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 30, 2022

MEDAVAIL HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-36533**	**90-0772394**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

6665 Millcreek Dr. Unit 1,
Mississauga ON Canada
L5N 5M4
(Address of principal executive offices)

+1 (905) 812-0023
(Registrant's telephone number, including area code)

N/A
(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**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	MDVL	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 Material Definitive Agreement.

On March 30, 2022, MedAvail Holdings, Inc. (the "Company") entered into a Securities Purchase Agreement (the "Purchase Agreement") with the purchasers set forth on the signature pages thereto (the "Investors"). Pursuant to the Purchase Agreement, the Company agreed to issue and sell to the Investors in a private placement (the "Private Placement"), up to 47,058,820 shares (the "Shares") of the Company's common stock, par value $0.001 per share ("Common Stock"), and to issue warrants (the "Warrants") to purchase up to 23,529,408 shares of Common Stock (the "Warrant Shares"). The Shares will be sold at a price per share of $1.0625 (the "Purchase Price") for aggregate gross proceeds of approximately $50 million following the consummation of all closings under the Purchase Agreement. The first closing of the Private Placement, pursuant to which the Company received $40 million in gross proceeds before deducting placement agent commissions and other offering expenses, occurred on April 4, 2022, following the satisfaction of customary closing conditions.

Each Investor purchasing Shares in the Private Placement will also be issued a Warrant to purchase that number of Warrant Shares equal to 50% of the number of Shares purchased under the Purchase Agreement by such Investor. The Warrants will have a per share exercise price of $1.25 and will be exercisable by the holder at any time on or after the issuance date of the Warrant for a period of five years. In addition, the Warrant terms provide the Company with a call option to force the Warrant holders to exercise up to two-thirds of the warrant shares subject to each Warrant, with one-third of the Warrant Shares being callable beginning on each of the 12 month and 24 month anniversaries of the Warrant issuance dates, in each case until the expiration of the Warrants, and subject to the satisfaction of certain pricing conditions relating to the trading of the Company's shares. If all Warrants that are sold and issued in the Private Placement following the completion of all closings are fully exercised, then the Company would receive gross proceeds of approximately $29.4 million.

The Company intends to use the net proceeds from the Private Placement and the exercise of the Warrants for general corporate purposes and to fund its strategic initiatives.

The Purchase Agreement contains customary representations, warranties and covenants made solely for the benefit of the parties to the Purchase Agreement. The Purchase Agreement is incorporated herein by reference, but only to provide information regarding the terms of the Purchase Agreement and not to provide with any other factual information regarding the Company or its business, and should be read in conjunction with the disclosures in the Company's periodic reports and other filings with the Securities and Exchange Commission (the "SEC").

Cowen and Company, LLC has acted as the placement agent for the Private Placement. Lake Street acted as financial advisor.

In connection with the Private Placement, the Company will grant registration rights to the Investors pursuant to a Registration Rights Agreement dated as of March 30, 2022 (the "Registration Rights Agreement"), pursuant to which, among other things, the Company will prepare and file with the SEC, within 60 days of any closing under the Purchase Agreement, a registration statement to register for resale the shares of Common Stock sold in the Private Placement at such closing and the shares of Common Stock issued or issuable upon exercise of the Warrants that are sold in the Private Placement at such closing.

The foregoing descriptions of the material terms of the Purchase Agreement, the Registration Rights Agreement and the Warrants are qualified in their entireties by reference to the full texts of the Purchase Agreement, the Registration Rights Agreement and the Warrants which are respectively filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Security.

Pursuant to the Private Placement described in Item 1.01 of this Current Report on Form 8-K, which description is incorporated by reference into this Item 3.02 in its entirety, the Company will sell the Shares and Warrants to "accredited investors," as that term is defined in the Securities Act of 1933, as amended (the "Securities Act"), and will be issued pursuant to an exemption from registration under Rule 506 of Regulation D, which is promulgated under the Securities Act. The Company relied on this exemption from registration based in part on representations made by the Investors. The Investors represented that they are acquiring the Shares and Warrants for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. Accordingly, the Shares and Warrants have not been registered under the Securities Act and such securities may not be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws.

Neither this Current Report on Form 8-K nor any exhibit attached hereto is an offer to sell or the solicitation of an offer to buy shares of Common Stock or other securities of the Company.

Item 7.01 Regulation FD Disclosure.

Attached as Exhibit 99.1 to this Current Report on Form 8-K is an investor presentation that the Company may use in presentations to investors from time to time.

The investor presentation attached as Exhibit 99.1 to this Report includes "safe harbor" language pursuant to the Private Securities Litigation Reform Act of 1995, as amended, indicating that certain statements contained in the slide presentation are "forward looking" rather than historical.

The information included in this Item 7.01 and in Exhibit 99.1 shall not be deemed filed for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that Section or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing. The Company undertakes no duty or obligation to update or revise information included in this Report or in any of the Exhibit.

Item 8.01 Other Events.

Press Release

On March 31, 2022, the Company issued a press release announcing the Private Placement. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.2 and is incorporated by reference herein.

On April 4, 2022, the Company issued a press release announcing the first closing of the Private Placement. A copy of the press release is attached to this Current Report on Form 8-K as Exhibit 99.3 and is incorporated by reference herein.

Item 9.01 Financial Statement and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Securities Purchase Agreement, dated as of March 30, 2022.
10.2	Registration Rights Agreement, dated as of March 30, 2022.
10.3	Form of Warrant
99.1	MedAvail Holdings, Inc. Investor Presentation
99.2	Press Release of MedAvail Holdings, Inc., dated as of March 31, 2022.
99.3	Press Release of MedAvail Holdings, Inc., dated as of April 4, 2022.

SIGNATURES

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.

MEDAVAIL HOLDINGS, INC.

Date: April 4, 2022

By: /s/ Ramona Seabaugh

Ramona Seabaugh
Chief Financial Officer

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "***Agreement***") is made and entered into as of March 30, 2022 (the "***Effective Date***") by and among MedAvail Holdings, Inc., a Delaware corporation (the "***Company***"), and the purchasers listed on the signature pages hereto (each a "***Purchaser***" and together the "***Purchasers***"). Certain terms used and not otherwise defined in the text of this Agreement are defined in SECTION 9 hereof.

RECITALS

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act, and Rule 506 of Regulation D promulgated by the United States Securities and Exchange Commission (the "***Commission***") under the Securities Act; and

WHEREAS, the Company desires to sell to the Purchasers, and the Purchasers desire to purchase from the Company, shares of common stock, par value $0.001 per share (the "***Common Stock***") at a purchase price equal to the Purchase Price (defined below), together with warrants, in substantially the form attached hereto as Exhibit A, to purchase up to that number of additional shares of Common Stock equal to fifty percent (50%) of the number of shares of Common Stock purchased by such Purchaser (rounded down to the nearest whole share) at an exercise price per share of $1.25 (the "***Warrants***"), each in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Authorization of Securities.

