligated to register the Holders shares (the "**Common Shares**") of Common Stock of the Company, par value $_____ per share (the "**Common Stock**").

This letter shall serve as our irrevocable authorization and direction to you (provided that you are the transfer agent of the Company at such time) to issue shares of Common Stock upon transfer or resale of the Common Shares.

You acknowledge and agree that so long as you have previously received (a) written confirmation from the Company's legal counsel that either (i) a registration statement covering resales of the Common Shares has been declared effective by the Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**1933 Act**"), or (ii) sales of the Common Shares may be made in conformity with Rule 144 under the 1933 Act ("**Rule 144**")**,** (b) if applicable, a copy of such registration statement, and (c) notice from legal counsel to the Company or any Holder that a transfer of Common Shares has been effected either pursuant to the registration statement (and a prospectus delivered to the transferee) or pursuant to Rule 144**,** then as promptly as practicable**,** you shall issue the certificates representing the Common Shares registered in the names of such transferees, and such certificates shall not bear any legend restricting transfer of the Common Shares thereby and should not be subject to any stop-transfer restriction; provided, however, that if such Common Shares and are not registered for resale under the 1933 Act or able to be sold under Rule 144, then the certificates for such Common Shares shall bear the following legend:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144 OR RULE 144A UNDER SAID

ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

A form of written confirmation from the Company's outside legal counsel that a registration statement covering resales of the Common Shares has been declared effective by the SEC under the 1933 Act is attached hereto.

Please execute this letter in the space indicated to acknowledge your agreement to act in accordance with these instructions. Should you have any questions concerning this matter, please contact me at _____.

Very truly yours,

_____ ("Company")

By: _____
Name:
Title:

THE FOREGOING INSTRUCTIONS ARE
ACKNOWLEDGED AND AGREED TO

this ____ day of _____, 2013

[TRANSFER AGENT]

By: _____
Name: _____
Title: _____

Enclosures

Copy: Holder

SCHEDULE A

LIST OF HOLDERS

MDB Capital Group, LLC
401 Wilshire Boulevard, Suite 1020
Santa Monica, CA 90401

SCHEDULE B

SELLING STOCKHOLDERS

The shares of common stock being offered by the selling stockholders are those issuable to the selling stockholders upon the exercise of the warrants. For additional information regarding the issuance of the warrants, see “Private Placement of Shares” above. We are registering the shares of common stock in order to permit the selling stockholders to offer the shares for resale from time to time. Except for the ownership of the notes and the warrants issued pursuant to and in connection with the Securities Purchase Agreement, and our engagement of MDB Capital Group LLC as a placement agent for the private placement and our engagement of an affiliate of MDB Capital Group LLC as a consultant in respect of our patents and intellectual property the selling stockholders have not had any material relationship with us within the past three years. ***[Adjust as necessary, according to the facts.]***

The table below lists the selling stockholders and other information regarding the beneficial ownership (as determined under Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder) of the shares of common stock held by each of the selling stockholders. The second column lists the number of shares of common stock beneficially owned by the selling stockholders, based on their respective ownership of shares of common stock, as of _____ __, 20____.

In accordance with the terms of a registration rights agreement with selling stockholders, this prospectus generally covers the resale of the shares of common stock previously issued to the selling stockholders.

See “Plan of Distribution.”

Name of Selling Stockholder	Number of Shares of Common Stock Owned Prior to the Offering

PLAN OF DISTRIBUTION

We are registering the shares of common stock issued pursuant to the Securities Purchase Agreement to permit the resale of these shares of common stock and exercise of warrants by the selling stockholders and the holders of warrants after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock. We will bear all fees and expenses incident to our obligation to register the shares of common stock.

The selling stockholders may sell all or a portion of the shares of common stock held by them and offered hereby [from time to time] [directly or] through one or more underwriters, broker-dealers or agents. If the shares of common stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing or settlement of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales made after the date the Registration Statement is declared effective by the SEC;
- broker-dealers may agree with a selling security holder to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may also sell shares of common stock under Rule 144 promulgated under the Securities Act of 1933, as amended, if available, rather than under this prospectus. In addition, the selling stockholders may transfer the shares of common stock by other means not described in this prospectus. If the selling stockholders effect such transactions by selling shares of common stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares of common stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of common stock in the course of hedging in positions they assume. The selling stockholders may also sell shares of common stock short and deliver shares of common stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also loan or pledge shares of common stock to broker-dealers that in turn may sell such shares.

The selling stockholders may pledge or grant a security interest in some or all of the shares of common stock or warrants owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act amending, if necessary, the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer and donate the shares of common stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

To the extent required by the Securities Act and the rules and regulations thereunder, the selling stockholders and any broker-dealer participating in the distribution of the shares of common stock may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of common stock is made, a prospectus supplement, if required, will be distributed, which will set forth the aggregate amount of shares of common stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling stockholders and any discounts, commissions or concessions allowed or re-allowed or paid to broker-dealers.

Under the securities laws of some states, the shares of common stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of common stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholder will sell any or all of the shares of common stock registered pursuant to the registration statement, of which this prospectus forms a part.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, and in each case together with the rules and regulations thereunder, including, without limitation, to the extent applicable, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any other participating person. To the extent applicable, Regulation M may also restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the shares of common stock. All of the foregoing may affect the marketability of the shares of common stock and the ability of any Person to engage in market-making activities with respect to the shares of common stock.

We will pay all expenses of the registration of the shares of common stock pursuant to the registration rights agreement, estimated to be $[ ] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; provided, however, a selling stockholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling stockholders against liabilities, including some liabilities under the Securities Act in accordance with the registration rights agreements or the selling stockholders will be entitled to contribution. We may be indemnified by the selling stockholders against civil liabilities, including liabilities under the Securities Act that may arise from any written information furnished to us by the selling stockholder specifically for use in this prospectus, in accordance with the related registration rights agreements or we may be entitled to contribution.

Once sold under the registration statement, of which this prospectus forms a part, the shares of common stock will be freely tradable in the hands of persons other than our affiliates.

Exhibit 10.8

ELECTROBLATE CHIEF SCIENTIFIC OFFICER EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made and entered into by and between Richard Nuccitelli ("**Executive**") and Electroblate, Inc. (the "**Company**"), effective as of Novmeber 6, 2014 (the "**Effective Date**").

1. Duties and Scope of Employment.

(a) Position and Duties. As of the November 6, 2014 (the "**Start Date**"), Executive will serve as the Company's Chief Scientific Officer. Executive will render such business and professional services in the performance of his duties, consistent with Executive's position within the Company, as will reasonably be assigned to him by the Company's Chief Executive Officer and Board of Directors (the "**Board**"). The period of Executive's rendering of employment services under this Agreement is referred to herein as the "**Employment Term**."

(b) Obligations. During the Employment Term, Executive will perform his duties faithfully and to the best of his ability and will devote his full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Board.

2. At-Will Employment. The parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice. However, as described in this Agreement, Executive may be entitled to severance benefits depending on the circumstances of Executive's termination of employment with the Company.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company will pay Executive an annual salary of $200,000 as compensation for Executive's services (the "**Base Salary**"). The Base Salary will be paid periodically (but not less frequently than monthly) in accordance with the Company's normal payroll practices and be subject to the usual required withholdings. Executive's salary will be subject to review and adjustments on an annual basis.

(b) Bonus and Stock Options. Executive will be entitled to bonus compensation and equity award grants with the value and vesting terms to be generally commensurate with those of other senior executives of the Company, as determined by the Board in its sole discretion.

4. Employee Benefits. During the Employment Term, Executive will be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

5. Vacation. Executive will be entitled to paid vacation of not less than three weeks per year, in accordance with the Company's vacation policy for senior executive officers, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto. Upon Executive's termination of employment, Executive will be entitled to receive Executive's accrued but unpaid vacation through the date of Executive's termination.

6. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time. Executive's attendance at key industry conferences in which nanosecond electric pulses are discussed is expected and will be reimbursed by the Company.

7. Severance.

(a) Termination or Resignation for Good Reason. During the Employment Term, if (i) the Company (or any parent or subsidiary or successor of the Company) terminates Executive's employment for reasons other than Cause, death or Disability, or (ii) upon Executive's resignation from the Company (or any parent or subsidiary or successor of the Company) for Good Reason, then, subject to the continued observance by Executive of Sections 8, 14, 15, 16 and 18 below after the termination of the rendering of employment services, Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will receive one year of continuing payment of Executive's Base Salary (as in effect immediately prior to Executive's termination), plus a payment equal to the prior year's bonus, if any, not to exceed $50,000, less applicable withholding taxes;

(ii) Accelerated Vesting. The unvested portion of Executives shares and options in the Company and Executives that would normally vest over the following twenty-four (24) months from the date of Executive's termination will immediately vest prior to Executive's termination and become exercisable. The options will remain exercisable, to the extent applicable, following the date of termination for the period prescribed in the equity award plan under which they are awarded.

(iii) Continued Employee Benefits. If Executive timely elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") for Executive and Executive's eligible dependents, the Company will reimburse Executive for the monthly premiums under COBRA for such coverage (at the coverage levels in effect immediately prior to Executive's termination) until the earlier of (A) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans or (B) the date upon which Executive ceases to be eligible for coverage under COBRA.

(b) Exclusive Remedy. In the event of a termination of Executive's employment with the Company (or any parent or subsidiary or successor of the Company), the provisions of this Section 7 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement. Executive will be entitled to no severance or other benefits upon termination of employment with respect to acceleration of award vesting or severance pay other than those benefits expressly set forth in this Section 7.

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 7(a) or (b) will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company and Executive (the "**Release**").

(b) Confidential Information Agreement. Executive's receipt of any payments or benefits under Section 7 will be subject to Executive continuing to comply with the terms of Confidential Information Agreement (as defined in Section 14) and Sections 15 and 16 of this Agreement.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the "Deferred Payments") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 8(c)(iii). Except as required by Section 8(c)(iii), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement**.**

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but

prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment, installment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above. It is the intent of this Agreement that all cash severance payments under Section 7(a)(i) will satisfy the requirements of the "short-term deferral" rule.

