

**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**

August 17, 2023  
Date of Report (date of earliest event reported)

**Ekso Bionics Holdings, Inc.**  
**(Exact name of registrant as specified in its charter)**

Nevada (State or other jurisdiction of incorporation or organization)	001-37854 (Commission File Number)	99-0367049 (I.R.S. Employer Identification No.)
101 Glacier Point, Suite A (Address of Principal Executive Offices)	San Rafael California	94901 (Zip Code)

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

**Not Applicable**  
(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))

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

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

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.

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**Item 1.01 Entry Into A Material Definitive Agreement.**

On August 17, 2023, Ekso Bionics Holdings, Inc. (the “Company”), Ekso Bionics, Inc., the Company’s wholly owned subsidiary (“Ekso Bionics” and, together with the Company, the “Borrower”) and Pacific Western Bank (the “Lender”), entered into the Fifth Amendment to Loan and Security Agreement (the “Amendment”). Unless otherwise indicated, the terms used below have the meanings ascribed in the Amendment.

The Amendment amends that certain Loan and Security Agreement dated as of August 13, 2020, by and between the Borrower and the Lender to, among other things, (i) have daily borrowings under the Term Loan bear interest at a variable annual rate equal to the greater of (A) the Lender’s “prime rate” then in effect and (B) 4.50%, (ii) cause the Borrower to maintain all of its depository, operating, and investment accounts with Lender and (iii) extend the Term Loan Maturity Date to August 13, 2026.

This description of the Amendment is only a summary thereof and is qualified in its entirety by reference to the copy of the Amendment, which is filed as Exhibit 10.1 to this current report on Form 8-K and incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information included in Item 1.01 above is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
<a href="#">10.1</a>	<a href="#">Fifth Amendment to Loan and Security Agreement, dated as of August 17, 2023 by and among Ekso Bionics Holdings, Inc. and Pacific Western Bank</a>
<a href="#">104</a>	<a href="#">Cover Page Interactive Data File (embedded within the Inline XBRL document)</a>

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**SIGNATURE**

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

**EKSO BIONICS HOLDINGS, INC.**

By: /s/ Jerome Wong  
Name: Jerome Wong  
Title: Chief Financial Officer

Dated: August 18, 2023

**FIFTH AMENDMENT  
TO  
LOAN AND SECURITY AGREEMENT**

This Fifth Amendment to Loan and Security Agreement (the "**Amendment**"), is entered into as of August 17, 2023, by and among PACIFIC WESTERN BANK, a California state-chartered bank (the "**Bank**"), EKSO BIONICS, INC., and EKSO BIONICS HOLDINGS, INC. (individually and collectively referred to as "**Borrower**").

**RECITALS**

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of August 17, 2020 (as amended from time to time, the "**Agreement**"). The parties desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1) Section 2.3(a)(i) of the Agreement is hereby amended and restated as follows:

**(i) Term Loan.** Except as set forth in Section 2.3(b), the Term Loan shall bear interest, on the outstanding daily balance thereof, at a variable annual rate equal to the greater of: (A) the Prime Rate then in effect; or (B) 4.50%.

2) Section 6.6 of the Agreement is hereby amended and restated as follows:

**6.6 Primary Depository.** Beginning on the date occurring 30 days after the Fifth Amendment Date and continuing at all times thereafter, Borrower shall maintain, and shall cause all of its Subsidiaries to maintain, all depository, operating, and investment accounts with Bank. On or before the date occurring 30 days after the Fifth Amendment Date, Borrower shall deliver evidence satisfactory to Bank that Borrower has closed its account(s) at JPMorgan Chase. Notwithstanding the foregoing, Borrower's Subsidiaries domiciled outside the United States may maintain up to an aggregate of \$1,000,000 (or its USD equivalent) in accounts outside of Bank.

3) The following definition is hereby added (in alphabetical order) to Exhibit A to the Agreement, as follows:

"Fifth Amendment Date" means August 17, 2023.

4) The following term and its definition are hereby amended and restated in Exhibit A to the Agreement, as follows:

"Term Loan Maturity Date" means August 13, 2026.

5) No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Bank's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

6) Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower

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ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the Agreement.

- 7) Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
- 8) This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Amendment. Executed copies of this Amendment or the signature pages of this Amendment sent by facsimile or transmitted electronically in Portable Document Format ("PDF") or any similar format, or transmitted electronically by digital image, DocuSign, or other means of electronic transmission, shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be. As used herein, "Electronic Signatures" means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.
- 9) As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:
  - a) this Amendment, duly executed by Borrower;
  - b) an officer's certificate of Borrower with respect to incumbency and resolutions authorizing the execution and delivery of this Amendment;
  - c) payment of a \$2,000 facility fee, which may be debited from any of Borrower's accounts at Bank;
  - d) payment of all Bank Expenses, including Bank's expenses for the documentation of this amendment and any related documents, and any UCC, good standing or intellectual property search or filing fees, which may be debited from any of Borrower's accounts; and
  - e) such other documents and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

*[Signatures appear on the following page.]*

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

EKSO BIONICS, INC.

PACIFIC WESTERN BANK

By: /s/ Jerome Wong  
Name: Jerome Wong  
Title: CFO & Corporate Secretary

By: /s/ Steve Kent  
Name: Steve Kent  
Title: Vice President

EKSO BIONICS HOLDINGS, INC.

By: /s/ Jerome Wong  
Name: Jerome Wong  
Title: CFO & Corporate Secretary