1.01 The Company has authorized the sale and issuance of shares of Common Stock (the "***Shares***"), the Warrants and the shares of Common Stock issuable upon exercise of the Warrants (the "***Warrant Shares***"), on the terms and subject to the conditions set forth in this Agreement. The Shares and the Warrants sold hereunder at the Closing (as defined below), shall be referred to as the "***Securities***."

SECTION 2. Sale and Purchase of the Securities.

2.01 Closings. Upon the terms and subject to the conditions herein contained, the Company agrees to sell to each Purchaser, and each Purchaser agrees, severally and not jointly, to purchase from the Company, at either a first closing (the "***First Closing***") to occur on or before April 4, 2022 (the "***First Closing Date***") or a second closing (the "***Second Closing***" and together with the First Closing, each, a "***Closing***") to occur on July 1, 2022 or promptly thereafter (the "***Second Closing Date***" and together with the First Closing Date, each, the "***Closing Date***"), that number of shares of Common Stock set forth opposite such Purchaser's name on the Schedule of Purchasers attached as Schedule I under the heading "Shares of Common Stock" for the purchase price to be paid by each Purchaser set forth opposite such Purchaser's name on the Schedule of Purchasers (registered in the name of such Purchaser or its nominee in accordance with its delivery instructions), together with corresponding Warrants exercisable for that number of Warrant Shares set forth on Schedule I under the heading "Warrant Shares".

2.02 Purchase Price; Delivery. At the Closing, each Purchaser will pay the applicable purchase price set forth opposite such Purchaser's name on the Schedule of Purchasers by wire transfer of immediately available funds in accordance with wire

instructions provided by the Company to the Purchasers on or prior to the Closing. Notwithstanding anything to the contrary set forth herein, upon request made by Purchaser to the Company, the Company shall provide Purchaser with evidence reasonably satisfactory to the Purchaser regarding its ownership of the Securities purchased at the Closing, such as (i) evidence from the Company's transfer agent showing such Purchaser's purchased Securities credited to such Purchaser's book-entry account maintained by the transfer agent on and as of the Closing Date, or (ii) a stock certificate representing such Purchaser's purchased Securities.

SECTION 3. Representations and Warranties of the Purchasers. Each Purchaser, severally and not jointly, represents and warrants to the Company and Cowen and Company, LLC ("***Cowen***") that the statements contained in this SECTION 3 are true and correct as of the Effective Date, and will be true and correct as of the Closing Date:

3.01 Validity. The execution, delivery and performance of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate, partnership, limited liability or similar actions, as applicable, on the part of such Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

3.02 Brokers. There is no broker, investment banker, financial advisor, finder or other person which has been retained by or is authorized to act on behalf of the Purchaser who might be entitled to any fee or commission for which the Company will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

3.03 Investment Representations and Warranties. The Purchaser understands and agrees that the offering and sale of the Securities has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein.

3.04 Acquisition for Own Account. The Purchaser is acquiring the Securities for its own account for investment and not with a view towards distribution in a manner which would violate the Securities Act or any applicable state or other securities laws without prejudice, however, to such Purchaser's right at all times to sell or otherwise dispose of all or any part of such Securities in compliance with applicable federal and state securities laws. Nothing contained herein shall be deemed a representation or warranty by any Purchaser to hold the Securities for any period of time. The Purchaser is not party to any agreement providing for or contemplating the distribution of any of the Securities in a manner which would violate the Securities Act or any applicable state or other securities laws.

3.05 No General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement. The purchase of the Securities has not been

solicited by or through anyone other than the Company or Cowen on behalf of the Company.

3.06 Ability to Protect Its Own Interests and Bear Economic Risks. The Purchaser has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement and is capable of evaluating the merits and risks of the investment in the Securities. The Purchaser is able to bear the economic risk of an investment in the Securities.

3.07 Accredited Investor; No Bad Actor. The Purchaser is an "accredited investor" as that term is defined in Rule 501(a) under the Securities Act. To the extent the Purchaser is a "Company Covered Person": (i) the Purchaser has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the Securities Act; and (ii) neither the Purchaser nor, to the knowledge of the Purchaser, any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members is subject to any Disqualification Events, except for Disqualification Events covered by Rule 506(d)(2)(ii)-(iii) or (d)(3) under the Securities Act.

3.08 Access to Information. The Purchaser has been given access to Company documents, records, and other information, and has had adequate opportunity to ask questions of, and receive answers from, the Company's officers, employees, agents, accountants and representatives concerning the Company's business, operations, financial condition, assets, liabilities and all other matters relevant to its investment in the Securities. Purchaser understands that an investment in the Securities bears significant risk. The Purchaser understands that Cowen has acted solely as the agent of the Company in this placement of the Securities and such Purchaser has not relied on the business or legal advice of Cowen or any of its agents, counsel or affiliates in making its investment decision hereunder, and confirms that none of such persons has made any representations or warranties to such Purchaser in connection with the transactions contemplated hereunder and hereby.

3.09 Restricted Securities. The Purchaser understands that the Securities will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a private placement under Section 4(a)(2) of the Securities Act and that under such laws and applicable regulations such Securities may be resold without registration under the Securities Act only in certain limited circumstances.

3.10 Tax Advisors. The Purchaser has had the opportunity to review with the Purchaser's own tax advisors the federal, state and local tax consequences of its purchase of the Securities set forth opposite such Purchaser's name on the Schedule of Purchasers, where applicable, and the transactions contemplated by this Agreement. The Purchaser is relying solely on the Purchaser's own determination as to tax consequences or the advice of such tax advisors and not on any statements or representations of the Company or any of its agents and understands that, except as otherwise provided herein, the Purchaser (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

3.11 Short Sales. Other than consummating the transactions contemplated hereunder, the Purchaser has not directly or indirectly, nor has any individual or entity acting on behalf of or pursuant to any understanding with the Purchaser, executed any purchases or sales, including Short Sales (as defined below), of the securities of the Company during the period commencing at the time Purchaser was first contacted by the Company or any other individual or entity representing the Company regarding the

transactions contemplated hereunder through the Effective Date. Notwithstanding the foregoing, in the case of a Purchaser that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Purchaser's assets and the portfolio managers do not communicate or share information with, and have no direct knowledge of the investment decisions made by, the portfolio managers managing other portions of such Purchaser's assets, the representation set forth above shall only apply with respect to the portion of assets manage by, the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. The Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction) except as otherwise required by applicable law or where disclosure is made to its affiliates and its and their employees, representatives, advisors or agents in connection with this transaction. Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future. For purposes of this Agreement, "Short Sales" means all "short sales" as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock). For the avoidance of doubt, nothing contained herein shall prohibit a Purchaser from engaging in (i) any purchase of securities by Purchaser, its controlled affiliates or any person or entity acting on behalf of Purchaser or any of its controlled affiliates in an open market transaction after the execution of this Agreement, (ii) any sale of securities of the Company purchased by Purchaser, its controlled affiliates or any person or entity acting on behalf of Purchaser or any of its controlled affiliates in an open market transaction after the execution of this Agreement, or (iii) ordinary course, non-speculative hedging transactions.