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(vi) The foregoing provisions are intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(d) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

9. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion

of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting "parachute payments" is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the severance payments under Sections 7(a)(i) or 7(a)(ii); (2) reduction of other cash payments, if any; (3) cancellation of accelerated vesting of equity awards; and (4) reduction of continued employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. In no event shall the Executive have any discretion with respect to the ordering of payment reductions. Notwithstanding the foregoing, to the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Regulation Section 1.280G-1 Q&A 7, the foregoing provisions shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed by this Section 9.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 9 will be made in writing by an independent firm immediately prior to Change of Control (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 9, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 9. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 9.

10. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. For purposes of this Agreement, "**Cause**" is defined as (i) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (ii) Executive's gross misconduct, (iii) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company; (iv) Executive's willful breach of any obligations under any written agreement or covenant with the Company that is injurious to the Company; or (v) Executive's continued failure to perform his employment duties after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and has failed to cure such non-performance to the Company's satisfaction within 30 business days after receiving such notice.

(b) Change of Control. For purposes of this Agreement, "**Change of Control**" means the occurrence of any of the following events:

(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding voting securities, other than the acquisition of 50% of the total voting power represented by the outstanding voting securities when sold by the Company in a capital raising transaction; or

(ii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(iii) the date of the consummation of the sale or disposition by the Company of all or substantially all the Company's assets in a transaction that has been approved by the stockholders of the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(c) Code. For purposes of this Agreement, "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) Disability. For the purposes of this Agreement, "**Disability**" will mean that Executive has been unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months. Alternatively, Executive will be deemed disabled if determined to be totally disabled by the Social Security Administration. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of Executive's duties hereunder before the termination of Executive's employment becomes effective, the notice of intent to terminate based on Disability will automatically be deemed to have been revoked.

(e) Good Reason. For the purposes of this Agreement, "**Good Reason**" means Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Executive's express written consent: (i) the assignment to Executive of any duties beyond the generally recognized scope of employment of a chief scientific officer or the reduction of Executive's duties or

the removal of Executive from his position and responsibilities, either of which must result in a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment, unless Executive is provided with a comparable position (i.e., a position of equal or greater organizational level, duties, authority, compensation and status); provided, however, that a reduction in duties, position or responsibilities solely by virtue of the Company being acquired and made part of a larger entity (as, for example, when the Chief Scientific Officer of the Company remains as such following a Change of Control but is not made the Chief Scientific Officer of the acquiring corporation) will not constitute "Good Reason"; (ii) a reduction in Executive's Base Salary (except where there is a reduction applicable to the management team generally of not more than 20% of Executive's Base Salary); or (iii) a material change in the geographic location of Executive's primary work facility or location; provided, that a relocation of less than twenty (20) miles from Executive's then present location will not be considered a material change in geographic location. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than thirty (30) days following the date of such notice and such grounds for "Good Reason" have not been cured during such cure period.

(f) Section 409A. For purposes of this Agreement, "**Section 409A**" means Code Section 409A, and the final regulations and any guidance promulgated thereunder or any state law equivalent.

(g) Section 409A Limit. For purposes of this Agreement, "**Section 409A Limit**" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of his or her separation from service, as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

11. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

12. Notice. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well-established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing.

If to the Company:

[Company Name]
[Address]
Attn: [Name]

If to Executive:

at the last residential address known by the Company.

13. Arbitration.

(a) Arbitration. In consideration of Executive's employment with the Company, its promise to arbitrate all employment-related disputes, and Executive's receipt of the compensation, pay raises and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, shareholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with the Company or termination thereof, including any breach of this Agreement, will be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1281.8 (the "**Act**"), and pursuant to California law. The Federal Arbitration Act shall also apply with full force and effect, notwithstanding the application of procedural rules set forth under the Act.

(b) Dispute Resolution. **Disputes that Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under local, state, or federal law,** including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(c) Procedure. Executive agrees that any arbitration will be administered by the Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"), pursuant to its Employment Arbitration Rules & Procedures (the "**JAMS Rules**"). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any

arbitration hearing. The arbitrator shall have the power to award any remedies available under applicable law, and the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. The Company will pay for any administrative or hearing fees charged by the administrator or JAMS, and all arbitrator's fees, except that Executive shall pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fee as Executive would have instead paid had Executive filed a complaint in a court of law. Executive agrees that the arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure and the California Evidence Code, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to the rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law shall take precedence. The decision of the arbitrator shall be in writing. Any arbitration under this Agreement shall be conducted in San Mateo County, California.

(d) Remedy. Except as provided by the Act, arbitration shall be the sole, exclusive, and final remedy for any dispute between Executive and the Company. **Accordingly, except as provided by the Act and this Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration.** Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator will not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

(e) Administrative Relief. Executive is not prohibited from pursuing an administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. However, Executive may not pursue court action regarding any such claim, except as permitted by law.

14. Confidential Information. Executive agrees to enter into the Company's standard Proprietary Information and Inventions Assignment Agreement (the "**Confidential Information Agreement**") upon commencing employment hereunder.

15. Non-Solicitation. Until the date one (1) year after the termination of Executive's employment with the Company for any reason, Executive agrees not, either directly or indirectly, to solicit, induce, attempt to solicit, recruit, or encourage any employee of the Company (or any parent or subsidiary of the Company) to leave his or her employment either for Executive or for any other entity or person. Executive represents that he (i) is familiar with the foregoing covenant not to solicit, and (ii) is fully aware of his or her obligations hereunder, including, without limitation, the reasonableness of the length of time, scope and geographic coverage of these covenants.

16. Non-Compete. The Executive hereby agrees that during the period commencing on the date hereof and ending on the first (1st) anniversary of the date on which the Executive's employment with the Company terminates for any reason (the "Non-Compete Period"), he will not, without the express written consent of the Company, directly or indirectly, anywhere in the United

States or Canada, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity), any business, organization or person other than the Company (or any subsidiary or affiliate of the Company), whose business, activities, products or services are directly competitive with any of the business, activities, products or services conducted by or in active planning by the Company (or any subsidiary or affiliate of the Company) on the date that the Executive's employment with the Company terminates and which are in the Company's Field of Interest (each a "Competitive Business"); provided that the Executive shall be permitted to be employed by an entity which operates an ancillary business in the Company's Field of Interest so long as the Executive is not involved in such ancillary business. For purposes of this Agreement, the Company's "Field of Interest" shall include, without limitation, the development, implementation or licensing or sale of methods of using nanopulse electricity for bio-medical applications, including for diagnosis, detection, prevention, treatment or cure of tumors or cancers of internal organs, or benign diseases that can be treated by the ablation of internal tissue as well as other dermatologic applications and any other business activity engaged in, conducted by or in active planning by the Company or its subsidiaries or affiliates on the date the Executive's employment with the Company terminates. Notwithstanding anything herein to the contrary, the Executive may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than three percent (3%) of the equity of such enterprise.

17. Business Opportunities. The Executive agrees, during the Employment Term, to offer or otherwise make known or available to it, as directed by the Chief Executive Officer or Board and without additional compensation or consideration, any business prospects, contracts or other business opportunities that he may discover, find, develop or otherwise have available to him in the Company's Field of Interest, and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

18. Litigation and Regulatory Cooperation. During and after the Executive's employment with the Company, the Executive shall cooperate fully with the Company and its affiliates in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company and its affiliates which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company and its affiliates at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company and its affiliates in connection with any such investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section. The performance by the Executive under this Section after the termination of the Executive's employment with the Company shall be subject to his other employment obligations.

19. Insurance. The Executive agrees that the Company or its affiliates may from time to time and for the Company's or the affiliates' own benefit apply for and take out life insurance covering the Executive, either independently or together with others, in any amount and form which the Company or an affiliate may deem to be in its best interests. The Company or the respective affiliate shall own all rights in such insurance and in the cash values and proceeds thereof, and the Executive shall not have any right, title or interest therein. The Executive agrees to assist the Company and its affiliates, at the Company's expense, in obtaining any such insurance by, among things, submitting to customary examinations and correctly preparing, signing and delivering such applications and other documents as reasonably may be required. Nothing contained in this Section shall be construed as a limitation on the Executive's right to procure any life insurance for his own personal needs.

20. Miscellaneous Provisions.

(a) Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive) that is expressly designated as an amendment to this Agreement.

(b) Waiver. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, together with the Equity Plan, Option Agreement and the Confidential Information Agreement represents the entire agreement and understanding between the parties with respect to Executive's employment by the Company and supersedes all prior or contemporaneous agreements whether written or oral. With respect to stock options granted on or after the date of this Agreement, the acceleration of vesting provisions provided herein will apply to such stock options. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to all applicable withholdings, including all applicable income and employment taxes, as determined in the Company's reasonable judgment.

(h) Acknowledgment. Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY

Electroblate, Inc.

By: /s/ Chris Marlett
Title: President

EXECUTIVE

By: /s/ Richard Nuccitelli
Richard Nuccitelli, Chief Scientific Officer

Exhibit 10.9

ELECTROBLATE CHIEF EXECUTIVE OFFICER

EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made and entered into by and between Darrin R. Uecker ("**Executive**") and ElectroBlate, Inc. (the "**Company**"), effective as of September 8, 2015 (the "**Effective Date**").

1. Duties and Scope of Employment.

(a) Position and Duties. As of September 8, 2015 (the "**Start Date**"), Executive initially will serve as the Company's President and Chief Executive Officer. Executive will render such business and professional services in the performance of his duties, consistent with Executive's position within the Company. Executive also will serve the Company in such other or alternative positions as may reasonably be assigned to him by the Company's Board of Directors (the "**Board**"), which positions may include director and additional or other officer positions of the Company and subsidiaries of the Company. The period of Executive's rendering of employment services under this Agreement is referred to herein as the "**Employment Term**."

(b) Obligations. During the Employment Term, Executive will perform his duties faithfully and to the best of his ability and will devote his full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Board. Notwithstanding the foregoing, Executive may provide approximately four months of transitional services to Progyny and regular consulting services to FemPulse, each generally not to exceed fifteen (15) hours per month, for no consideration other than the reimbursement of expenses and equity based consideration.

