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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): March 8, 2019

Ekso Bionics Holdings, Inc.

(Exact Name of Registrant as specified in its charter)

Nevada
(State or Other Jurisdiction
of Incorporation)

001-37854
(Commission File Number)

99-0367049
(IRS Employer
Identification No.)

1414 Harbour Way South, Suite 1201
Richmond, California 94804
(Address of principal executive offices, including zip code)

(510) 984-1761
(Registrant's telephone number, including area code)

Not Applicable
(Registrant's former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 1.01. Entry into a Material Definitive Agreement.

As previously reported, Ekso Bionics Holdings, Inc. (the “Company”) and Ekso Bionics, Inc., a wholly-owned subsidiary of the Company, entered into an agreement dated January 30, 2019 (the “JV Agreement”) with Zhejiang Youchuang Venture Capital Investment Co., Ltd. (“ZYVC”) and Shaoxing City Keqiao District Paradise Silicon Intelligent Robot Industrial Investment Partnership (Limited Partnership) relating to the establishment and operation of a joint venture company called Exoskeleton Intelligent Robotics Co. Limited (the “Joint Venture”). Pursuant to the JV Agreement, the Company has agreed to issue to the Joint Venture or a designee of ZYVC, within thirty (30) business days of the Joint Venture delivering its first batch of finished Ekso GT products to a buyer, shares of the Company’s common stock at a price per share equal to the volume weighted average of the closing price of the Company’s common stock on the Nasdaq Capital Market for the twenty (20) days prior to the date of issuance for an aggregate purchase price equal to \$5,000,000, provided that the price per share at which such shares are issued shall be no less than \$1.30 and no more than \$1.96.

In connection with the Company entering into the JV Agreement, on March 8, 2019, the Company and the holders of outstanding warrants to purchase shares of the Company’s common stock (the “2015 Warrants” and such holders, the “2015 Warrant Holders”) issued pursuant to a securities purchase agreement dated December 23, 2015 (the “2015 Purchase Agreement”) entered into an amendment to the 2015 Purchase Agreement (the “Amendment”) to retroactively remove the provision in the 2015 Purchase Agreement prohibiting the Company from effecting or entering into an agreement to effect any issuance by the Company of its common stock at a price determined based on the trading price of the Company’s common stock or otherwise at a future determined price.

Pursuant to the Amendment, on March 8, 2019, the Company also entered into an amendment to each of the 2015 Warrants (each, a “Warrant Amendment”) with the respective 2015 Warrant Holder to reduce the exercise price of each such warrant from \$3.74 per share to \$2.75 per share, subject to further adjustments pursuant to the existing terms of such warrant.

A copy of the forms of the Amendment and the Warrant Amendment are attached to this current report as Exhibits 99.1 and 99.2, respectively, and each such Exhibit is incorporated by reference herein. The foregoing description of the material terms of the Amendment and the Warrant Amendments, and the transactions contemplated thereby, does not purport to be complete and is qualified in its entirety by reference to Exhibits 99.1 and 99.2.

ITEM 9.01. Financial Statements and Exhibits.

(d) Exhibits

[99.1 Form of Amendment to Purchase Agreement](#)

[99.2 Form of Amendment to Common Stock Purchase Warrant](#)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

EKSO BIONICS HOLDINGS, INC.

By: /s/ John F. Glenn

Name: John F. Glenn

Title: Chief Financial Officer

Dated: March 11, 2019

FORM OF AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT (the "Amendment") is made effective as of the Effective Date (as defined below), by and among Ekso Bionics Holdings, Inc., a Nevada corporation (the "Company"), and the undersigned holder (the "Holder") of shares of common stock and/or warrants to purchase shares of Common Stock of the Company.