SECTION 4. Representations and Warranties by the Company. The Company represents and warrants to the Purchasers and Cowen that the statements contained in this SECTION 4 are true and correct as of the Effective Date, and will be true and correct as the Closing Date (other than the representations and warranties that speak as of a specific date, which shall be made as of such date), except as set forth in the SEC Reports (but excluding any disclosures of risks set forth under the heading "Risk Factors", disclosures of risks set forth in any "forward-looking statements" disclaimer or in any other statements that are similarly cautionary or predictive in nature) or in the disclosure schedules delivered by the Company to the Purchasers on the Effective Date as attached as Schedule II (the "***Disclosure Schedule***"):

4.01 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to own and operate its properties and assets, to carry on its business as presently conducted and as proposed to be conducted, to execute and deliver this Agreement, and to issue and sell the Securities listed on Schedule I under the First Closing, and subject to the approval by the Company's stockholders of the Share Increase Proposal (as defined below) and the amendment of the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue the Shares and the Warrant Shares in the Second Closing, to issue and sell the Securities listed on Schedule I under the Second Closing, and to perform its obligations pursuant to this Agreement. The Company is presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect.

4.02 Subsidiaries. The Company does not own or control, directly or indirectly, any interest in any corporation, partnership, limited liability company, association or other business entity.

4.03 Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) of the Exchange Act, and the Company has taken no action designed to terminate the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Company has not, in the previous twelve (12) months, received (i) written notice from the Nasdaq Stock Market LLC that the Company is not in compliance with the listing or maintenance requirements of the Nasdaq Stock Market LLC that would result in immediate delisting or (ii) any notification, staff delisting determination, or public reprimand letter that requires a public announcement by the Company of any noncompliance or deficiency with respect to such listing or maintenance requirements. The Company is in compliance with all listing and maintenance requirements of the Nasdaq Stock Market LLC on the date hereof.

4.04 Capitalization.

(a) As of the Effective Date, the authorized capital stock of the Company consists of 100,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock, par value $0.001 per share ("***Preferred Stock***"). As of December 31, 2021, the Company had 32,902,048 shares of Common Stock and no shares of Preferred Stock issued and outstanding. Since December 31, 2021, no shares of Common Stock or Preferred Stock have been issued by the Company other than pursuant to the exercise of an option to purchase Common Stock granted under the Stock Plans (as defined below) or as a result of vesting of a restricted stock unit under the Stock Plans. As of the Effective Date, the Common Stock and the Preferred Stock have the rights, preferences, privileges and restrictions set forth in the Amended and Restated Certificate of Incorporation of the Company (the "***Restated Certificate***").

(b) As of the Effective Date, the Company has reserved 7,952,083 shares of Common Stock for issuance to officers, directors, employees and consultants of the Company pursuant to its equity incentive plans and an employee stock purchase plan duly adopted by the Board and approved by the Company stockholders (the "***Stock Plans***"). Since December 31, 2021no shares have been issued pursuant to exercises of options granted under the Stock Plans, options to purchase 2,924,339 shares of Common Stock have been granted and options to purchase 6,575,777 shares of Common Stock are currently outstanding, and 1,376,306 shares of Common Stock remain available for issuance to officers, directors, employees and consultants pursuant to the Stock Plans.

(c) Except for the securities and rights described in Subsection 4.03(b) of this Agreement and Subsection 4.04(c) of the Disclosure Schedule, and other than the transactions contemplated by this Agreement, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of Common Stock or Preferred Stock, or any securities convertible into or exchangeable for shares of Common Stock or Preferred Stock.

(d) As of the Effective Date, the outstanding shares have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and nonassessable. The Company has reserved the Securities for issuance pursuant to this Agreement to be sold in the First Closing (and any Warrant Shares underlying Warrants issued at the First Closing) and subject to the approval by the Company's stockholders of the Share Increase Proposal and the amendment of the Company's certificate of incorporation in order to increase the authorized

number of shares of Common Stock as may be necessary to issue the Shares and the Warrant Shares in the Second Closing, will reserve the Securities for issuance pursuant to this Agreement to be sold in the Second Closing (and any Warrant Shares underlying Warrants issued at the Second Closing).

(e) As of the Effective Date, all issued and outstanding shares of the Company's Common Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable, (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities and (iii) were not issued in violation of any pre-emptive or similar rights.

(f) The Securities to be sold in the First Closing, when issued and delivered and paid for in compliance with the provisions of this Agreement, the Warrant Shares underlying the Warrants issued at the First Closing, when issued and delivered and paid for in compliance with the provisions of the applicable Warrant, and subject to the approval by the Company's stockholders of the Share Increase Proposal and the amendment of the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue the Shares and the Warrant Shares in the Second Closing, the Securities to be sold in the Second Closing, when issued and delivered and paid for in compliance with the provisions of this Agreement, and the Warrant Shares underlying the Warrants issued at the Second Closing, when issued and delivered and paid for in compliance with the provisions of the applicable Warrant, will be duly authorized, validly issued, fully paid and nonassessable and issued in compliance with all applicable state and federal laws concerning the issuance of securities. The Securities will be free of any liens or encumbrances, other than any liens or encumbrances created by or agreed to in writing by the Purchasers; provided, however, that the Securities are subject to restrictions on transfer under U.S. state and/or federal securities laws and as set forth herein.

4.05 Authorization. Subject to the approval by the Company's stockholders of the Share Increase Proposal and the amendment of the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue the Shares and the Warrant Shares in the Second Closing, all corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization, execution and delivery of this Agreement by the Company, the authorization, sale, issuance and delivery of the Securities, and the performance of all of the Company's obligations under this Agreement has been taken or will be taken prior to the First Closing or the Second Closing, as applicable. This Agreement, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors, (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity, and (iii) to the extent the indemnification provisions contained in this Agreement may further be limited by applicable laws and principles of public policy.