(c) Automatic Resignation. At the end of the Employment Term, including upon any termination of employment for any reason, such ending or termination will be deemed to be an automatic resignation from all director and officer positions of the Company and any of its subsidiaries, unless the continuation of such appointments is specifically approved by a resolution of the Board of the respective corporation or its shareholders.

2. At-Will Employment. The parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice. However, as described in this Agreement, Executive may be entitled to severance benefits depending on the circumstances of Executive's termination of employment with the Company. Executive's employment with the Company will also be terminated due to Executive's death or disability. Neither the vesting of any option described in this agreement or any separate agreement (nor any other provision of this agreement or any other agreement between Executive and the Company), nor Executive's participation in any stock option, incentive bonus, or other benefit program in the future, is to be regarded as assuring Executive of continuing employment for any particular period of time. The employment at-will status can only be modified in a written agreement signed by Executive and by an officer of the Company.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company will pay Executive an annual salary of $300,000 as compensation for Executive's services (the "**Base Salary**"). The Base Salary will be paid periodically (but not less frequently than monthly) in accordance with the Company's normal payroll practices and be subject to the usual required withholdings. Executive's salary will be subject to review and adjustments on an annual basis.

(b) Signing Bonus. The Executive will be paid a signing bonus of $10,000, to be paid at the time of the first periodic payment of the Base Salary, in accordance with the Company's normal payroll practices and subject to the usual required withholdings.

(c) IPO Bonus. The Executive will be paid a bonus of $15,000, at the time of the first periodic payment of the Base Salary after the consummation of the initial public offering of common stock of the Company, in accordance with the Company's normal payroll practices and subject to the usual required withholdings, provided that the Employment Term extends through the date of payment.

(d) 2016 Strategic Plan Bonus. The Executive will be paid a bonus of $25,000, at the time of the first periodic payment of the Base Salary after the approval by the Board of a "strategic plan and operating budget" for the Company adopted for 2016, provided that the Employment Term extends through the date of payment. Approval of such plan and budget by the Board shall not be unreasonably withheld.

(e) Annual Bonus. Executive will be eligible for an annual bonus in respect of fiscal year 2016 and each subsequent fiscal year of up to a maximum of 25% of the Base Salary for the fiscal year which will be contingent upon the attainment of annual designated corporate goals and milestones, in each case in the sole discretion of the Board. Executive's eligibility, and the terms and conditions, for this bonus will be documented and issued to Executive if and when approved by the Board, and Executive will not be eligible for this bonus unless and until the documentation occurs. If awarded, this bonus will be paid not later than March 30 of the year following the fiscal year for which this bonus is awarded, provided that the Employment Term extends through the date of payment.

(f) Start Date Options. Promptly after the Start Date, you will be granted an option (the "**Start Date Option**") under the 2015 Stock Incentive Plan ("**Plan**") to acquire that number of shares of common stock of the Company equal to 3.0% of the fully diluted capital of the Company as of the Start Date, which fully diluted capital will be determined as follows: the number of issued and outstanding shares of common stock, plus the number shares of common stock underlying all issued and outstanding warrants and options not issued under the Plan, plus the number of shares available for issuance as of the Start Date under the Plan. The Start Date Option will have an exercise price per share equivalent to the price of a share of common stock sold in the initial public

offering of the Company, provided however, if there is no initial public offering before the first vesting date, then the exercise price will be $4.00 per share. The Start Date Option will vest 25% on the first anniversary of the Start Date and thereafter 75% will vest in equal amounts on a quarterly basis over the three year period starting with the first anniversary of the Start Date with provision for accelerated vesting in the event of a change of control, and exercisable through the tenth anniversary of the Start Date. This option will be subject to the grant agreement and the Company's standard terms and conditions under its option plan.

(g) IPO Options. Promptly upon the later of the consummation of the proposed initial public offering by the Company and after the expiration or, if earlier, the full exercise, of any overallotment option granted in connection with the proposed public offering, the Company will take appropriate action to grant to you an option under the Plan, which to the extent possible will be a qualified option (the "**IPO Option**"), to acquire that number of shares of common stock of the Company equal to 3% of the fully diluted capital of the Company as of consummation of the initial public offering and the expiration or, if earlier, the full exercise, of any overallotment option granted in the IPO underwriting, less the number of shares that were awarded under the Start Date Option, where the fully diluted number of shares will be calculated on the same basis as the Start Date Option. The IPO Option will have an exercise price per share equivalent to the closing price of a share of common stock in the public market on the day immediately before the grant date. The IPO Option will vest 25% on the first anniversary of the grant date and thereafter 75% will vest in equal amounts on a quarterly basis over the three year period starting with the first anniversary of the consummation of the initial public offering with provision for accelerated vesting in the event of a change of control, and exercisable through the tenth anniversary of the consummation of the initial public offering. This option will be subject to the grant agreement and the Company's standard terms and conditions under the Plan. Executive understands that if there is no initial public offering, there will be no IPO Option granted to Executive.

4. Employee Benefits. During the Employment Term, Executive will be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

5. Vacation. During the Employment Term, Executive will be entitled to paid vacation of not less than three weeks per year, in accordance with the Company's vacation policy for senior executive officers, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto. Upon Executive's termination of employment for any reason, Executive will not be entitled to receive any payment for any accrued but unused vacation during the Employment Term.

6. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

7. Severance.

(a) Termination without Cause or Resignation for Good Reason. During the Employment Term, if (i) the Company (or any parent or subsidiary or successor of the Company) terminates Executive's employment for reasons other than Cause, death or Disability, or (ii) upon Executive's resignation from the Company (or any parent or subsidiary or successor of the Company) for Good Reason, then, subject to the continued observance by Executive of Sections 8 (severance conditions), 11 (assignment), 12 (notices), 13 (arbitration), 14 (confidential information agreement), 15 (non-competition), 17 (litigation cooperation), and 19 (miscellaneous) below after the termination of the rendering of employment services, Executive will receive the following severance from the Company:

(i) Severance Payment. If Executive has been employed for a Term hereunder of less than one year from the Start Date, then Executive will receive the continuing payment of the Executive's Base Salary (as in effect immediately prior to the Executive's termination) equal to the number of full months of employment before the termination, up to a maximum of six (6) months. If Executive has been employed for a Term hereunder of one year or more from the Start Date, then Executive will receive one year of continuing payment of Executive's Base Salary (as in effect immediately prior to Executive's termination). The payment of the continuing Base Salary will be less applicable withholding taxes and other legally required withholdings.

(ii) Accelerated Vesting. The unvested portion of Executive's then Board approved and issued and outstanding options for Company Common Stock that would normally vest over the following twelve (12) months from the date of Executive's termination will immediately vest prior to Executive's termination and become exercisable. The options will remain exercisable, to the extent applicable, following the date of termination for the period prescribed in the Plan under which they are awarded.

(iii) Continued Employee Benefits. If Executive timely elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") for Executive and Executive's eligible dependents, the Company will reimburse Executive for the monthly premiums under COBRA for such coverage (at the coverage levels in effect immediately prior to Executive's termination) until the earlier of (A) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans or (B) the date upon which Executive ceases to be eligible for coverage under COBRA.

(b) Resignation; Termination for Cause; Death or Disability. If you resign (other than for Good Reason), or the Company terminates your employment for Cause, or your employment terminates upon your death or Disability, then (i) you will no longer vest in the Option or any other stock option otherwise held by you, (ii) all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned), and (iii) you will not be entitled to any severance benefits.

(c) Exclusive Remedy. In the event of a termination of Executive's employment with the Company (or any parent or subsidiary or successor of the Company), the provisions of this Section 7 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement. Executive will be entitled to no severance or other benefits upon termination of employment with respect to acceleration of award vesting or severance pay other than those benefits expressly set forth in this Section 7.

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 7(a) or (b) will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company and Executive (the "**Release**").

(b) Confidential Information Agreement. Executive's receipt of any payments or benefits under Section 7 will be subject to Executive continuing to comply with the terms of the Confidential Information, Invention Assignment, and Arbitration Agreement between the Executive and the Company and Section 15 (non-competition) of this Agreement.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 8(c)(iii). Except as required by Section 8(c)(iii), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement**.**

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first

payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment, installment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above. It is the intent of this Agreement that all cash severance payments under Section 7(a)(i) will satisfy the requirements of the "short-term deferral" rule.

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(vi) The foregoing provisions are intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(d) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

9. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting "parachute payments" is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the severance payments under Sections 7(a)(i) or 7(a)(ii); (2) reduction of other cash payments, if any; (3) cancellation of accelerated vesting of equity awards; and (4) reduction of continued employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. In no event shall the Executive have any discretion with respect to the ordering of payment reductions. Notwithstanding the foregoing, to the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with Treasury Regulation Section 1.280G-1 Q&A 7, the foregoing provisions shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed by this Section 9.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 9 will be made in writing by an independent firm immediately prior to a Change of Control (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 9, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 9. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 9.

10. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. For purposes of this Agreement, "**Cause**" is defined as (i) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (ii) Executive's gross misconduct, (iii) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company; (iv) Executive's willful breach of any obligations under any written agreement or covenant with the Company that is injurious to the Company; or (v) Executive's continued failure to perform his employment duties after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and has failed to cure such non-performance to the Company's satisfaction within 30 business days after receiving such notice.

(b) Change of Control. For purposes of this Agreement, "**Change of Control**" means the occurrence of any of the following events:

(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding voting securities, other than the acquisition of 50% of the total voting power represented by the outstanding voting securities when sold by the Company in a capital raising transaction; or

(ii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(iii) the date of the consummation of the sale or disposition by the Company of all or substantially all the Company's assets in a transaction that has been approved by the stockholders of the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(c) Code. For purposes of this Agreement, "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) Disability. For the purposes of this Agreement, "**Disability**" will mean that Executive has been unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months. Alternatively, Executive will be deemed disabled if determined to be totally disabled by the Social Security Administration. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of Executive's duties hereunder before the termination of Executive's employment becomes effective, the notice of intent to terminate based on Disability will automatically be deemed to have been revoked.