RECITALS

WHEREAS, the Company has issued warrants to purchase shares of the Company's Common Stock ("Warrants") to certain holders (each, a "Warrant Holder") pursuant to that certain Securities Purchase Agreement dated December 23, 2015 (the "Purchase Agreement");

WHEREAS, capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to them in the Purchase Agreement;

WHEREAS, the Company entered into an Equity Joint Venture Contract and a Share Purchase Agreement, each dated January 30, 2019 (the "Effective Date"), pursuant to which, among other things, the Company has agreed to issue or has issued shares of its Common Stock, all as described in the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 30, 2019 (the "Subject Transaction");

WHEREAS, Section 4.13(b) of the Purchase Agreement prohibits the Company from effecting or entering into an agreement to effect any issuance by the Company or any of its Subsidiaries of Common Stock or Common Stock Equivalents involving a Variable Rate Transaction;

WHEREAS, pursuant to Section 5.5 of the Purchase Agreement, any provision of the Purchase Agreement may be modified and amended in a written instrument signed by the Company and Warrant Holders holding at least 75% of the number of shares of Common Stock issued or then issuable upon conversion of Preferred Stock and exercise of the Warrants (the "Requisite Threshold");

WHEREAS, the Holder, together with other Warrant Holders executing and delivering an amendment to the Purchase Agreement substantially in the same form as this Amendment (each, a "Counterpart"), constitute the Requisite Threshold;

WHEREAS, in connection with the Subject Transaction, and as an inducement to the Company agreeing to amend the Holder's Warrant(s) as set forth in the Form of Amendment to Common Stock Purchase Warrant attached hereto as Exhibit A ("Warrant Amendment"), the Holder and the Company propose to amend the Purchase Agreement as set forth in this Agreement; and

WHEREAS, the Warrant Shares are currently registered pursuant to an effective registration statement filed with the Commission (file number 333-218517) and are offered for sale pursuant to a base prospectus dated June 16, 2017 included in such registration statement and a prospectus supplement to such base prospectus, filed with the Commission on July 10, 2018 (together, the "Prospectus");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Holder and the Company hereby agree and do as follows:

1. Amendments.

- (a) Section 4.13 of the Purchase Agreement is hereby deleted in its entirety.
- (b) The definition of “Strategic Issuance” in Section 1.1 of the Purchase Agreement is hereby amended by deleting the words “nor the market standoff in Section 4.13(a)” therefrom.
- (c) The defined term “Variable Rate Transaction” in Section 1.1 of the Purchase Agreement is hereby deleted in its entirety.

2. Effective Time. Upon the execution and delivery of Counterparts by Warrant Holders (including the Holder) constituting the Requisite Threshold, (a) this Amendment shall be effective retroactively as of the Effective Date, and (b) the Company and the Holder shall promptly enter into a Warrant Amendment with respect to each Warrant held by the Holder.

3. Prospectus Supplement. Within three Business Days of the later of (a) the date of the execution and delivery of Counterparts by Warrant Holders (including the Holder) constituting the Requisite Threshold, and (b) the date of the execution and delivery by all Warrant Holders of Warrant Amendments with respect to all outstanding Warrants, but in any case no later than March 18, 2019, the Company shall file a prospectus supplement to the Prospectus to reflect the amendment of the exercise price of the Warrants effected by the Warrant Amendments.

4. Equal Treatment of Warrant Holders. The Company shall not amend or waive any terms of this Amendment or any Counterpart on terms more favorable to the Warrant Holder party thereto (including payment of consideration for such amendment or waiver) unless the Company ratably amends or waives such terms for the Holder and all other Warrant Holders having executed and delivered a Counterpart (a “Participating Holder”). For clarification purposes, this provision constitutes a separate right granted to the Holder and each Participating Holder by the Company and negotiated separately by the Holder and each Participating Holder, and is intended for the Company to treat the Holder and the Participating Holders as a class and shall not in any way be construed as the Holder and the Participating Holders acting in concert or as a group with respect to the purchase, disposition or voting of securities or otherwise. The Company hereby represents and warrants as of the date hereof and covenants and agrees that none of the terms offered to any person with respect to the transactions contemplated by the Purchase Agreement, including, without limitation, with respect to any consent, release, amendment, settlement, or waiver relating to the transaction contemplated by the Purchase Agreement, is or will be more favorable to such person than those offered to the Holder and under this Amendment.