4.06 Bad Actor. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "***Disqualification Event***") is applicable to the Company or, to the Company's Knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

4.07 Financial Statements. The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance

with United States generally accepted accounting principles ("***GAAP***"), applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial condition of the Company as of and for the dates thereof and its results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

4.08 Changes. Since the date of the latest audited financial statements included within the SEC Reports, except as specifically disclosed in a subsequent SEC Report filed prior to the date hereof:

(a) there has been no event, occurrence or development that has had or that could reasonably be expected to have a Material Adverse Effect;

(b) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission;

(c) the Company has not altered its method of accounting or changed its principal registered public accounting firm;

(d) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock;

(e) there has not been any material damage, destruction or loss, whether or not covered by insurance, to any assets or properties of the Company;

(f) there has not been any waiver, not in the ordinary course of business, by the Company of a material right or of a material debt owed to it;

(g) there has not been any satisfaction or discharge of a material lien, claim or encumbrance or payment of any obligation by the Company, except in the ordinary course of business;

(h) other than the contemplated amendment to the Company's certificate of incorporation pursuant to the Share Increase Proposal following approval by the Company's stockholders, there has not been any change or amendment to the Restated Certificate or Bylaws, or termination of or material amendment to any material contract;

(i) there has not been any material labor difficulties or, to the Company's Knowledge, labor union organizing activities with respect to employees of the Company;

(j) there has not been any material transaction entered into by the Company other than in the ordinary course of business;

(k) there has not been a loss of the services of any executive officer (as defined in Rule 405 under the Securities Act) of the Company.

4.09 Intellectual Property. The Company and its subsidiaries own or possess the valid right to use all (i) patents, patent applications, trademarks, trademark registrations, service marks, service mark registrations, Internet domain name registrations, copyrights, copyright registrations, licenses, trade secret rights ("***Intellectual Property Rights***") and (ii) inventions, software, works of authorships, trademarks, service marks, trade names, formulae, know how, Internet domain names and other intellectual property (including trade secrets and other unpatented and/or unpatentable proprietary confidential information, systems, or procedures) (collectively, "***Intellectual Property Assets***") necessary to conduct their respective businesses as currently conducted or as described to be conducted in the SEC Reports. The Company and its subsidiaries have not received written notice of any challenge by any other person to the rights of the Company and its subsidiaries with respect to any Intellectual Property Rights or Intellectual Property Assets owned or used by the Company or its subsidiaries. To the knowledge of the Company, the Company and its subsidiaries' respective businesses as now conducted do not give rise to any infringement of, any misappropriation of, or other violation of, any valid and enforceable Intellectual Property Rights of any other person. All licenses for the use of the Intellectual Property Rights described in the SEC Reports are valid, binding upon, and enforceable by or against the parties thereto in accordance with its terms. The Company has no reason to believe that the licensors under such licenses and other agreements do not have and/or did not have all requisite power and authority to grant the rights to the Intellectual Property purported to be granted thereby. The Company has complied in all material respects with, and is not in material breach nor has received any asserted or threatened claim of breach of any Intellectual Property license, and the Company has no knowledge of any breach or anticipated breach by any other person to any Intellectual Property license. No claim has been made against the Company alleging the infringement by the Company of any patent, trademark, service mark, trade name, copyright, trade secret, license in or other intellectual property right or franchise right of any person. The Company has taken all reasonable steps to protect, maintain and safeguard its Intellectual Property Rights, including the execution of appropriate nondisclosure and confidentiality agreements. The consummation of the transactions contemplated by this Agreement will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other person in respect of, the Company's right to own, use, or hold for use any of the Intellectual Property Rights as owned, used or held for use in the conduct of the business as currently conducted.

4.10 Proprietary Information and Invention Assignment. Each current and former consultant to the Company has entered into an agreement containing appropriate confidentiality and invention assignment provisions. To the knowledge of the Company, no officer, employee or consultant of the Company is in violation of such confidential information and invention assignment agreement or any prior employee contract or proprietary information agreement with any other corporation or third party.

4.11 Title to Properties and Assets; Liens. The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, in each case, subject to no material mortgage, pledge, lien, lease, encumbrance or charge, other than (i) liens for current taxes not yet due and payable, (ii) liens imposed by law

and incurred in the ordinary course of business for obligations not past due, (iii) liens in respect of pledges or deposits under workers' compensation laws or similar legislation, and (iv) liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or, individually or in the aggregate, have, or would be reasonably expected to have, a Material Adverse Effect. With respect to the property and assets it leases, the Company is in compliance with such leases in all material respects and holds a valid leasehold interest free of any liens, claims or encumbrances, subject to clauses (i)-(iv) above. All facilities, machinery, equipment, fixtures, vehicles and other properties owned, leased or used by the Company are in good operating condition and repair and are reasonably fit and usable for the purposes for which they are being used.

4.12 Compliance with Other Instruments. The Company is not in violation of any of its certificate of incorporation or bylaws, each as amended to date, or of any term or provision of any mortgage, indebtedness, indenture, contract, agreement, instrument, judgment, order or decree to which it is party or by which it is bound, where such violation which could reasonably be expected to have a Material Adverse Effect. The Company is not in violation of any federal or state statute, rule or regulation applicable to the Company, the violation of which could reasonably be expected to have a Material Adverse Effect. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations pursuant to this Agreement, and the issuance of the Securities, will not result in any violation of, or conflict with, or constitute a default under, the Company's certificate of incorporation or bylaws, each as amended to date, any of the Company's material agreements, nor result in the creation of any material mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company.

4.13 Litigation. There are no actions, suits, proceedings or investigations pending against the Company or its properties (nor has the Company received written notice of any threat thereof) before any court or governmental agency that questions the validity of this Agreement or the ability of the Company to enter into them, or the ability of the Company to perform its obligations contemplated hereby and thereby, or that, either individually or in the aggregate, if determined adversely to the Company, would or could reasonably be expected to have a Material Adverse Effect or result in any change in the current equity ownership of the Company. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit or proceeding initiated by the Company currently pending or which the Company currently intends to initiate.

4.14 Governmental Consent. No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement, or the offer, sale or issuance of the Securities, or the consummation of any other transaction contemplated by this Agreement, except (i) the continued effectiveness of the Restated Certificate with the office of the Secretary of State of the State of Delaware, as may be amended to increase the authorized number of shares of Common Stock to cover the Securities to be issued pursuant to this Agreement in connection with the Share Increase Proposal, (ii) the filing of such notices as may be required under the Securities Act, (iii) such filings as may be required under applicable state securities laws, which will be timely filed within the applicable periods therefor, and (iv) consents that have been obtained, or will be obtained, pursuant to the rules and regulations of Nasdaq, including a Nasdaq Listing of Additional Shares notification form.

4.15 Permits. The Company has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which would have a Material Adverse Effect, and reasonably believes it can obtain, without undue burden or expense, any similar authority for the conduct of its business as presently planned to be conducted. The Company is not in default in any material respect under any of such franchises, permits, licenses or other similar authority.