(e) Good Reason. For the purposes of this Agreement, "**Good Reason**" means Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Executive's express written consent: (i) the assignment to Executive of any duties beyond the generally recognized scope of employment of a company president and/or chief executive officer or the reduction of Executive's duties or the removal of Executive from his position and responsibilities as president or chief executive officer, either of which must result in a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment; provided, however, if the Executive is provided with an alternative executive type position within the Company or its subsidiaries at the same or better compensation as proved herein or that a reduction in duties, position or responsibilities solely by virtue of the Company being acquired and made part of a larger entity will not constitute "Good Reason"; (ii) a reduction in Executive's Base Salary (except where there is a reduction applicable to the management team generally of not more than 10% of Executive's Base Salary); or (iii) a material change in the geographic location of Executive's primary work facility or location; provided, that a relocation of less than fifty (50) miles from Executive's then present work location will not be considered a material change in geographic location. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than thirty (30) days following the date of such notice and such grounds for "Good Reason" have not been cured during such cure period.

(f) Section 409A. For purposes of this Agreement, "**Section 409A**" means Code Section 409A, and the final regulations and any guidance promulgated thereunder or any state law equivalent.

(g) Section 409A Limit. For purposes of this Agreement, "**Section 409A Limit**" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of his or her separation from service, as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

11. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

12. Notice. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well-established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing.

If to the Company:

Electroblate, Inc.
401 Wilshire Boulevard, Suite 1020
Santa Monica, California 90401
Attn: Gary Schuman, CFO

If to Executive:

at the last residential address known by the Company.

13. Arbitration.

(a) Arbitration. In consideration of Executive's employment with the Company, its promise to arbitrate all employment-related disputes, and Executive's receipt of the compensation, pay raises and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, shareholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with the Company or termination thereof, including any breach of this Agreement, will be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1281.8 (the "**Act**"), and pursuant to California law. The Federal Arbitration Act shall also apply with full force and effect, notwithstanding the application of procedural rules set forth under the Act.

(b) Dispute Resolution. **Disputes that Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under local, state, or federal law**, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(c) Procedure. Executive agrees that any arbitration will be administered by the Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"), pursuant to its Employment Arbitration Rules & Procedures (the "JAMS Rules"). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies available under applicable law, and the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. The Company will pay for any administrative or hearing fees charged by the administrator or JAMS, and all arbitrator's fees, except that Executive shall pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fee as Executive would have instead paid had Executive filed a complaint in a court of law. Executive agrees that the arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure and the California Evidence Code, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to the rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law shall take precedence. The decision of the arbitrator shall be in writing. Any arbitration under this Agreement shall be conducted in San Francisco County, California.

(d) Remedy. Except as provided by the Act, arbitration shall be the sole, exclusive, and final remedy for any dispute between Executive and the Company. **Accordingly, except as provided by the Act and this Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration**. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator will not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

(e) Administrative Relief. Executive is not prohibited from pursuing an administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. However, Executive may not pursue court action regarding any such claim, except as permitted by law.

14. Confidential Information. Executive agrees to enter into the Company's standard Confidential Information, Invention Assignment and Arbitration Agreement (the "**Confidential Information Agreement**") and IPO lock up agreement upon commencing employment hereunder.

15. Non-Compete. The Executive hereby agrees that during the period commencing on the date hereof and ending on the first (1st) anniversary of the date on which the Executive's employment with the Company terminates for any reason (the "**Non-Compete Period**"), he will not, without the express written consent of the Company, directly or indirectly, anywhere in the United States, Mexico or Canada, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity), any business, organization or person other than the Company (or any subsidiary or affiliate of the Company), whose business, activities, products or services are directly competitive with any of the

business, activities, products or services conducted by or in active planning by the Company (or any subsidiary or affiliate of the Company) on the date that the Executive's employment with the Company terminates and which are in the Company's Field of Interest (defined below); provided that the Executive shall be permitted to be employed by an entity which operates an ancillary business in the Company's Field of Interest so long as the Executive is not involved in such ancillary business. For purposes of this Agreement, the Company's "**Field of Interest**" shall include, without limitation, the development, implementation or licensing or sale of methods of using nanopulse electricity for bio-medical applications, including for diagnosis, detection, prevention, treatment or cure of tumors or cancers of internal organs, or benign diseases that can be treated by the ablation of internal tissue as well as other dermatologic applications and any other business activity engaged in, conducted by or in active planning by the Company or its subsidiaries or affiliates on the date the Executive's employment with the Company terminates. Notwithstanding anything herein to the contrary, the Executive may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than three percent (3%) of the equity of such enterprise.

16. Business Opportunities. The Executive agrees, during the Employment Term, to offer or otherwise make known or available to it, as directed by the Chief Executive Officer or Board and without additional compensation or consideration, any business prospects, contracts or other business opportunities that he may discover, find, develop or otherwise have available to him in the Company's Field of Interest, and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

17. Litigation and Regulatory Cooperation. During and after the Executive's employment with the Company, the Executive shall cooperate fully with the Company and its affiliates in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company and its affiliates which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company and its affiliates at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company and its affiliates in connection with any such investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section. The performance by the Executive under this Section after the termination of the Executive's employment with the Company shall be subject to his other employment obligations.

18. Insurance. The Executive agrees that the Company or its affiliates may from time to time and for the Company's or the affiliates' own benefit apply for and take out life insurance covering the Executive, either independently or together with others, in any amount and form which the Company or an affiliate may deem to be in its best interests. The Company or the respective affiliate shall own all rights in such insurance and in the cash values and proceeds thereof, and the

Executive shall not have any right, title or interest therein. The Executive agrees to assist the Company and its affiliates, at the Company's expense, in obtaining any such insurance by, among things, submitting to customary examinations and correctly preparing, signing and delivering such applications and other documents as reasonably may be required. Nothing contained in this Section shall be construed as a limitation on the Executive's right to procure any life insurance for his own personal needs.

19. Miscellaneous Provisions.

(a) Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive) that is expressly designated as an amendment to this Agreement.

(b) Waiver. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, together with the Equity Plan, Option Agreement, the Confidential Information Agreement (and its exhibits), lock up agreement, and any employment policy statements and employment manuals that the Company or its Board adopts from time to time represents the entire agreement and understanding between the parties with respect to Executive's employment by the Company and supersedes all prior or contemporaneous agreements whether written or oral. With respect to stock options granted on or after the date of this Agreement, the acceleration of vesting provisions provided herein will apply to such stock options. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to all applicable withholdings, including all applicable income and employment taxes, as determined in the Company's reasonable judgment.

(h) Acknowledgment. Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY

Electroblate, Inc.

By: /s/ Gary Schuman

Title: Secretary

EXECUTIVE

By: /s/ Darrin Uecker

Darrin R. Uecker

Exhibit 10.10

ELECTROBLATE, INC.
AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, AND ARBITRATION AGREEMENT

As a condition of my employment with Electroblate, Inc., its subsidiaries, affiliates, successors or assigns (together, the "**Company**"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this "**Agreement**"):

1. AT-WILL EMPLOYMENT

I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF THE COMPANY. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

2. APPLICABILITY TO PAST ACTIVITIES

I acknowledge that I have been engaged to provide services to the Company for a period of time prior to the date of this Agreement (the "**Prior Engagement Period**"). Accordingly, I agree that if and to the extent that, during the Prior Engagement Period: (i) I received access to any information from or on behalf of Company that would have been "Company Confidential Information" (as defined below) and if I receive access to such information during the period of my employment with the Company under this Agreement; or (ii) I conceived, created, authored, invented, developed or reduced to practice any item, including any intellectual property rights with respect thereto, that would have been an "Invention" (as defined below) and if I conceive, create, author, invent, develop or reduce to practice during the period of my employment with Company under this Agreement; then any such information shall be deemed "Company Confidential Information" hereunder and any such item shall be deemed an "Invention" hereunder, and this Agreement shall apply to such information or item as if conceived, created, authored, invented, developed or reduced to practice under this Agreement.

3. CONFIDENTIALITY

A. *Definition of Confidential Information*. I understand that "**Company Confidential Information**" means information that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company

Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available prior to the time of disclosure by Company to me; (ii) becomes publicly known or made generally available after disclosure by Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by Company as shown by my then-contemporaneous written records. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure*. I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use the Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose the Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, and General Counsel the Company (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between Company and myself, the Company retains all Confidential Information as the sole property of the Company. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this **Section 3.B** shall continue after termination of my employment.

C. *Former Employer Confidential Information*. I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information*. I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

4. OWNERSHIP

A. *Assignment of Inventions*. As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in **Section 4.G** below (collectively, "**Inventions**"), are the sole property of the Company. I also agree to promptly make full written disclosure to the Company of any Inventions, and to deliver and assign and hereby irrevocably assign fully to the Company all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to the Company of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are

"works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.

B. *Pre-Existing Materials*. I have attached hereto as Exhibit A, a list describing all inventions, discoveries, original works of authorship, developments, improvements, trade secrets and other proprietary information or intellectual property rights owned by me or in which I have an interest prior to, or separate from, my employment with the Company and which are subject to California Labor Code Section 2870 **(**attached hereto as Exhibit B), and which relate to the Company's proposed business, products, or research and development ("**Prior Inventions**"); or, if no such list is attached, I represent and warrant that there are no such Prior Inventions. Furthermore, I represent and warrant that if any Prior Inventions are included on Exhibit A, they will not materially affect my ability to perform all obligations under this Agreement. I will inform the Company in writing before incorporating such Prior Inventions into any Invention or otherwise utilizing such Prior Invention in the course of my employment with the Company, and the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. I will not incorporate any invention, improvement, development, concept, discovery, work of authorship or other proprietary information owned by any third party into any Invention without the Company's prior written permission.

C. *Moral Rights*. Any assignment to the Company of Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "**Moral Rights**"). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

D. *Maintenance of Records*. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between the Company and myself, the records are and will be available to and remain the sole property of the Company at all times.

E. *Further Assurances*. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this **Section 4.E** shall continue after the termination of this Agreement.

F. *Attorney-in-Fact*. I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in **Section 4.A**, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

G. *Exception to Assignments*. I UNDERSTAND THAT THE PROVISIONS OF THIS AGREEMENT REQUIRING ASSIGNMENT OF INVENTIONS TO THE COMPANY DO NOT APPLY TO ANY INVENTION THAT QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870 (ATTACHED HERETO AS EXHIBIT B). I WILL ADVISE THE COMPANY PROMPTLY IN WRITING OF ANY INVENTIONS THAT I BELIEVE MEET THE CRITERIA IN CALIFORNIA LABOR CODE SECTION 2870 AND ARE NOT OTHERWISE DISCLOSED ON EXHIBIT A.

