

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): May 3, 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.

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value per share	EKSO	Nasdaq Capital Market

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On April 17, 2019, William (Bill) Shaw accepted an offer of employment from Ekso Bionics Holdings, Inc. (the “Company”) to serve as the new Chief Commercial Officer of the Company (the “Offer Letter”), with a start date of May 6, 2019 (the “Start Date”).

Mr. Shaw is 45 years old. He brings more than 15 years of medical device sales and leadership experience to the Company. From July 2014 until joining the Company, Mr. Shaw worked in different roles at Zimmer Biomet Robotics (formerly, Medtech Surgical Inc.), a manufacturer of musculoskeletal products, serving most recently as the Commercial Vice President of Americas for the ROSA[®] Robotics Platform and Zimmer Biomet mymobility[™]. In that role, Mr. Shaw’s responsibilities included managing new strategic business units and building new corporate training organization for business units. From February 2014 to July 2014, Mr. Shaw was a regional sales director for Salesforce.com, a cloud-based software-as-a-service company, where he managed the Central Region Small Business Team.

Pursuant to his Offer Letter, Mr. Shaw’s annual base salary will be \$275,000, subject to change as determined by the Board of Directors, and Mr. Shaw will be eligible to receive an annual bonus, with an initial target bonus amount of \$225,000, based on his performance against Company milestones, pro-rated with respect to 2019 based on the period of time he provides services to the Company in the year. In addition, the Company has agreed to recommend to the Compensation Committee of the Board of Directors (the “Compensation Committee”) that Mr. Shaw be granted an option to purchase 480,000 shares of the Company’s common stock, the exercise price for which will be the closing price of the Company’s common stock on the Nasdaq Capital Market on the date of grant. The option is to become exercisable over a four-year period, with 120,000 shares becoming exercisable on the first anniversary of the Start Date, and with the remaining shares becoming exercisable in 36 equal monthly instalments thereafter. In addition, the Company has agreed pursuant to the Offer Letter grant a performance stock unit to Mr. Shaw in 2020 on terms and conditions to be determined by the Compensation Committee, which will be consistent with terms applicable to any performance stock unit awards provided in 2020 to the other senior executives of the Company.

Mr. Shaw will be entitled to receive perquisites and other fringe benefits that may be provided to, and will be eligible to participate in any other bonus or incentive program established by the Company for the Company’s executives. Mr. Shaw and his dependents will also be entitled to participate in any of the Company’s employee benefit plans subject to the same terms and conditions applicable to other employees of his level within the Company. Mr. Shaw will be entitled to be reimbursed for all reasonable travel, entertainment and other expenses incurred by him for the purpose of conducting the Company’s business, in accordance with Company policy.

If Mr. Shaw is terminated by the Company without cause prior to the first anniversary of the Start Date, the Company has agreed that Mr. Shaw will receive continued payment of his base salary for six months as severance in a cash lump sum. If Mr. Shaw is terminated by the Company without cause on or after the first anniversary of the Start Date, the Company has agreed that Mr. Shaw will receive continued payment of his base salary for nine months as severance in a cash lump sum. The Company has also agreed to pay Mr. Shaw’s COBRA premiums equivalent to the employer contribution cost of his continued participation in the Company’s group health, dental, and vision insurance plan (“COBRA Benefits”) for the duration of the applicable severance period based on the service year in which he was terminated. Such severance benefits will be subject to execution, delivery and non-revocation by Mr. Shaw of a general release of claims.

If there is a change of control during Mr. Shaw’s employment, and if he is terminated without cause within one-year following that change of control, subject to execution, delivery and non-revocation by Mr. Shaw of a general release of claims, the Company has agreed to provide Mr. Shaw with (a) continued payment of base salary for nine months in a cash lump sum; (b) the target bonus amount prorated for the nine month severance period; (c) COBRA Benefits; and (d) acceleration of all unvested options.

There are no arrangements or understandings with any person pursuant to which Mr. Shaw was selected as an officer of the Company pursuant to Item 401(b) of Regulation S-K under the Securities Exchange Act of 1934, as amended. No “family relationship,” as that term is defined in Item 401(d) of Regulation S-K, exists among Mr. Shaw, on the one hand, and any of the Company’s directors or executive officers, on the other hand. There have been no transactions involving Mr. Shaw that would be required to be disclosed pursuant to Item 404(a) of Regulation S-K.