4.16 Offering. Subject to the accuracy of the Purchasers' representations and warranties in Section 3, the offer, sale and issuance of the Securities to be issued in conformity with the terms of this Agreement constitute transactions exempt from the registration requirements of the Securities Act and from the registration or qualification requirements of applicable state securities laws. Assuming the accuracy of the Purchasers' representations and warranties set forth in Section 3, none of the Company, its subsidiaries nor, to the Company's Knowledge, any of its affiliates or any person acting on its behalf has, directly or indirectly, at any time within the past six (6) months, made any offers or sales of any Company security or solicited any offers to buy any security under circumstances that would (i) eliminate the availability of the exemption from registration under the Securities Act in connection with the offer and sale by the Company of the Securities as contemplated hereby or (ii) cause the offer and sale of the Securities pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of any applicable law, regulation or stockholder approval provisions. Neither the Company nor, to the Company's Knowledge, any Person acting on behalf of the Company has offered or sold any of the Securities by any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented at any seminar or any other form of general solicitation or general advertising.

4.17 Registration and Voting Rights. (i) Other than as set forth in the Registration Rights Agreement (as defined below), the Company is presently not under any obligation and has not granted any rights to register under the Securities Act any of its presently outstanding securities or any of its securities that may hereafter be issued; (ii) to the Company's Knowledge, no stockholder of the Company has entered into any agreements with respect to the voting of capital shares of the Company; and (iii) other than the right to repurchase stock from its employees, consultants and other service providers pursuant to contractual rights of repurchase in connection with the cessation of services to the Company, the Company is not a party to any buy-sell agreements, option or right of first purchase agreements or other similar agreements of any kind with respect to sales of the Company's securities.

4.18 Brokers or Finders. Except as set forth in the Engagement Letter (as defined below), the Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any of the transactions contemplated hereby or any prior issuances of Company stock or warrants. There is no broker, investment banker, financial advisor, finder or other person which has been retained by or is authorized to act on behalf of the Company who might be entitled to any fee or commission for which the Purchaser will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

4.19 Tax Returns and Payments. The Company has timely filed all tax returns required to be filed by it with appropriate federal, state and local governmental agencies. These returns and reports are true and correct in all material respects. All taxes shown to

be due and payable on such returns, any assessments imposed, and, to the Company's Knowledge, all other taxes due and payable by the Company on or before the Closing have been paid or will be paid prior to the time they become delinquent. The Company has not been advised in writing (i) that any of its returns have been or are being audited as of the date hereof, or (ii) of any deficiency in assessment or proposed judgment with respect to its federal, state or local taxes. Notwithstanding anything herein to the contrary, the Company shall pay all transfer agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company and any exercise notice delivered by the Purchaser), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchaser other than income and capital gains taxes of the Purchaser that may be incurred in connection with the transactions contemplated hereby.

4.20 Real Property Holding Corporation. The Company is not a "real property holding corporation" within the meaning of Section 897(c)(2) of the Internal Revenue Code of 1986, as amended.

4.21 Employees.

(a) To the Company's Knowledge, there are no strikes, labor disputes or union organization activities pending or threatened between it and its employees. To the Company's Knowledge, none of its employees belongs to any union or collective bargaining unit.

(b) The Company has entered into its standard form of employment agreement with each of its employees, its standard form of consulting agreement with each of its consultants. The Company is not aware that any officer or key employee intends to terminate his or her employment with the Company.

(c) The Company is not delinquent in payments to any of its employees, consultants or independent contractors for any wages, salaries, commissions, bonuses or other direct compensation for any service performed for it to the date hereof or amounts required to be reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable state and federal equal employment opportunity laws and with other laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing.

4.22 Employee Benefit Plans. The Company has complied in all material respects with all applicable laws for and the terms of each employee benefit plan maintained, established or sponsored by the Company, or which the Company participates in or contributes to, which is subject to the Employee Retirement Income Security Act of 1974, as amended ("***ERISA***"). The Company believes in good faith that any "nonqualified deferred compensation plan" (as such term is defined under Section 409A(d)(1) of the Code and the guidance thereunder) under which the Company makes, is obligated to make or promises to make, payments complies in all material respects, in both form and operation, with the requirements of Section 409A of the Code and the guidance thereunder.

4.23 Obligations to Related Parties. No employee, officer, director or, to the Company's Knowledge, member of his or her immediate family is indebted to the

Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them other than (i) for payment of salary for services rendered, (ii) reimbursement for reasonable expenses incurred on behalf of the Company, and (iii) for other standard employee benefits made generally available to all employees (including stock option agreements outstanding under any stock option plan approved by the Company's Board of Directors and stock purchase agreements approved by the Company's Board of Directors). To the Company's Knowledge, no employee, officer, director or stockholder, nor any member of their immediate families, is, directly or indirectly, interested in any contract with the Company (other than such contracts as relate to any such person's ownership of capital stock or other securities of the Company) that would be disclosable under Item 404 of Regulation S-K.

4.24 Insurance. The Company has in full force and effect fire and casualty insurance policies in amounts customary for companies in similar businesses similarly situated.

4.25 Environmental and Safety Laws. The Company is not in material violation of any applicable statute, law, or regulation relating to the environment or occupational health and safety, and, no material expenditures are or will be required in order to comply with any such existing statute, law, or regulation.

4.26 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use (collectively, "***Processing***") of any information defined as "personal information," "personal data," "protected health information" or any analogous terms under applicable law from any individuals, including, without limitation, as applicable, any customers, prospective customers, employees and/or other third parties (collectively, "***Personal Information***"), the Company is and has been in compliance in all material respects with (i) all applicable laws relating to privacy or data security, telephone and text message communications, and marketing by email or other channels, in all jurisdictions, (ii) the Company's privacy policies, and (iii) the privacy and data security requirements of any contracts or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. The Company is and has been in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations, and, as required by HIPAA, the Company has entered into a business associate agreement (each a "***BAA***") that complies with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended ("***HIPAA***"), in each case in which the Company (i) is acting as a business associate (as defined in 45 C.F.R. § 160.103) or (ii) provides access to protected health information to a third party.

4.27 IT Systems. There has been no material security breach or attack or other compromise of any of the Company's information technology and computer systems, networks, hardware, software, data (including such data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of the Company), equipment or technology ("**IT Systems and Data**"). The Company has not been notified, and has no knowledge, of any security breach, attack or compromise of or to its IT Systems and Data, and the Company has complied, and is presently in compliance, in all material respects, with (A) all applicable laws, statutes and any legally binding judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, industry guidelines, standards, (B) all of the Company's internal policies, and (C) and contractual obligations, each of (A)-(C) as related to the privacy and

security of IT Systems and Data or to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification. The Company has implemented backup and disaster recovery technology.