5. CONFLICTING OBLIGATIONS

A. *Current Obligations*. I agree that during the term of my employment with the Company, I will not engage in or undertake any other employment, occupation, consulting relationship, or commitment that is directly related to the business in which the Company is now involved or becomes involved or has plans to become involved, nor will I engage in any other activities that conflict with my obligations to the Company.

B. *Prior Relationships*. Without limiting **Section 5.A**, I represent and warrant that I have no other agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, my obligations to the Company under this Agreement, or my ability to become employed and perform the services for which I am being hired by the Company. I further agree that if I have signed a confidentiality agreement or similar type of agreement with any former employer or other entity, I will comply with the terms of any such agreement to the extent that its terms are lawful under applicable law. I represent and warrant that after undertaking a careful search (including searches of my

computers, cell phones, electronic devices, and documents), I have returned all property and confidential information belonging to all prior employers (and/or other third parties I have performed services for in accordance with the terms of my applicable agreement). Moreover, I agree to fully indemnify the Company, its directors, officers, agents, employees, investors, shareholders, administrators, affiliates, divisions, subsidiaries, predecessor and successor corporations, and assigns for all verdicts, judgments, settlements, and other losses incurred by any of them resulting from my breach of my obligations under any agreement with a third party to which I am a party or obligation to which I am bound, as well as any reasonable attorneys' fees and costs if the plaintiff is the prevailing party in such an action, except as prohibited by law.

6. RETURN OF COMPANY MATERIALS

Upon separation from employment with the Company, on Company's earlier request during my employment, or at any time subsequent to my employment upon demand from the Company, I will immediately deliver to the Company, and will not keep in my possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), all tangible embodiments of the Inventions, all electronically stored information and passwords to access such property, Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any of the foregoing items, including, without limitation, those records maintained pursuant to **Section 4.D**. I also consent to an exit interview to confirm my compliance with this **Article 6**.

7. TERMINATION CERTIFICATION

Upon separation from employment with the Company, I agree to immediately sign and deliver to the Company the "Termination Certification" attached hereto as Exhibit C. I also agree to keep the Company advised of my home and business address for a period of three (3) years after termination of my employment with the Company, so that the Company can contact me regarding my continuing obligations provided by this Agreement.

8. NOTIFICATION OF NEW EMPLOYER

In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my obligations under this Agreement.

9. SOLICITATION OF EMPLOYEES

To the fullest extent permitted under applicable law, I agree that during my employment and for a period of twelve (12) months immediately following the termination of my relationship with the Company for any reason, whether voluntary or involuntary, with or without cause, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this **Article 9** shall affect my continuing obligations under this Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 3**.

10. CONFLICT OF INTEREST GUIDELINES

I agree to diligently adhere to all policies of the Company, including the Company's insider trading policies and the Company's Conflict of Interest Guidelines. A copy of the Company's current Conflict of Interest Guidelines is attached as Exhibit D hereto, but I understand that these Conflict of Interest Guidelines may be revised from time to time during my employment.

11. REPRESENTATIONS

Without limiting my obligations under **Section 4.E** above, I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent and warrant that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I hereby represent and warrant that I have not entered into, and I will not enter into, any oral or written agreement in conflict herewith.

12. AUDIT

I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, voicemail, or documents that are used to conduct the business of the Company. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of the Company. As such, the Company has the right to audit and search all such items and systems, without further notice to me, to ensure that the Company is licensed to use the software on the Company's devices in compliance with the Company's software licensing policies, to ensure compliance with the Company's policies, and for any other business-related purposes in the Company's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized, or non-compliant applications to the Company's technology systems, including, without limitation, open source or free software not authorized by the Company, and that I shall refrain from copying unlicensed software onto the Company's technology systems or using non-licensed software or websites. I understand that it is my responsibility to comply with the Company's policies governing use of the Company's documents and the internet, email, telephone, and technology systems to which I will have access in connection with my employment.

I am aware that the Company has or may acquire software and systems that are capable of monitoring and recording all network traffic to and from any computer I may use. the Company reserves the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to me and/or in my absence. This includes, but is not limited to, all e-mail messages sent or received, all website visits, all chat sessions, all news group activity (including groups visited, messages read, and postings by me), and all file transfers into and out of the Company's internal networks. The Company further reserves the right to retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including websites visited and any information I have downloaded. In addition, the Company may review Internet and technology systems activity and analyze usage patterns, and may choose to publicize this data to assure that technology systems are devoted to legitimate business purposes.

13. ARBITRATION AND EQUITABLE RELIEF

A. *Arbitration*. IN CONSIDERATION OF MY EMPLOYMENT WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL EMPLOYMENT-RELATED DISPUTES, AND MY RECEIPT OF THE COMPENSATION, PAY RAISES, AND OTHER BENEFITS PAID TO ME BY THE COMPANY, AT PRESENT AND IN THE FUTURE, I AGREE THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM MY EMPLOYMENT WITH THE COMPANY OR THE TERMINATION OF MY EMPLOYMENT WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION PROVISIONS SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 1280 THROUGH 1294.2 (THE "**ACT**"), AND PURSUANT TO CALIFORNIA LAW, AND SHALL BE BROUGHT IN MY INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE FEDERAL ARBITRATION ACT SHALL CONTINUE TO APPLY WITH FULL FORCE AND EFFECT NOTWITHSTANDING THE APPLICATION OF PROCEDURAL RULES SET FORTH IN THE ACT. **DISPUTES THAT I AGREE TO ARBITRATE, AND THEREBY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE CALIFORNIA FAMILY RIGHTS ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION, AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS. NOTWITHSTANDING THE FOREGOING, I UNDERSTAND THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF MY RIGHTS UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT.** I FURTHER UNDERSTAND THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH ME.

A. *Procedure*. I AGREE THAT ANY ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("***AAA***") AND THAT THE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH ITS NATIONAL RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES.. I AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, AND MOTIONS TO DISMISS AND DEMURRERS, APPLYING THE STANDARDS SET FORTH UNDER THE CALIFORNIA CODE OF CIVIL PROCEDURE. I AGREE THAT THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS. I ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, WHERE PROVIDED BY APPLICABLE LAW. I AGREE THAT THE DECREE OR AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AS A FINAL AND BINDING JUDGMENT IN ANY COURT HAVING JURISDICTION THEREOF. I UNDERSTAND THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR EXCEPT THAT I SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT I INITIATE, BUT ONLY SO MUCH OF THE FILING FEES AS I WOULD HAVE INSTEAD PAID HAD I FILED A COMPLAINT IN A COURT OF LAW. I AGREE THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING THE CALIFORNIA CODE OF CIVIL PROCEDURE AND THE CALIFORNIA EVIDENCE CODE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE AAA RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. I AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO COUNTY, CALIFORNIA.

B. *Remedy*. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ME AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER I NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

C. *Administrative Relief*. I UNDERSTAND THAT THIS AGREEMENT DOES NOT PROHIBIT ME FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY THAT IS AUTHORIZED TO ENFORCE OR ADMINISTER LAWS RELATED TO EMPLOYMENT, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE ME FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

D. *Voluntary Nature of Agreement*. I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. I ACKNOWLEDGE AND AGREE THAT I HAVE RECEIVED A COPY OF THE TEXT OF CALIFORNIA LABOR CODE SECTION 2870 IN EXHIBIT B. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND THAT I HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT ***I AM WAIVING MY RIGHT TO A JURY TRIAL***. FINALLY, I AGREE THAT I HAVE BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT.

14. MISCELLANEOUS

A. *Governing Law; Consent to Personal Jurisdiction*. This Agreement will be governed by the laws of the State of California without regard to California's conflicts of law rules that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California for any lawsuit filed against me by the Company.

B. *Assignability*. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, the Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of the Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

C. *Entire Agreement*. This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

D. *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

E. *Severability*. If a court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties hereto, and the remainder of this Agreement will continue in full force and effect.

F. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of the Company and me. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

G. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

Witness:

_____
Signature

_____
Name (typed or printed)

EXHIBIT A

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

Title	Date	Identifying Number or Brief Description

____No inventions or improvements

____Additional Sheets Attached

Date: _____

_____
Signature

_____
Name of Employee (typed or printed)

EXHIBIT B

CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME-EXEMPTION FROM AGREEMENT

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

EXHIBIT C

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, any other documents or property, or reproductions of any and all aforementioned items belonging to Electroblate, Inc. and its subsidiaries, affiliates, successors or assigns (together, the "**Company**").

I further certify that I have complied with all the terms of the Company's At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement signed by me, including the reporting of any inventions and original works of authorship (as defined therein) conceived or made by me (solely or jointly with others), as covered by that agreement.

I further agree that, in compliance with the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement, I will preserve as confidential all Company Confidential Information and Associated Third Party Confidential Information, including trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

I also agree that for twelve (12) months from this date, I will not directly or indirectly solicit any of the Company's employees to leave their employment at the Company. I agree that nothing in this paragraph shall affect my continuing obligations under the At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement during and after this twelve (12) month period, including, without limitation, my obligations under **Article 3** (Confidentiality) thereof.

After leaving the Company's employment, I will be employed by _____ in the position of _____ _____.

Date: _____ _____

Signature

_____

Name of Employee (typed or printed)

Address for Notifications:

EXHIBIT D

CONFLICT OF INTEREST GUIDELINES

It is the policy of Electroblate, Inc. and its subsidiaries and affiliates (together the "**Company**") to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities that are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations that must be avoided:

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement elaborates on this principle and is a binding agreement.)

2. Accepting or offering substantial gifts, excessive entertainment, favors, or payments that may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.

3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.

4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.

5. Initiating or approving any form of personal or social harassment of employees.

6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.

7. Borrowing from or lending to employees, customers, or suppliers.

8. Acquiring real estate of interest to the Company.

9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.

10. Unlawfully discussing prices, costs, customers, sales, or markets with competing companies or their employees.

11. Making any unlawful agreement with distributors with respect to prices.

12. Improperly using or authorizing the use of any inventions that are the subject of patent claims of any other person or entity.