On May 6, 2019, the Company issued a press release announcing the appointment of Mr. Shaw as the Company’s new Chief Commercial Officer. A copy of this press release is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Item 8.01 Other Events.

On May 3, 2019, the Company issued a press release announcing that Kindred Hospital Rehabilitation Services (“Kindred”), a division of Kindred Healthcare, has expanded their pilot program of the Company’s EksoGT exoskeleton product to offer advanced stroke rehabilitation at over 20 freestanding in-patient Kindred rehabilitation hospitals in 13 states, a majority of Kindred’s sites. On May 6, 2019, the Company issued a press release announcing that the National University Health System in Singapore has adopted three EksoGT exoskeletons for a clinical study focusing on patients suffering from stroke and spinal cord injuries, especially for the elderly. A copy of these press releases are filed as Exhibit 99.2 and Exhibit 99.3 to this Current Report on Form 8-K, respectively.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1* [Bill Shaw Offer Letter dated April 2, 2019](#)

99.1 [Press Release dated May 6, 2019 \(regarding William Shaw’s appointment\)](#)

99.2 [Press Release dated May 3, 2019 \(regarding Kindred\)](#)

99.3 [Press Release dated May 6, 2019 \(regarding the National University Health System in Singapore\)](#)

* Management contract

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/ Jack Peurach
Name: Jack Peurach
Title: President and Chief Executive Officer

Dated: May 6, 2019



1414 Harbour Way S
Suite 1201
Richmond, CA 94804
Office: 510-984-1761x446
Fax: 510-550-3684
hr@eksobionics.com

April 2, 2019

Bill Shaw
3827 Sunburst Ln
Naperville, IL 60564

Offer of Employment by Ekso Bionics, Inc.

Dear Bill,

I am pleased to confirm our offer to you of employment with Ekso Bionics, Inc. (the "**Company**"). You will report to Jack Peurach, CEO in the position of Chief Commercial Officer. The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Starting Salary.** Your starting salary will be Two hundred seventy-five thousand dollars (\$275,000.00) per year and will be subject to review from time to time by the Company to determine whether, in the Company's judgment, your base rate should be changed. This position is exempt from paid overtime as required by state and federal law, and therefore there is no overtime pay. Base salary is paid in accordance with the Company's normal payroll procedures and is subject to applicable withholding required by law.

2. **Bonus.** You will be eligible to participate in our annual Short Term Incentive (STI) program which you will be awarded a percentage of your base salary based on your performance against company milestones. The bonus year is the Company's calendar year, and your target annual bonus is \$225,000. For calendar year 2019, your bonus will be pro-rated based on the period of time you start your employment with the Company to the end of the calendar year, and your 2019 bonus will be guaranteed.

3. **Benefits.** In addition, you will be eligible to participate in regular health insurance, bonus and other employee benefit plans established by the Company for its employees from time to time. A summary of the benefits currently offered is attached to this letter as Appendix A. The Company reserves the right to change or otherwise modify, in its sole discretion, the preceding terms of employment.

4. **Termination without Cause.** Subject to your execution, delivery and non-revocation of the Company's standard general release of claims within 45 days following your termination date (and non-revocation thereof within 7 days thereafter), in the event of termination without Cause you will receive (a) (i) 6 months' severance in a cash lump sum if the termination without Cause occurs during the first year of employment or (ii) 9 months' severance in a cash lump sum if the termination without Cause occurs during or after the second year of employment; such severance shall, in each case, be paid within 60 days following the date of your termination without Cause (provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and such 60 day period spans 2 calendar years, any payment of such amounts shall be made or commence, as applicable, in the second calendar year) and (b) Company-paid COBRA premiums equivalent to the employer contribution cost of your continued participation in the Company's group health, dental, and vision insurance plan for the duration of your severance period based on the service year in which you were terminated; provided, that if at any time the Company determines that such payments would result in a violation of the nondiscrimination rules of Section 105(h)(2) of the Code, or any statute or regulation of similar effect (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act), then in lieu of providing such payment, the Company will instead pay a fully taxable monthly cash payment, with such monthly payment being made on the last day of each month for the remainder of the severance period (collectively, the "**COBRA Benefit**"). For purposes of this letter "Cause" means, in the determination of the Company, your dishonesty, fraud, material insubordination, moral turpitude, willful misconduct, or refusal to perform your duties or responsibilities for any reason other than illness or incapacity.