5. Governing Law. This Amendment shall be governed in all respects by the internal laws of the State of New York, without regard to principles of conflicts of law.

6. Terms of Agreement. Except as expressly modified hereby, all terms, conditions and provisions of the Purchase Agreement shall continue in full force and effect.

7. Conflicting Terms. In the event of any inconsistency or conflict between the Purchase Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control.

8. Entire Agreement. This Amendment and the Purchase Agreement constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and thereof. All previous discussions and agreements with respect to such subject matter are superseded by the Purchase Agreement and this Amendment.

9. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Facsimile counterparts shall be deemed to be originals.

[Remainder of Page Intentionally Left Blank]

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

COMPANY:

EKSO BIONICS HOLDINGS, INC.

By: _____

Name: John F. Glenn

Title: Chief Financial Officer

Address: 1414 Harbour Way South, Suite 1201
Richmond, California 94804

Email: jglenn@eksobionics.com

[Signature Page to 2015 Stock Purchase Amendment]

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

WARRANT HOLDERS:

[_____]

By:

Name:

Title:

Address:

Email:

[Signature Page to 2015 Stock Purchase Amendment]

**FORM OF AMENDMENT TO
COMMON STOCK PURCHASE WARRANT**

This Amendment to Common Stock Purchase Warrant (this “**Amendment**”) is made and entered into effective as of March _____, 2019, by and between Ekso Bionics Holdings, Inc., a Nevada corporation (the “**Company**”), and the undersigned holder (the “**Holder**”).

WHEREAS, the Holder holds a Common Stock Purchase Warrant (the “**Warrant**”) exercisable for the number of shares of the Company’s common stock, par value \$0.001, set forth under the Holder’s signature below (the “**Warrant Shares**”) at an exercise price of \$3.74 per share, which was originally issued to the Holder on or about December 23, 2015 pursuant to that certain Securities Purchase Agreement dated December 23, 2015 among, *inter alios*, the Company and the Holder (the “**SPA**”);

WHEREAS, capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Warrant;

WHEREAS, the Holder and the Company propose to amend the SPA (the “**SPA Amendment**”);

WHEREAS, in connection with entering into the SPA Amendment, the Company and the Holder desire to amend the Warrant as set forth in this Amendment; and

WHEREAS, pursuant to Section 5(l) of the Warrant, the Warrant may be modified or amended with the written consent of the Company and the Holder;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Adjustment of Exercise Price.

(a) Section 2(b) of the Warrants is hereby deleted in its entirety and replaced with the following:

“Exercise Price. The exercise price per share of the Common Stock under this Warrant shall be \$2.75, subject to adjustment hereunder (the “Exercise Price”).”

(b) For avoidance of doubt, any event or occurrence prior to the Effective Date shall not result, and shall not be deemed to have resulted, in the adjustment of the Exercise Price as amended by Section 1(a) of this Amendment.

2. Necessary Acts. Each party to this Amendment hereby agrees to perform any further acts and to execute and deliver any further documents that may be necessary or required to carry out the intent and provisions of this Amendment and the transactions contemplated hereby.

3. Governing Law. This Amendment will be governed by and construed under the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law.

4. Continued Validity. Except as otherwise expressly provided herein, the Warrant shall remain in full force and effect, unamended.

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Amendment to be executed by its officer thereunto duly authorized as of the date first above indicated.

EKSO BIONICS HOLDINGS, INC.

By: _____

Name:

Title:

SIGNATURE OF HOLDER

Name of Investing Entity: _____

Signature of Authorized Signatory of Investing Entity: _____

Name of Authorized Signatory: _____

Title of Authorized Signatory: _____

Date: _____

Number of Warrant Shares: _____