13. Engaging in any conduct that is not in the best interest of the Company.

Each officer, employee, and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.

Exhibit 10.11

Dated as of _____, 2015

MDB Capital Group, LLC
401 Wilshire Boulevard
Santa Monica, California 90401

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") between Electroblate, Inc., a Nevada corporation (the "Company"), and MDB Capital Group, LLC ("MDB") relating to a proposed underwritten public offering of shares (the "Shares") of the Company's Common Stock (the "Common Stock").

In order to induce MDB to enter into the Underwriting Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning on and including the date of the Underwriting Agreement through and including the one year anniversary of the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned, or any affiliated party of the undersigned, will not, without the prior written consent of MDB, directly or indirectly:

(i) offer, pledge, 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, lend or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or

(ii) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership of any Common Stock or any securities convertible into or exercisable or exchangeable for any Common Stock,

whether any transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock, other securities, in cash or otherwise. Moreover, if:

(1) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or

(2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period,

the Lock-Up Period shall be extended and the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the date of issuance of the earnings release or the occurrence of the material news or material event, as the case may be, unless MDB waives, in writing, such extension.

Notwithstanding the provisions set forth in the immediately preceding paragraph, the undersigned may, without the prior written consent of MDB, (1) transfer any Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock as a bona fide gift or gifts, or by will or intestacy, to any member of the immediate family (as defined below) of the undersigned or to a trust the beneficiaries of which are exclusively the undersigned or members of the undersigned's immediate family or to a charity or educational institution; *provided*, *however*, that it shall be a condition to the transfer that (A) the transferee executes and delivers to MDB not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement and otherwise satisfactory in form and substance to MDB, and (B) if the undersigned is required to file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock by the undersigned during the Lock-Up Period (as the same may be extended as described above), the undersigned shall include a statement in such report to the effect that such transfer or distribution is not a transfer for value and that such transfer is being made as a gift or by will or intestacy, as the case may be; or (2) exercise or convert currently outstanding warrants, options and convertible debentures, as applicable, and exercise options under an acceptable stock option plan, so long as the undersigned agrees that the shares of Common Stock received from any such exercise or conversion will be subject to this agreement. For purposes of this paragraph, "immediate family" shall mean a spouse, child, grandchild or other lineal descendant (including by adoption), father, mother, brother or sister of the undersigned.]

The undersigned further agrees that (i) it will not, during the Lock-Up Period (as the same may be extended as described above), make any demand for or exercise any right with respect to the registration under the Securities Act of 1933, as amended (the "1933 Act"), of any Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, including under any current or future registration rights agreement or similar agreement to which the undersigned is a party or under which the undersigned is entitled to any right or benefit to have any securities included in a registration statement filed by the Company for resale or other transaction, and (ii) the Company may, with respect to any Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock owned or held (of record or beneficially) by the undersigned, cause the transfer agent or other registrar to enter stop transfer instructions and implement stop transfer procedures with respect to such securities during the Lock-Up Period (as the same may be extended as described above).

In addition, the undersigned hereby waives any and all notice requirements and rights with respect to the registration of any securities pursuant to any current or future agreement, instrument, understanding or otherwise, including any registration rights agreement or similar agreement, to which the undersigned is a party or under which the undersigned is entitled to any right or benefit and any tag-along rights or other similar rights to have any securities (debt or equity) included in the offering contemplated by the Underwriting Agreement or sold in connection with the sale of Common Stock pursuant to the Underwriting Agreement, provided that such waiver shall apply only to the public offering of Common Stock pursuant to the Underwriting Agreement and each registration statement filed under the 1933 Act in connection therewith.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

_____

Print Name: _____

Dated as of _____, 2015

MDB Capital Group, LLC
401 Wilshire Boulevard
Santa Monica, California 90401

Ladies and Gentlemen:

This agreement is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") between Electroblate, Inc., a Nevada corporation (the "Company"), and MDB Capital Group, LLC ("MDB") relating to a proposed underwritten public offering of shares (the "Shares") of the Company's Common Stock (the "Common Stock").

In order to induce MDB to enter into the Underwriting Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees that, during the period beginning on and including the date of the Underwriting Agreement through and including the one year anniversary of the date of the Underwriting Agreement (the "Lock-Up Period"), the undersigned, or any affiliated party of the undersigned, will not, without the prior written consent of MDB, directly or indirectly:

(iii) offer, pledge, 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, lend or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether now owned or hereafter acquired by the undersigned or with respect to which the undersigned has or hereafter acquires the power of disposition, or

(iv) enter into any swap or other agreement, arrangement or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequence of ownership of any Common Stock or any securities convertible into or exercisable or exchangeable for any Common Stock,

whether any transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock, other securities, in cash or otherwise. Moreover, if:

(1) during the last 17 days of the Lock-Up Period, the Company issues an earnings release or material news or a material event relating to the Company occurs, or

(2) prior to the expiration of the Lock-Up Period, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the Lock-Up Period,

the Lock-Up Period shall be extended and the restrictions imposed by this agreement shall continue to apply until the expiration of the 18-day period beginning on the date of issuance of the earnings release or the occurrence of the material news or material event, as the case may be, unless MDB waives, in writing, such extension.

Notwithstanding the provisions set forth in the immediately preceding paragraph, the undersigned may, without the prior written consent of MDB, (1) transfer any Common Stock or any securities convertible into or exchangeable or exercisable for Common Stock to a wholly owned affiliate or trust on behalf of the undersigned or wholly owned affiliate; provided, however, that it shall be a condition to the transfer that (A) the transferee executes and delivers to MDB not later than one business day prior to such transfer, a written agreement, in substantially the form of this agreement and otherwise satisfactory in form and substance to MDB, and (B) if the undersigned is required to file a report under Section 16(a) of the Securities Exchange Act of 1934, as amended, reporting a reduction in beneficial ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock by the undersigned during the Lock-Up Period (as the same may be extended as described above), the undersigned shall include a statement in such report to the effect that such transfer or distribution is not a transfer for value; or (2) exercise or convert currently outstanding warrants, options and convertible debentures, as applicable, and exercise options under an acceptable stock option plan, so long as the undersigned agrees that the shares of Common Stock received from any such exercise or conversion will be subject to this agreement.

The undersigned further agrees that (i) it will not, during the Lock-Up Period (as the same may be extended as described above), make any demand for or exercise any right with respect to the registration under the Securities Act of 1933, as amended (the "1933 Act"), of any Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, including under any current or future registration rights agreement or similar agreement to which the undersigned is a party or under which the undersigned is entitled to any right or benefit to have any securities included in a registration statement filed by the Company for resale or other transaction, and (ii) the Company may, with respect to any Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock owned or held (of record or beneficially) by the undersigned, cause the transfer agent or other registrar to enter stop transfer instructions and implement stop transfer procedures with respect to such securities during the Lock-Up Period (as the same may be extended as described above).

In addition, the undersigned hereby waives any and all notice requirements and rights with respect to the registration of any securities pursuant to any current or future agreement, instrument, understanding or otherwise, including any registration rights agreement or similar agreement, to which the undersigned is a party or under which the undersigned is entitled to any right or benefit and any tag-along rights or other similar rights to have any securities (debt or equity) included in the offering contemplated by the Underwriting Agreement or sold in connection with the sale of Common Stock pursuant to the Underwriting Agreement, provided that such waiver shall apply only to the public offering of Common Stock pursuant to the Underwriting Agreement and each registration statement filed under the 1933 Act in connection therewith.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement and that this agreement has been duly executed and delivered by the undersigned and is a valid and binding agreement of the undersigned. This agreement and all authority herein conferred are irrevocable and shall survive the death or incapacity of the undersigned and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement as of the date first set forth above.

Yours very truly,

Name of Entity:

_____

Title of Authorized Signatory:

_____

Signature of Authorized Signatory:

_____

Print Name of Authorized Signatory:

_____

Exhibit 10.14

ELECTROBLATE CHIEF FINANCIAL OFFICER

EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made and entered into by and between Brian Dow ("**Executive**") and Electroblate, Inc. (the "**Company**"), as of November 20, 2015.

1. Duties and Scope of Employment.

(a) Position and Duties. As of November 30, 2015 (the "**Start Date**"), Executive will serve as the Company's Chief Financial Officer, Senior Vice President Finance and Administration, Secretary and Treasurer residing in the Company's offices located in Burlingame, California. Executive will render such business and professional services in the performance of his duties, consistent with Executive's position within the Company. Executive also will serve the Company in such other or alternative positions as may reasonably be assigned to him by the Company's Board of Directors (the "**Board**"), which positions may include director and additional or other officer positions of the Company and subsidiaries of the Company. The period of Executive's rendering of employment services under this Agreement is referred to herein as the "**Employment Term**."

(b) Obligations. During the Employment Term, Executive will perform his duties faithfully and to the best of his ability and will devote his full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Board.

(c) Automatic Resignation. At the end of the Employment Term, including upon any termination of employment for any reason, such ending or termination will be deemed to be an automatic resignation from all director and officer positions of the Company and any of its subsidiaries, unless the continuation of such appointments is specifically approved by a resolution of the Board of the respective corporation or its shareholders.

2. At-Will Employment. The parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice. However, as described in this Agreement, Executive may be entitled to severance benefits depending on the circumstances of Executive's termination of employment with the Company. Executive's employment with the Company will also be terminated due to Executive's death or disability. Neither the vesting of any option described in this agreement or any separate agreement (nor any other provision of this agreement or any other agreement between Executive and the Company), nor Executive's participation in any stock option, incentive bonus, or other benefit program in the future, is to be regarded as assuring Executive of continuing employment for any particular period of time. The employment at-will status can only be modified in a written agreement signed by Executive and by an officer of the Company.

3. Compensation.

(a) Base Salary. During the Employment Term, the Company will pay Executive an annual salary of $250,000 as compensation for Executive's services (the "**Base Salary**"). The Base Salary will be paid periodically (but not less frequently than monthly) in accordance with the Company's normal payroll practices and be subject to the usual required withholdings. Executive's salary will be subject to review and adjustments on an annual basis.