5. **Change of Control.** If there is a Change of Control (as defined in our Amended and Restated 2014 Equity Incentive Plan (the "***Plan***")) during your employment, and if you are terminated without Cause within one-year following that Change of Control, subject to your execution, delivery and non-revocation of the Company's standard general release of claims within 45 days following your termination date (and non- revocation thereof within 7 days thereafter), the Company or successor will pay you (a) 9 months of salary and a target bonus amount prorated through the 9 month severance period in a cash lump sum within 60 days following the date of your termination without Cause (provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code and such 60 day period spans two calendar years, any payment of such amounts shall be made or commence, as applicable, in the second calendar year), (b) the COBRA Benefit, and (c) acceleration of all unvested options.

6. **Confidentiality.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Employee Invention Assignment and Confidentiality Agreement" as a condition of your employment. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company.

7. **No Breach of Obligations to Prior Employers.** You represent that your signing of this offer letter, agreement(s) concerning stock options granted to you, if any, under the Plan (as defined below) and the Company's Employee Invention Assignment and Confidentiality Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

8. **Equity Award**

Stock Options. We will recommend to the Board of Directors of the Company that you be granted the opportunity to purchase up to approximately Four hundred and eighty thousand (480,000) shares of Common Stock of the Company at the fair market value of the Company's Common Stock, as determined by the Board of Directors on the date the Board approves such grant (the "***Option***"). The shares you will be given the opportunity to purchase will vest at the rate of one fourth (1/4) (rounded to the nearest whole share) of the Shares subject to this Option, at the end of your first anniversary with the Company, and an additional one forty-eighth (1/48) of the Shares subject to the Option (rounded to the nearest whole share) per month thereafter, so long as you remain employed by the Company. However, the grant of such options by the Company is subject to the Board's approval and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company. Further details on the option grant to you will be provided upon approval of such grant by the Company's Board of Directors.

Future Equity Awards. As further consideration, we will also commit to grant you an additional PSU grant during fiscal year 2020. The exact size including any PSU payout range for performance on chosen performance metrics and other terms of fiscal year 2020 awards will be determined by our Board or the Compensation Committee in good faith and be consistent with terms applicable to any PSU awards provided in fiscal year 2020 to other senior executives of the Company generally. Thereafter, Executive will be eligible for such equity awards as the Board or Compensation Committee determines in its discretion and in accordance with Company practices from time to time.

9. **At Will Employment.** While we look forward to a long and profitable relationship, should you decide to accept our offer, you will be an at-will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any stock option or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Chief Executive Officer of the Company.

10. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.

11. **Reference and Background Checks.** This offer is contingent upon a satisfactory verification of criminal, education, driving and/or employment background. This offer can be rescinded based upon data received in the verification.

12. **Entire Agreement.** This offer, once accepted, constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

13. **Acceptance.** This offer will remain open until Thursday, April 11, 2019. If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to the Company.

Sincerely,

/s/ Jack Peurach

Jack Peurach, CEO

I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

/s/ Bill Shaw

Date signed: 4/17/2019

Bill Shaw

Start Date: Your first day of employment will be: May 6, 2019



1414 Harbour Way S
Suite 1201
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Office: 510-984-1761x446
Fax: 510-550-3684
hr@eksobionics.com

SCHEDULE A
BENEFITS SUMMARY (US)

Benefits: You will be eligible to participate in any employee benefit plans or programs maintained or established by the Company, including but not limited to personal time off days and paid holidays to the same extent as other employees at your level within the Company, subject to the generally applicable terms and conditions of the plan or program in question and the determination of any committee administering such plan or program.

The Company reserves the right to change or otherwise modify, in its sole discretion, the benefits offered to its employees at any time.

Reimbursements: You will be reimbursed on a regular basis for reasonable, necessary and properly documented business and travel expenses incurred for the purpose of conducting the Company's business, in accordance with Company policy.

Medical: Employee health benefits are effective the first day of the month following the first day of employment. The company contributes \$450.00 per month towards employee participation in Company sponsored medical plans. All employees of the Company have the option to enroll in Anthem Blue Cross or Kaiser Permanente. You may select the health plan of your choice and the benefits that are right for you and your family from Anthem Blue Cross or Kaiser. Outside of California employees may choose PPO health plans from Anthem Blue Cross. Dependents may be enrolled at group rates.