4.28 Foreign Corrupt Practices Act. Neither the Company nor any of its subsidiaries nor any of their respective directors, officers, employees or, to the Company's Knowledge, agents have, directly or indirectly, made, offered, promised or authorized any payment or gift of any money or anything of value to or for the benefit of any "foreign official" (as such term is defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**")), foreign political party or official thereof or candidate for foreign political office for the purpose of improperly (i) influencing any official act or decision of such official, party or candidate, (ii) inducing such official, party or candidate to use his, her or its influence to affect any act or decision of a foreign governmental authority, or (iii) securing any improper advantage, in the case of (i), (ii) and (iii) above in order to assist the Company or any of its affiliates in obtaining or retaining business for or with, or directing business to, any person. Neither the Company nor any of its subsidiaries nor any of their respective directors, officers, employees or, to the Company's Knowledge, agents have made or authorized any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or received or retained any funds in violation of any law, rule or regulation. Neither the Company nor, to the Company's Knowledge, any of its officers, directors or employees are the subject of any allegation, voluntary disclosure, investigation, prosecution or other enforcement action related to the FCPA or any other anti-corruption law (collectively, "**Enforcement Action**").

4.29 Export Control Laws. The Company has conducted all export transactions in accordance with applicable provisions of United States export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, the regulations administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"), and the export control laws and regulations of any other applicable jurisdiction. Without limiting the foregoing: (a) the Company has obtained all export licenses and other approvals, timely filed all required filings and has assigned the appropriate export classifications to all products, in each case as required for its exports of products, software and technologies from the United States and any other applicable jurisdiction; (b) the Company is in compliance with the terms of all applicable export licenses, classifications, filing requirements or other approvals; (c) there are no pending or, to the Knowledge of the Company, threatened claims against the Company with respect to such exports, classifications, required filings or other approvals; (d) there are no pending investigations related to the Company's exports; and (e) there are no actions, conditions, or circumstances pertaining to the Company's export transactions that would reasonably be expected to give rise to any material future claims. The Company will not directly or indirectly use the proceeds of the offering of the Securities contemplated hereby, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person or entity for the purpose of financing the activities of any Person that is the target of sanctions administered or enforced by such authorities or in connection with any country or territory that is the target of country-wide or territory-wide OFAC sanctions (currently, Iran, Syria, Cuba, North Korea, and the Crimea Region of Ukraine). None of the Company's directors, officers, employees, or, to the Company's Knowledge, agents acting on the Company's behalf, is the target of OFAC sanctions or is subject to debarment or any list-based designations under U.S. export control laws and regulations, including U.S. sanctions.

4.30 CFIUS. The Company has conducted an assessment and determined that the Company does not (a) produce, design, test, manufacture, fabricate, or develop

"critical technologies" as that term is defined in 31 C.F.R. § 800.215; (b) perform the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment "critical infrastructure"; or (c) to the Company's Knowledge, maintain or collect, directly or indirectly, "sensitive personal data" as that term is defined in 31 C.F.R. § 800.241.

4.31 Investment Company Status. Neither the Company nor any of its Affiliates is, and immediately after the issuance and sale of the Securities hereunder and the application of the net proceeds from such issuance and sale, none of the Company nor any of its Affiliates will be, required to be registered as an "investment company" under the Investment Company Act of 1940, as amended.

4.32 Distribution Restrictions. The Company is not currently prohibited, or as a result of the transactions contemplated by this Agreement, will not be prohibited, directly or indirectly, from making distributions with respect to its equity securities.

4.33 SEC Reports. The Company has filed or furnished, as applicable, all reports, proxy statements, schedules, forms, statements, certifications and other documents (including exhibits and all other information incorporated by reference therein) required to be filed by the Company under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**," and such reports, proxy statements, schedules, forms, statements, certifications and other documents, the "**SEC Reports**"), for the two (2) years preceding the date hereof (or such shorter period since the Company was first required by law or regulation to file such material).

4.34 Internal Controls. The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting; there has been no fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting; since the date of the latest audited financial statements included or incorporated by reference in the Company's SEC Reports, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) of the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the Company's principal executive officer and principal financial officer by others within those entities; such disclosure controls and procedures are effective. The Company is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated by the Commission thereunder. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the

existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.35 Regulation M Compliance. The Company has not, and to its knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Common Stock, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, the Common Stock, or (iii) paid or agreed to pay to any person any compensation for soliciting another to purchase any other securities of the Company, other than, in the case of clauses (ii) and (iii), as set forth in Section 4.33 of the Disclosure Schedules.

4.36 Healthcare Regulatory Proceedings. There is no legal or governmental proceeding to which the Company or any of its subsidiaries is a party or of which any property or assets of the Company or any of its subsidiaries is the subject, including any proceeding before the U.S. Department of Health and Human Services ("***HHS***"), U.S. state boards of pharmacy or comparable federal, state, local or foreign governmental bodies; and to the Company's knowledge after reasonable investigation and due diligence inquiry, no such proceedings are threatened by governmental or regulatory authorities or threatened by others. The Company is in material compliance with all applicable federal, state, local and foreign laws, regulations, orders and decrees governing its business as prescribed by the HHS, or any other federal, state or foreign agencies or bodies engaged in the regulation of the Company's business. Neither the Company nor any of its subsidiaries is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company, any of its subsidiaries nor any of their respective employees, officers, directors, or, to the Company's knowledge, any agents has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that could reasonably be expected to result in debarment, suspension, or exclusion.

4.37 Regulatory Matters. The Company has not received any correspondence or notice from any court or arbitrator or federal, state, local, or foreign governmental or regulatory authority, alleging or asserting noncompliance with the Health Care Laws (as defined below). The Company and its directors, officers, employees and, to the Company's knowledge, agents are and have been in material compliance with all applicable health care laws, including without limitation, the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §301 et seq.), the Controlled Substances Act (21 U.S.C. § 801 et seq.), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the Civil Monetary Penalties Law (42 U.S.C. § 1320a-7a), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.) the exclusions law (42 U.S.C. § 1320a-7), Medicare (Title XVIII of the Social Security Act), Medicaid (Title XIX of the Social Security Act), and the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010, and the regulation promulgated pursuant to such laws, and comparable state laws, and all other local, state, federal, national, supranational, and foreign laws relating to the practice or delivery of pharmacy and other health care or related services, or billing or reimbursement therefor, including without limitation, such laws regarding pharmacy facility and professional licensure, fraud and abuse, kickbacks, self-referrals, fee-splitting, false claims, and the regulation of the