(b) Annual Bonus. Executive will be eligible for an annual bonus in respect of fiscal year 2016 and each subsequent fiscal year of up to a maximum of 20% of the Base Salary for the fiscal year which will be contingent upon the attainment of annual designated corporate goals and milestones, in each case set and measured in the good faith discretion of the Board. Executive's eligibility, and the terms and conditions, for this bonus will be documented and issued to Executive if and when approved by the Board. If awarded, this bonus will be paid not later than March 30 of the year following the fiscal year for which the bonus is awarded, provided that the Employment Term extends through the date of payment.

(c) Start Date Options. Promptly after the Start Date, Executive will be granted an option (the "**Start Date Option**") under the 2015 Stock Incentive Plan ("**Plan**") to acquire that number of shares of common stock of the Company equal to 1.5% of the fully diluted capital of the Company as of the Start Date, which fully diluted capital will be determined as follows: the number of issued and outstanding shares of common stock, plus the number shares of common stock underlying all issued and outstanding warrants and options not issued under the Plan, plus the number of shares available for issuance as of the Start Date under the Plan. The Start Date Option will have an exercise price per share equivalent to the price of a share of common stock sold in the initial public offering of the Company, provided however, if there is no initial public offering within six-months, then the exercise price will be set in the documented good faith discretion of the Board as of the grant date. The Start Date Option will vest 25% on the first anniversary of the Start Date and thereafter 75% will vest in equal amounts on a quarterly basis over the three year period starting with the first anniversary of the Start Date with provision for accelerated vesting in the event of a change of control, and exercisable through the tenth anniversary of the Start Date. This option will be subject to the grant agreement and the Company's standard terms and conditions under its option plan.

4. Employee Benefits. During the Employment Term, Executive will be entitled to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

5. Vacation. During the Employment Term, Executive will be entitled to paid vacation of not less than three weeks per year, in accordance with the Company's vacation policy for senior executive officers, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto.

6. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

7. Severance.

(a) Termination without Cause or Resignation for Good Reason. During the Employment Term, if (i) the Company (or any parent or subsidiary or successor of the Company) terminates Executive's employment for reasons other than Cause, death or Disability, or (ii) upon Executive's resignation from the Company (or any parent or subsidiary or successor of the Company) for Good Reason, then, subject to the continued observance by Executive of Sections 8 (severance conditions), 11 (assignment), 12 (notices), 13 (arbitration), 14 (confidential information agreement), 15 (non-competition), 17 (litigation cooperation), and 19 (miscellaneous) below after the termination of the rendering of employment services, Executive will receive the following severance from the Company:

(i) Severance Payment

(1) If Executive has been employed for a Term hereunder of less than one year from the Start Date, then Executive will receive the continuing payment of the Executive's Base Salary (as in effect immediately prior to the Executive's termination) equal to three (3) months. If Executive has been employed for a Term hereunder of one year or more from the Start Date, then Executive will receive six (6) months of continuing payment of Executive's Base Salary (as in effect immediately prior to Executive's termination). The Executive will also receive his Annual Bonus for the year of termination, prorated for the portion of the year served, payable with the first severance payment. The payment of the continuing Base Salary and Bonus will be less applicable withholding taxes and other legally required withholdings.

(ii) Accelerated Vesting.

(1) Termination without Cause or Resignation for Good Reason not in connection with a Change in Control. The unvested portion of Executive's then Board approved and issued and outstanding equity grants that would normally vest over the following twelve (12) months from the date of Executive's termination will immediately vest prior to Executive's termination and become exercisable. The options will remain exercisable, to the extent applicable, following the date of termination for the period prescribed in the Plan under which they are awarded. If the price of any option has not been set as of the date of acceleration, the price will be set equal to the fair value at the grant date as determined in the documented good faith discretion of the Board.

(2) Termination without Cause or Resignation for Good Reason in connection with a Change in Control or within twelve (12) months of a Change in Control. If Executive has been employed for a Term hereunder of less than one year from the Start Date, then 50% of the unvested portion of Executive's then Board approved and issued and outstanding equity grants will immediately vest prior to Executive's termination and become exercisable. If Executive

has been employed for a Term hereunder of one year or more from the Start Date, then the unvested portion of Executive's then Board approved and issued and outstanding equity grants will immediately vest prior to Executive's termination and become exercisable. The options will remain exercisable, to the extent applicable, following the date of termination for the period prescribed in the Plan under which they are awarded. If the price of any option has not been set as of the date of acceleration, the price will be set equal to the fair value at the grant date as determined in the documented good faith discretion of the Board.

(iii) Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**") for Executive and Executive's eligible dependents, the Company will reimburse Executive for the monthly premiums under COBRA for such coverage (at the coverage levels in effect immediately prior to Executive's termination) until the earlier of (A) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans or (B) the date upon which Executive ceases to be eligible for coverage under COBRA

(iv) Resignation; Termination for Cause; Death or Disability. If you resign (other than for Good Reason), or the Company terminates your employment for Cause, or your employment terminates upon your death or Disability, then (i) you will no longer vest in the Option or any other stock option otherwise held by you, (ii) all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned), and (iii) you will not be entitled to any severance benefits. Unless Executive waives this condition in writing, before refusing to pay severance benefits under this Agreement, Company shall obtain a determination from an arbitrator that Executive was terminated for Cause or that Executive has not resigned for Good Reason.

(b) Exclusive Remedy. In the event of a termination of Executive's employment with the Company (or any parent or subsidiary or successor of the Company), the provisions of this Section 7 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement. Executive will be entitled to no severance or other benefits upon termination of employment with respect to acceleration of award vesting or severance pay other than those benefits expressly set forth in this Section 7.

8. Conditions to Receipt of Severance; No Duty to Mitigate.

(a) Separation Agreement and Release of Claims. The receipt of any severance pursuant to Section 7(a) or (b) will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company and Executive (the "**Release**").

(b) Confidential Information Agreement. Executive's receipt of any payments or benefits under Section 7 will be subject to Executive continuing to comply with the terms of the Confidential Information, Invention Assignment, and Arbitration Agreement between the Executive and the Company and Section 15 (non-competition) of this Agreement.

(c) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation under Section 409A (together, the "**Deferred Payments**") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Any severance payments or benefits under this Agreement that would be considered Deferred Payments will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 8(c)(iii). Except as required by Section 8(c)(iii), any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments shall be made as provided in this Agreement**.**

(iii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment, installment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iv) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Payments for purposes of clause (i) above. It is the intent of this Agreement that all cash severance payments under Section 7(a)(i) will satisfy the requirements of the "short-term deferral" rule.

(v) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit (as defined below) will not constitute Deferred Payments for purposes of clause (i) above.

(vi) The foregoing provisions are intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(d) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

9. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute "parachute payments" within the meaning of Section 280G of the Code and (ii) but for this Section 9, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive's severance benefits will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to the excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. If a reduction in the severance and other benefits constituting "parachute payments" is necessary so that no portion of such severance benefits is subject to the excise tax under Section 4999 of the Code, the reduction shall occur in the following order: (1) reduction of the severance payments under Sections 7(a)(i) or 7(a)(ii); (2) reduction of other cash payments, if any; (3) cancellation of accelerated vesting of equity awards; and (4) reduction of continued employee benefits. In the event that acceleration of vesting of equity award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of Executive's equity awards. If two or more equity awards are granted on the same date, each award will be reduced on a pro-rata basis. In no event shall the Executive have any discretion with respect to the ordering of payment reductions. Notwithstanding the foregoing, to the extent the Company submits any payment or benefit payable to Executive under this Agreement or otherwise to the Company's stockholders for approval in accordance with

Treasury Regulation Section 1.280G-1 Q&A 7, the foregoing provisions shall not apply following such submission and such payments and benefits will be treated in accordance with the results of such vote, except that any reduction in, or waiver of, such payments or benefits required by such vote will be applied without any application of discretion by Executive and in the order prescribed by this Section 9.

Unless the Company and Executive otherwise agree in writing, any determination required under this Section 9 will be made in writing by an independent firm immediately prior to a Change of Control (the "Firm"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 9, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 9. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 9.

10. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. For purposes of this Agreement, "**Cause**" is defined as (i) Executive's conviction of, or plea of nolo contendere to, a felony or any crime involving fraud, embezzlement or any other act of moral turpitude, (ii) Executive's gross misconduct, (iii) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of Executive's relationship with the Company; (iv) Executive's willful breach of any obligations under any written agreement or covenant with the Company that is injurious to the Company; or (v) Executive's continued failure to perform his employment duties after Executive has received a written demand of performance from the Company which specifically sets forth the factual basis for the Company's belief that Executive has not substantially performed his duties and has failed to cure such non-performance to the Company's satisfaction within 30 business days after receiving such notice.

(b) Change of Control. For purposes of this Agreement, "**Change of Control**" means the occurrence of any of the following events:

(i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of the total voting power represented by the Company's then outstanding voting securities, other than the acquisition of 50% of the total voting power represented by the outstanding voting securities when sold by the Company in a capital raising transaction; or

(ii) the date of the consummation of a merger or consolidation of the Company with any other corporation that has been approved by the stockholders of the Company, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(iii) the date of the consummation of the sale or disposition by the Company of all or substantially all the Company's assets in a transaction that has been approved by the stockholders of the Company.

Notwithstanding the foregoing provisions of this definition, a transaction will not be deemed a Change of Control unless the transaction qualifies as a "change in control event" within the meaning of Section 409A.

(c) Code. For purposes of this Agreement, "**Code**" means the Internal Revenue Code of 1986, as amended.

(d) Disability. For the purposes of this Agreement, "**Disability**" will mean that Executive has been unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six (6) months. Alternatively, Executive will be deemed disabled if determined to be totally disabled by the Social Security Administration. Termination resulting from Disability may only be effected after at least thirty (30) days' written notice by the Company of its intention to terminate Executive's employment. In the event that Executive resumes the performance of substantially all of Executive's duties hereunder before the termination of Executive's employment becomes effective, the notice of intent to terminate based on Disability will automatically be deemed to have been revoked.