Dental: A comprehensive dental plan is offered through Guardian. The Company contributes 100% of the premium for employees. Dependents may be enrolled at group rates. This benefit is available on the 1st of the month following start date. You may seek dental treatment from any licensed dentist across the country. If you wish to receive additional discounts, you may access an extensive network of dentists.

Vision: A vision plan is offered through Guardian Vision Service Plan (VSP). It is a fully comprehensive vision plan that allows you and your dependents to get an eye exam and lenses once every 12 months and frames once every 24 months. Dependents may be enrolled at group rates.

Short and Long Term Disability Insurance: All full-time employees are provided with a short-term disability plan that begins paying benefits in combination with a State Disability program, if applicable, after an elimination period of 7 days.

Life Insurance: All full-time employees are provided with a flat \$50,000 life insurance benefit with Accidental Death and Dismemberment (AD&D).

*Please consult official plan summaries for the specific details of each health related plan.

401K Plan: A 401K retirement plan is offered for US based employees. The Company will match your contribution at 50% with stock. Is entirely discretionary and the Company reserves in its absolute discretion the right to terminate or amend it any time. Employee contributions are collected by payroll deduction or as otherwise determined by the Company 401K administrator. Employees are responsible for selecting their own investment funds.

Personal Time Off (PTO): All regular full time US employees are eligible to accrue PTO at an increasing rate with additional years of service based on a two-category “Years of Service” schedule. Part-time regular employees accrue PTO on a prorated basis based on the number of hours they are regularly assigned to perform.

Year(s) of Service	Months of Employment	Annual Accrued PTO (Days)	Annual Accrued PTO (Hours)	PTO Hours Accrued per Paycheck (per Month)	Maximum* Balance (Hours)
0 -2	0-24	18	144	6 (12)	300
2 +	25+	24	192	8 (16)	300

PTO time must be scheduled and approved in advance by your supervisor. Ekso Bionics’ employees may accrue PTO to a maximum of 300 hours (38 days). Once an employee has reached the maximum accrual balance, further PTO accrual will cease until the employee has taken time off reducing the employee’s balance below the Maximum*.

Holidays: Ekso Bionics observes eleven (12) holidays per year, typically the following:

- ❖ New Year’s Day
- ❖ President’s Day
- ❖ Memorial Day
- ❖ Independence Day (4th of July)
- ❖ Labor Day
- ❖ Thanksgiving Day
- ❖ Friday after Thanksgiving Day
- ❖ Christmas Day
- ❖ Extended Winter Break (typically 4 days)

Part-time regular employees receive holiday pay on a prorated basis based on the number of hours they are regularly assigned to perform.



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SCHEDULE B

MAJOR RESPONSIBILITIES

Your primary responsibilities will be those normally associated with the position of Chief Commercial Officer including but not limited to:

- Responsibility for all medical sales activities within the US and EMEA
- Lead/build/deploy a sales organization including hiring a team of highly sophisticated medical device sales representatives. Develop and implement sales policies, procedures and programs.
- Work closely with the executive management team and other resources to develop effective sales strategies to drive adoption of the Company's technology.
- Execute on the sales plan that results in successfully achieving annual sales goals.
- Develop and execute business-planning responsibilities to include sales projections/forecasting, distribution strategies, pricing strategies, training/education, marketing objectives, promotional strategies, new product introductions, product positioning, and trade shows.
- Collaborate with Business Development regarding partnering opportunities, leveraging the ability to utilize partners to further the Company's sales objectives.
- Create and monitor sales metrics – financial and non-financial, organizational, and individual – to better understand the business.
- Communicate the value proposition of the Company's technology to key stakeholders in the clinical community to drive clinical adoption of the Company's products.
- Develop and execute the sales strategy that will communicate the Company's value proposition to the hospital and rehab center C-suite.
- Prepare annual sales expense budget, manage sales department operations and promotions budget through effective, cost-conscious efforts and appropriate guidance to field sales staff.
- Travel extensively to the regions and territories to work closely with sales managers, salespeople, physicians, therapists, rehab centers and hospitals.
- Develop and maintain a close rapport with key opinion leaders within the physician community.
- Design and establish innovative and motivating sales compensation programs that drive the appropriate behaviors and recognize top performance through commission and bonus compensation.
- Participate in product development planning and evaluation of new business opportunities, working to identify potential opportunities that would expand or enhance product utilization, leading to broad clinical acceptance and adoption.

as well as such other duties as your supervisor may from time to time assign to you. Please see job description attached. The Company requires that you perform your assigned duties to the best of your ability and faithfully observe your obligations to the Company. From time to time, the Company may impose additional or more specific work rules for you.