Company (collectively, "***Health Care Laws***"); provided, however, "Health Care Laws" shall not include Privacy Laws. Neither the Company nor any of its officers, directors, employees, or, to the Company's knowledge, any agents has been or is currently excluded from participation in the Medicare and Medicaid programs or any other state or federal health care program. Each healthcare professional contracted by the Company's subsidiary to provide any pharmacy-related services for or on behalf of such subsidiary or its affiliated pharmacies, as applicable, including pharmacists and related personnel, was at the time of providing the clinical services duly licensed or authorized, as applicable, to practice his or her profession in the state where such clinical services were rendered, as applicable, and each healthcare professional that currently provides clinical services is duly licensed or authorized, as applicable, to practice his or her profession in the state in which healthcare professional is performing clinical services. To the Company's knowledge, no event has occurred and no fact, circumstance or condition exists that has or reasonably may be expected to result in the denial, loss, suspension, revocation, rescission, probation or any other disciplinary action of or to any such professional license or authorization. No such healthcare professional during the performance of services for or on behalf of Company's subsidiary, as applicable: (i) has been sanctioned or disciplined by any licensing board or any other governmental agency or body, (ii) has had a final judgment or settlement without judgment entered against him or her in connection with a malpractice claim, (iii) has been found liable or responsible for any civil offense reasonably related to qualifications or competence relating to his or her professional practice, and/or (iv) has been terminated for cause related to a violation of a Health Care Law.

4.38 Disclosure Materials. The SEC Reports, as of the applicable date of filing, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.39 No More Favorable Terms. The Company has not entered into any side letter or similar agreement with any other Purchaser in connection with the purchase of Securities hereunder that includes terms and conditions that are more advantageous to such person than Purchaser hereunder in respect of the purchase of the Securities.

SECTION 5. Covenants.

5.01 Reasonable Best Efforts. Each party shall use its reasonable best efforts to satisfy each of the conditions to be satisfied by it as provided in SECTION 6 in accordance with the terms of this Agreement, including to amend the Company's certificate of incorporation in connection with the Share Increase Proposal.

5.02 Expenses. Except as otherwise provided elsewhere in this Agreement, the Company and each Purchaser is liable for, and will pay, its own expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, including, without limitation, attorneys' and consultants' fees and expenses.

5.03 No Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchasers, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any trading market such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

5.04 Acknowledgement of Irrevocable Proxy Grant. Reference is made to that certain Securities Purchase Agreement, dated as of October 9, 2020, by and among MedAvail, Inc., the Ally Bridge Group Purchasers and the other purchasers party thereto (the "***Prior Agreement***"). Pursuant to Section 5.05 of the Prior Agreement, from and after October 9, 2020 and until such time as the Ally Bridge Group Purchasers and their controlled Affiliates no longer own any shares of Common Stock (the "***Proxy Period***"), the Ally Bridge Group Purchasers irrevocably appointed as their proxy and attorney-in-fact the Company and any person designated in writing by the Company, each of them individually, with full power of substitution and resubstitution, to vote, in connection with any matters with respect to which stockholders of the Company cast votes of shares of Common Stock during such period, any and all shares of Common Stock held by the Ally Bridge Group Purchasers or their Affiliates that represent more than 9.99% of the consolidated voting power of all issued and outstanding shares of Common Stock held by all stockholders of the Company entitled to vote on such matters (and, for the avoidance of doubt, the proxy contemplated by this sentence was not be deemed granted with respect to any shares of Common Stock held by the Ally Bridge Group Purchasers and their controlled Affiliates that represent 9.99% or less of the consolidated voting power of all issued and outstanding shares of Common Stock held by all stockholders of the Company entitled to vote on such matters) (collectively, and as more specifically set forth in Section 5.05 of the Prior Agreement, the "***Irrevocable Proxy Grant***"). The Ally Bridge Group Purchasers hereby acknowledge and agree that (i) the Proxy Period is continuing and has not ended, (ii) the Irrevocable Proxy Grant remains in full force and effect and (iii) the shares of Common Stock purchased by the Ally Bridge Group Purchasers hereunder shall be subject to the Irrevocable Proxy Grant in all respects. In addition, the Company acknowledges and agrees that Section 5.05 of the Prior Agreement remains in full force and effect, and the Company has assumed all rights and obligations of MedAvail, Inc. thereunder.

5.05 Indemnification. The Company agrees to indemnify and hold harmless each Purchaser and its Affiliates, and their respective directors, officers, trustees, members, managers, employees, investment advisers, broker-dealers and agents, from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Person may become subject as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under this Agreement, and will reimburse any such Person for all such amounts as they are incurred by such Person solely to the extent such amounts have been finally judicially determined not to have resulted from such Person's fraud or willful misconduct; provided, however, that the Company will not be liable in any such case to the extent that any such losses, claims, damages, liabilities and expenses arises out of or are based upon the inaccuracy of any representations made by such indemnified party in this Agreement, or the failure of such indemnified party to comply with the covenants and agreements contained herein. The liability of the Company under this paragraph shall not exceed the total Purchase Price paid by the Purchaser for the Securities hereunder.

5.06 Conduct of Indemnification Proceedings. Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided* that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense

of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and *provided, further*, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

5.07 Share Increase Proposal. At the next meeting of the stockholders of the Company where there is a proposal to approve amending the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue the Shares and the Warrant Shares in the Second Closing (the "***Share Increase Proposal***"), and at every adjournment or postponement thereof, and on every action or approval by written consent or resolution of the stockholders of the Company with respect to the Share Increase Proposal, each Purchaser agrees that such Purchaser shall participate and vote all voting securities held by them or over which they exercise voting power, to approve the Share Increase Proposal. Any such vote shall be cast (and each consent shall be given) by such Purchaser in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining that a quorum is present and for purposes of recording the results of such vote or consent. The Company shall further use commercially reasonable efforts to obtain stockholder approval for the Share Increase Proposal.

SECTION 6. Conditions of Obligations.

6.01 Conditions of the Purchasers' Obligations at the Closing. The obligations of the Purchasers under SECTION 2 hereof are subject to the fulfillment, at or prior to the Closing, of all of the following conditions, any of which may be waived in whole or in part by the Purchasers in writing in their absolute discretion.

(a) Representations and Warranties. The representations and warranties of the Company shall be true and correct in all respects on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date (except to the extent such representations and warranties are specifically made on and as of a particular date, in which case such representations and warranties shall be true and correct as of such date).

(b) Performance. The Company shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions contained in this

Agreement that are required to be performed or complied with by it on or prior to the Closing Date.

(c) Compliance Certificate. The Chief Executive Officer of the Company shall have delivered to the Purchasers at the Closing Date a certificate certifying that the conditions specified in Sections 6.01(a) and 6.01(b) of this Agreement have been fulfilled.