(e) Good Reason. For the purposes of this Agreement, "**Good Reason**" means Executive's resignation within thirty (30) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without Executive's express written consent: (i) the assignment to Executive of any duties beyond the generally recognized scope of employment of a company chief financial officer and senior vice president finance and administration or the reduction of Executive's duties or the removal of Executive from his position and responsibilities as chief financial officer and senior vice president finance and administration, either of which must result in a material diminution of Executive's authority, duties, or responsibilities with the Company in effect immediately prior to such assignment; provided, however, if the Executive is provided with an alternative executive type position within the Company or its subsidiaries at the same or better compensation as proved herein or that a reduction in duties, position or responsibilities solely by virtue of the Company being acquired and made part of a larger entity will not constitute "Good Reason"; (ii) a reduction in Executive's Base Salary (except where there is a reduction applicable to the management team generally of not more than 10% of Executive's Base Salary); or (iii) a material change in the geographic location of Executive's primary work facility or location; provided, that a relocation of less than fifty (50) miles from

Executive's then present work location will not be considered a material change in geographic location. . Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and providing a cure period of not less than thirty (30) days following the date of such notice and such grounds for "Good Reason" have not been cured during such cure period.

(f) Section 409A. For purposes of this Agreement, "**Section 409A**" means Code Section 409A, and the final regulations and any guidance promulgated thereunder or any state law equivalent.

(g) Section 409A Limit. For purposes of this Agreement, "**Section 409A Limit**" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of his or her separation from service, as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

11. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

12. Notice. All notices, requests, demands and other communications called for hereunder will be in writing and will be deemed given (i) on the date of delivery if delivered personally, (ii) one (1) day after being sent by a well-established commercial overnight service, or (iii) four (4) days after being mailed by registered or certified mail, return receipt requested, prepaid and addressed to the parties or their successors at the following addresses, or at such other addresses as the parties may later designate in writing.

If to the Company:

Electroblate, Inc.
849 Mitten Rd.

Burlingame, CA 94010
Attn: Darrin R. Uecker, Chief Executive Officer

If to Executive:

at the last residential address known by the Company.

13. Arbitration.

(a) Arbitration. In consideration of Executive's employment with the Company, its promise to arbitrate all employment-related disputes, and Executive's receipt of the compensation, pay raises and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, shareholder or benefit plan of the Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with the Company or termination thereof, including any breach of this Agreement, will be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1281.8 (the "**Act**"), and pursuant to California law. The Federal Arbitration Act shall also apply with full force and effect, notwithstanding the application of procedural rules set forth under the Act.

(b) Dispute Resolution. **Disputes that Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under local, state, or federal law**, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(c) Procedure. Executive agrees that any arbitration will be administered by the Judicial Arbitration & Mediation Services, Inc. ("**JAMS**"), pursuant to its Employment Arbitration Rules & Procedures (the "**JAMS Rules**"). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies available under applicable law, and the arbitrator shall award attorneys' fees and costs to the prevailing party to the extent authorized by applicable law. The Company will pay for any administrative or hearing fees charged by the administrator or JAMS, and all arbitrator's fees, except that Executive shall pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fee as Executive would have instead paid had Executive filed a complaint in a court of law. Executive agrees that the arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure and the California Evidence Code, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to the rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law shall take precedence. The decision of the arbitrator shall be in writing. Any arbitration under this Agreement shall be conducted in San Francisco County, California.

(d) Remedy. Except as provided by the Act, arbitration shall be the sole, exclusive, and final remedy for any dispute between Executive and the Company. **Accordingly, except as provided by the Act and this Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration**. **Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator will not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.**

(e) Administrative Relief. Executive is not prohibited from pursuing an administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. However, Executive may not pursue court action regarding any such claim, except as permitted by law.

14. Confidential Information. Executive agrees to enter into the Company's standard Confidential Information, Invention Assignment and Arbitration Agreement (the "**Confidential Information Agreement**") and IPO lock up agreement upon commencing employment hereunder.

15. Non-Compete. The Executive hereby agrees that during the period commencing on the date hereof and ending on the first (1st) anniversary of the date on which the Executive's employment with the Company terminates for any reason (the "**Non-Compete Period**"), he will not, without the express written consent of the Company, directly or indirectly, anywhere in the United States, Mexico or Canada, engage in any activity which is, or participate or invest in, or provide or facilitate the provision of financing to, or assist (whether as owner, part-owner, shareholder, member, partner, director, officer, trustee, employee, agent or consultant, or in any other capacity), any business, organization or person other than the Company (or any subsidiary or affiliate of the Company), whose business, activities, products or services are directly competitive with any of the business, activities, products or services conducted by or in active planning by the Company (or any subsidiary or affiliate of the Company) on the date that the Executive's employment with the Company terminates and which are in the Company's Field of Interest (defined below); provided that the Executive shall be permitted to be employed by an entity which operates an ancillary business in the Company's Field of Interest so long as the Executive is not involved in such ancillary business. For purposes of this Agreement, the Company's "**Field of Interest**" shall include, without limitation, the development, implementation or licensing or sale of methods of using nanopulse electricity for bio-medical applications, including for diagnosis, detection, prevention, treatment or cure of tumors or cancers of internal organs, or benign diseases that can be treated by the ablation of internal tissue as well as other dermatologic applications and any other business activity engaged in, conducted by or in active planning by the Company or its subsidiaries or affiliates on the date the Executive's employment with the Company terminates. Notwithstanding anything herein to the contrary, the Executive may make passive investments in any enterprise the shares of which are publicly traded if such investment constitutes less than three percent (3%) of the equity of such enterprise.

16. Business Opportunities. The Executive agrees, during the Employment Term, to offer or otherwise make known or available to it, as directed by the Chief Executive Officer or Board and without additional compensation or consideration, any business prospects, contracts or other business opportunities that he may discover, find, develop or otherwise have available to him in the Company's Field of Interest, and further agrees that any such prospects, contacts or other business opportunities shall be the property of the Company.

17. Litigation and Regulatory Cooperation. During and after the Executive's employment with the Company, the Executive shall cooperate fully with the Company and its affiliates in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company and its affiliates which relate to events or occurrences that transpired while the Executive was employed by the Company. The Executive's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Company and its affiliates at mutually convenient times. During and after the Executive's employment, the Executive also shall cooperate fully with the Company and its affiliates in connection with any such investigation or review of any federal, state or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Executive was employed by the Company. The Company shall reimburse the Executive for any reasonable out-of-pocket expenses incurred in connection with the Executive's performance of obligations pursuant to this Section. If assistance is required after Executive is no longer employed by the Company, the Company agrees to compensate Executive by paying him a mutually agreed upon hourly rate for all time spend beyond five (5) hours. The performance by the Executive under this Section after the termination of the Executive's employment with the Company shall be subject to his other employment obligations.

18. Insurance. The Executive agrees that the Company or its affiliates may from time to time and for the Company's or the affiliates' own benefit apply for and take out life insurance covering the Executive, either independently or together with others, in any amount and form which the Company or an affiliate may deem to be in its best interests. The Company or the respective affiliate shall own all rights in such insurance and in the cash values and proceeds thereof, and the Executive shall not have any right, title or interest therein. The Executive agrees to assist the Company and its affiliates, at the Company's expense, in obtaining any such insurance by, among things, submitting to customary examinations and correctly preparing, signing and delivering such applications and other documents as reasonably may be required. Nothing contained in this Section shall be construed as a limitation on the Executive's right to procure any life insurance for his own personal needs.

19. Miscellaneous Provisions.

(a) Amendment. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive) that is expressly designated as an amendment to this Agreement.

(b) Waiver. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, together with the Equity Plan, Option Agreement, the Confidential Information Agreement (and its exhibits), lock up agreement, and any employment policy statements and employment manuals that the Company or its Board adopts from time to time represents the entire agreement and understanding between the parties with respect to Executive's employment by the Company and supersedes all prior or contemporaneous agreements whether written or oral. With respect to stock options granted on or after the date of this Agreement, the acceleration of vesting provisions provided herein will apply to such stock options. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

(e) Governing Law. This Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to all applicable withholdings, including all applicable income and employment taxes, as determined in the Company's reasonable judgment.

(h) Acknowledgment. Executive acknowledges that he has had the opportunity to discuss this matter with and obtain advice from his private attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each of the undersigned.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY

Electroblate, Inc.

/s/ Darrin Uecker

By: Darrin R. Uecker

Title: Chief Executive Officer

EXECUTIVE

By: /s/ Brian Dow

Brian Dow

Exhibit 21.1

List of Subsidiaries

Subsidiary	Jurisdiction of Incorporation	Ownership Position
Nanoblate Corp., a Delaware corporation	Delaware	100%
BioElectroMed Corp., a California corporation	California	100%

Exhibit 23.1

GUMBINER SAVETT INC.
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS
Santa Monica, California

CONSENT OF INDEPENDENT REGISTRERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated December 21, 2015, relating to the consolidated balance sheet of Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries (the "Company") as of December 31, 2014, and the related consolidated statements of operations, stockholders' equity, and cash flows for the period from May 19, 2014 (inception) through December 31, 2014, which is contained in the Prospectus. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Gumbiner Savett Inc.
December 21, 2015
Santa Monica, California

Exhibit 23.2

GUMBINER SAVETT INC.
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS
Santa Monica, California

CONSENT OF INDEPENDENT REGISTRERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated December 21, 2015, relating to the consolidated balance sheets of BioElectroMed Corp. and Subsidiary (the "Company") as of December 31, 2013 and 2012, and the related consolidated statements of comprehensive income (loss), stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2013, which is contained in the Prospectus. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Gumbiner Savett Inc.
December 21, 2015
Santa Monica, California

Exhibit 23.3

GUMBINER SAVETT INC.
CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS ADVISORS
Santa Monica, California

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Pulse Biosciences, Inc. (formerly Electroblate, Inc.) and Subsidiaries

We hereby consent to the use in the Prospectus constituting a part of this Registration Statement of our report dated December 21, 2015, relating to the balance sheets of ThelioPulse, Inc. (the "Company") as of December 31, 2013 and 2012, and the related statements of operations, stockholders' deficiency, and cash flows for the year ended December 31, 2013 and for the period from January 5, 2012 (inception) through December 31, 2012, which is contained in the Prospectus. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ Gumbiner Savett Inc.
December 21, 2015
Santa Monica, California