Ekso Bionics Announces Appointment of Bill Shaw as Chief Commercial Officer

RICHMOND, Calif., May 6, 2019 - Ekso Bionics Holdings, Inc. (Nasdaq: EKSO) (the "Company"), an industry leader in exoskeleton technology for medical and industrial use, today announced the appointment of Bill Shaw as Chief Commercial Officer, with a start date of May 6, 2019. Mr. Shaw will be responsible for overseeing Ekso Bionics' global commercialization strategy and will focus on accelerating adoption of the Company's medical technologies.

Mr. Shaw brings more than 15 years of medical device sales and leadership experience to Ekso Bionics. Most recently, Mr. Shaw served as Global Vice President of Robotic Surgery at Zimmer Biomet. His previous experience includes sales and leadership positions at Fortune 500 companies such as Johnson & Johnson, Intuitive Surgical and Salesforce.com, as well as several MedTech startups. In these roles, Mr. Shaw demonstrated increasing levels of management and strategic influence. Mr. Shaw graduated from The Ohio State University with a Bachelor of Science.

Jack Peurach, Ekso Bionics' Chief Executive Officer, commented, "We are excited to welcome Bill as our new Chief Commercial Officer. His leadership roles and experience in the global robotics industry, supported by a history of sales expertise in various segments of the MedTech industry, make him an ideal fit to drive Ekso Bionics' commercial strategy, which is gaining traction throughout our target markets. We believe that our value proposition is resonating with our customers, and we look forward to leveraging Bill's industry knowledge and executional capabilities to grow and meet market demand for our innovative products and to drive value for all of Ekso Bionics' stakeholders."

Mr. Shaw stated, "I am thrilled to be joining Ekso Bionics to lead the commercial efforts in both existing and new markets. Within the healthcare vertical, seeing the clinical benefits of the technology and hearing the success stories from customers validates our focus on changing the standard of care. I see multiple opportunities to accelerate Ekso Bionics' revenue growth and profitability and look forward to working as part of the leadership team to continue to drive the traction of our innovation exoskeleton technologies and realize the commercial value."

About Ekso Bionics®

Ekso Bionics® is a leading developer of exoskeleton solutions that amplify human potential by supporting or enhancing strength, endurance, and mobility across medical and industrial applications. Founded in 2005, the Company continues to build upon its unparalleled expertise to design some of the most cutting-edge, innovative wearable robots available on the market. Ekso Bionics is the only exoskeleton company to offer technologies that range from helping those with paralysis to stand up and walk, to enhancing human capabilities on job sites across the globe. The Company is headquartered in the Bay Area and is listed on the Nasdaq Capital Market under the symbol EKSO. For more information, visit: www.eksobionics.com.



Forward-Looking Statements

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements. Forward-looking statements may include, without limitation, statements regarding (i) the plans, objectives and expectations of management for future operations, including plans, objectives and expectations relating to the design, development and commercialization of human exoskeletons, (ii) estimates or projection of financial results, financial condition, capital expenditures, capital structure or other financial items, (iii) the Company's future financial performance and (iv) the assumptions underlying or relating to any statement described in points (i), (ii) or (iii) above. Such forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon the Company's current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which the Company has no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, the Company's inability to obtain adequate financing to fund the Company's operations and necessary to develop or enhance our technology, the significant length of time and resources associated with the development of the Company's products, the Company's failure to achieve broad market acceptance of the Company's products, the failure of our sales and marketing organization or partners to market our products effectively, adverse results in future clinical studies of the Company's medical device products, the failure to obtain or maintain patent protection for the Company's technology, failure to obtain or maintain regulatory approval to market the Company's medical devices, lack of product diversification, existing or increased competition, regulatory intervention resulting in the inability of the Company to execute its strategic plans and the Company's failure to implement the Company's business plans or strategies. These and other factors are identified and described in more detail in the Company's filings with the SEC. To learn more about Ekso Bionics please visit us at www.eksobionics.com. The Company does not undertake to update these forward-looking statements.

Investor Contact:

David Carey
Lazar Partners Ltd.
212-867-1768
dcarey@lazarpartners.com

Media Contact:

Glenn Silver
Lazar Partners Ltd.
646-871-8485
gsilver@lazarpartners.com



Kindred Hospital Rehabilitation Services Expands Pilot of Ekso Bionics® EksoGT Exoskeleton to Enhance Stroke Rehabilitation Offering

RICHMOND, Calif., May 3, 2019 – Ekso Bionics Holdings, Inc. (NASDAQ: EKSO), an industry leader in exoskeleton technology for medical and industrial use, today announced that Kindred Hospital Rehabilitation Services ("Kindred"), a division of Kindred Healthcare, has expanded their pilot of the EksoGT exoskeleton to offer advanced stroke rehabilitation at the majority of their sites - over 20 freestanding inpatient Kindred rehabilitation hospitals in 13 states.

The pilot began over a year ago and has since been expanded to the majority of their sites, making Kindred Ekso Bionics' largest partner offering EksoGT at the most locations within a single network. Kindred aims to improve patient outcomes with the EksoGT by mobilizing patients earlier, more frequently, and with a greater number of high intensity steps during their rehab sessions.

"It is our mission to provide greater access to advanced rehabilitation, and we are excited to incorporate the EksoGT into our offering at most of our inpatient rehabilitation hospitals," said Russ Bailey, COO/Senior Vice President of Operations at Kindred. "We believe having access to leading technology can improve patient outcomes, as well as increase their morale during the process. A win-win for our patients."

EksoGT is the most widely used exoskeleton device in rehabilitation, designed to help patients get back on their feet by supporting re-learning of correct step patterns, weight shifting, and potentially mitigating compensatory behaviors, enabling patients to mobilize earlier and restore independence. It is the only exoskeleton with SmartAssist software which provide adaptive amounts of power to either side of a patient's body, especially beneficial for stroke patients.

"Innovative customers like Kindred are in a position to advance stroke rehabilitation by equipping their clinicians with EksoGT," said Jack Peurach, CEO and President of Ekso Bionics. "With locations throughout the country, Kindred is able to improve more patients' lives and is leading the way in changing the standard of care."

To find a Kindred location with EksoGT near you, visit www.eksobionics.com/centers or www.kindredhealthcare.com.

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About Kindred Healthcare

Kindred Hospital Rehabilitation Services is part of Kindred Healthcare, LLC, a healthcare services company based in Louisville, Kentucky with annual revenues of approximately \$3.3 billion. At December 31, 2018, Kindred through its subsidiaries had approximately 35,700 employees providing healthcare services in 1,789 locations in 45 states, including 74 long-term acute care hospitals, 22 inpatient rehabilitation hospitals, 11 sub-acute units, 96 inpatient rehabilitation units (hospital-based) and contract rehabilitation service businesses which served 1,586 non-affiliated sites of service. Ranked as one of Fortune Magazine's Most Admired Healthcare Companies for nine years, Kindred's mission is to help our patients reach their highest potential for health and healing with intensive medical and rehabilitative care through a compassionate patient experience. For more information, go to www.kindredhealthcare.com. You can also follow us on [Twitter](https://twitter.com/KindredHealthcare) and [Facebook](https://www.facebook.com/KindredHealthcare).



About EksoGT

EksoGT is the first exoskeleton cleared by the FDA for use with stroke and spinal cord injuries from L5 to C7. In Europe, the CE-Mark cleared EksoGT allows us to work with patients impacted by all neurological conditions and lower limb weakness. The EksoGT with SmartAssist software is the only exoskeleton available for rehabilitation institutions that can provide adaptive amounts of power to either side of a patient's body, challenging the patient as they progress through their continuum of care. The suit's patented technology provides the ability to mobilize patients earlier, more frequently, and with a greater number of high intensity steps. To date, this device has helped patients take 100 million steps in over 260 rehabilitation institutions around the world.

About Ekso Bionics®

Ekso Bionics® is a leading developer of exoskeleton solutions that amplify human potential by supporting or enhancing strength, endurance and mobility across medical and industrial applications. Founded in 2005, the company continues to build upon its unparalleled expertise to design some of the most cutting-edge, innovative wearable robots available on the market. Ekso Bionics is the only exoskeleton company to offer technologies that range from helping those with paralysis to stand up and walk, to enhancing human capabilities on job sites across the globe. The company is headquartered in the Bay Area and is listed on the Nasdaq Capital Market under the symbol EKSO. For more information, visit: www.eksobionics.com.

Forward-Looking Statements

Any statements contained in this press release that do not describe historical facts may constitute forward-looking statements. Forward-looking statements may include, without limitation, statements regarding (i) the plans and objectives of management for future operations, including plans or objectives relating to the design, development and commercialization of human exoskeletons, (ii) estimates or projection of financial results, financial condition, capital expenditures, capital structure or other financial items, (iii) the Company's future financial performance and (iv) the assumptions underlying or relating to any statement described in points (i), (ii) or (iii) above. Such forward-looking statements are not meant to predict or guarantee actual results, performance, events or circumstances and may not be realized because they are based upon the Company's current projections, plans, objectives, beliefs, expectations, estimates and assumptions and are subject to a number of risks and uncertainties and other influences, many of which the Company has no control over. Actual results and the timing of certain events and circumstances may differ materially from those described by the forward-looking statements as a result of these risks and uncertainties. Factors that may influence or contribute to the inaccuracy of the forward-looking statements or cause actual results to differ materially from expected or desired results may include, without limitation, the Company's inability to obtain adequate financing to fund the Company's operations and necessary to develop or enhance our technology, the significant length of time and resources associated with the development of the Company's products, the Company's failure to achieve broad market acceptance of the Company's products, the failure of our sales and marketing organization or partners to market our products effectively, adverse results in future clinical studies of the Company's medical device products, the failure to obtain or maintain patent protection for the Company's technology, failure to obtain or maintain regulatory approval to market the Company's medical devices, lack of product diversification, existing or increased competition, and the Company's failure to implement the Company's business plans or strategies. These and other factors are identified and described in more detail in the Company's filings with the SEC. To learn more about Ekso Bionics please visit us at www.eksobionics.com. The Company does not undertake to update these forward-looking statements.



Media Contact:

Glenn Silver

646-871-8485

eksobionics@lazarpartners.com

Investor Contact:

David Carey

212-867-1768

investors@eksobionics.com



Ekso Bionics®' EksoGT Exoskeleton Adopted in Singapore for Groundbreaking Clinical Study

Richmond, CA- May 6, 2019 – Ekso Bionics Holdings, Inc. (NASDAQ: EKSO), an industry leader in exoskeleton technology for medical and industrial use, today announced that the National University Health System (NUHS) in Singapore has adopted three EksoGT exoskeletons for a groundbreaking clinical study. NUHS is one of the first national health systems in Asia to study how advanced exoskeleton technology can improve mobility and rehabilitation outcomes, and the first to study it across the entire continuum of care.

The Improving Mobility via Exoskeletons (iMOVE) program, supported by Temasek Foundation and Trailblazer Foundation Limited, will study patient outcomes and assess the viability and potential for scaling-up the use of robotic exoskeletons across the continuum of rehabilitation care from hospital to community. The study will focus on patients suffering from stroke and spinal cord injuries, especially for the elderly. The three EksoGT devices will be used at multiple NUHS partner sites including Alexandra Hospital, NTUC Health, St Luke's Eldercare, St Luke's Hospital, and Stroke Support Station.

The iMOVE program was inaugurated today by Mr. Chan Heng Kee, Permanent Secretary of Ministry of Health, together with Professor John Wong Eu Li, Chief Executive of National University Hospital System and Mr. Richard Magnus, Chairman of Temasek Foundation.

"We are delighted to be part of a program that will facilitate greater treatment accessibility in Singapore. Globally 15 million people suffer from a stroke every year; Asia is more than half the world's population with a rapidly aging population in many countries. With aging, mobility becomes a big challenge. The core mission of Ekso is to help people re-learn how to stand and walk after a stroke or spinal cord injury. We want the EksoGT systems to be widely accessible to people who never thought they could walk or stand up again," commented Ms. Lim Chwee Foon, President, Asia Pacific, Ekso Bionics. "This will serve as a solid platform for our growth in Asia."

With Ekso Bionics' recent expansion plan in Asia Pacific, EksoGTs are now deployed in Singapore, Hong Kong, and Australia. To date, EksoGT has helped patients take more than 100 million steps in over 260 rehabilitation institutions around the world.

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Media Contacts:

US:

Glenn Silver
646-871-8485
eksobionics@lazarpartners.com

APAC:

Luiza Lim
Flame Communications
Email: luiza@flamecomms.com
Tel: (65) 6259 3193

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David Carey
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investors@eksobionics.com