(d) Secretary's Certificate. The Secretary of the Company shall have delivered to the Purchasers at the Closing Date a certificate certifying (i) the Restated Certificate, as amended, of the Company; (ii) the Bylaws of the Company; (iii) resolutions of the Board (or an authorized committee thereof) approving this Agreement and the transactions contemplated by this Agreement; and (iv) a certificate of good standing of the Company.

(e) Qualification under Securities Laws. All registrations, qualifications, permits and approvals, if any, required under applicable federal and state securities laws shall have been obtained for the lawful execution, delivery and performance of this Agreement.

(f) Opinion of Company Counsel. The Purchasers and Cowen shall have received from Wilson Sonsini Goodrich & Rosati, P.C., counsel for the Company, an opinion, dated as of the Closing Date, in substantially the form of Exhibit B attached to this Agreement.

(g) Registration Rights Agreement. The Company shall have delivered to the Purchasers that certain Registration Rights Agreement by and among the Company and the persons and entities set forth therein, to be dated as of the Closing, in substantially the form attached hereto as Exhibit C (the "**Registration Rights Agreement**"), duly executed by the Company.

(h) Amendment to Certificate of Incorporation. With respect to the Second Closing only, the Company shall have amended the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue all the Shares and the Warrant Shares.

(i) No Material Adverse Effect. No Material Adverse Effect shall have occurred that is continuing.

6.02 Conditions of the Company's Obligations. The obligations of the Company under SECTION 2 hereof are subject to the fulfillment, at or prior to the Closing, of all of the following conditions, any of which may be waived in whole or in part by the Company in its absolute discretion.

(a) Representations and Warranties. The representations and warranties of the Purchasers contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent expressly made as of an earlier date in which case as of such earlier date).

(b) Performance. Each Purchaser shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or prior to the Closing Date.

(c) Qualification under or Exemption from Securities Laws. All registrations, qualifications, permits and approvals, if any, or exemptions therefrom, required under applicable

federal and state securities laws shall have been, or will be, obtained for the lawful execution, delivery and performance of this Agreement.

(d) Registration Rights Agreement. Each Purchaser shall have delivered to the Company the Registration Rights Agreement, duly executed by such Purchaser.

(e) Amendment to Certificate of Incorporation. With respect to the Second Closing only, the Company shall have amended the Company's certificate of incorporation in order to increase the authorized number of shares of Common Stock as may be necessary to issue all the Shares and the Warrant Shares.

SECTION 7. Transfer Restrictions; Restrictive Legend.

7.01 Transfer Restrictions. The Purchasers understand that the Company may, as a condition to the transfer of any of the Securities prior to the commencement of the Effectiveness Period (as defined in the Registration Rights Agreement), require that the request for transfer be accompanied by a certificate and/or an opinion of counsel reasonably satisfactory to the Company, to the effect that the proposed transfer does not result in a violation of the Securities Act, unless such transfer is covered by an effective registration statement or by Rule 144 or Rule 144A or any other available exemption from the registration requirements under the Securities Act. The Company will not require such a legal opinion in any transactions in which a Purchaser transfers Securities to an Affiliate of such Purchaser; provided that each transferee agrees in writing to be subject to the terms of this Section 7.01. It is understood that the certificates evidencing the Securities may bear substantially the following legend prior to the commencement of the Effectiveness Period:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR APPLICABLE STATE SECURITIES LAWS OR A CERTIFICATE AND/OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED (SUBJECT TO CERTAIN EXCEPTIONS)."

SECTION 8. Registration, Transfer and Substitution of Certificates for Securities.

8.01 Stock Register; Ownership of Securities. The Company will keep at its principal office, or will cause its transfer agent to keep, a register in which the Company will provide for the registration of transfers of the Securities. The Company may treat the person in whose name any of the Securities are registered on such register as the owner thereof and the Company shall not be affected by any notice to the contrary. All references in this Agreement to a "holder" of any Securities shall mean the person in whose name such Securities are at the time registered on such register.

SECTION 9. Definitions. Unless the context otherwise requires, the terms defined in this SECTION 9 shall have the meanings specified for all purposes of this Agreement.

"***Affiliate***" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund, hedge fund or private equity fund now or hereafter existing that is

controlled by, or under common control with, one or more general partners or managing members of, or shares the same management company with, such Person.

"Ally Bridge Group Purchasers" means ABG WTT-MedAvail Limited and Ally Bridge MedAlpha Master Fund L.P.

"***Business Day***" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York or the City of San Francisco are authorized or required by law to remain closed.

"***Code***" means the Internal Revenue Code of 1986, as amended.

"***Company Covered Person***" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1).

"***Knowledge***" including the phrase "to the Company's Knowledge" shall mean with respect to any statement made to the knowledge of the Company, that statement is based upon the actual knowledge of an executive officer of the Company after due inquiry.

"***Material Adverse Effect***" means (a) a material adverse change in, or a material adverse effect on the Company's financial condition, assets (including intangible assets), liabilities (actual or contingent) taken as a whole, business or operations of the Company as currently conducted or as currently proposed to be conducted or (b) a material impairment of the ability of the Company to perform its obligations under this Agreement.

"***Nasdaq***" means The Nasdaq Stock Market, LLC.

"***Person***" means any natural person, company, corporation, limited liability company, general partnership, limited partnership, trust, proprietorship, joint venture, business organization or governmental entity.

"***Purchase Price***" means the price per share of Common Stock that is equal to $1.0625.

"***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 having substantially the same effect as such Rule.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

SECTION 10. Miscellaneous.

10.01 Waivers and Amendments. Any term of this Agreement may be amended, waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely), discharged or terminated only by an instrument in writing executed by the Company and the Purchasers holding, or having the right to purchase at the Closing, a majority of the Securities purchased or to be purchased hereunder; provided, however, that if any amendment, waiver, discharge or termination operates in a manner that treats any Purchaser in a manner disparate from other Purchasers, the consent of such disparately treated Purchaser shall also be required for such amendment, waiver, discharge or termination.

10.02 Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered, if delivered personally, (b) four (4) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (c) one (1) Business Day after being sent via a reputable nationwide overnight courier service guaranteeing next Business Day delivery, or (d) when receipt is acknowledged, in the case of email, in each case to the intended recipient as set forth below, with respect to the Company, and to the addresses set forth on the Schedule of Purchasers with respect to the Purchasers.

If to the Company:
MedAvail Holdings, Inc.
4720 E Cotton Gin Loop
Suite 200
Phoenix, AZ 85040
Attention: Mark Doerr and Ramona Seabaugh

with a copy (which shall not constitute notice) to:
Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Philip Oettinger and Eric Hsu

or at such other address as the Company or each Purchaser may specify by written notice to the other parties hereto in accordance with this Section 10.02.

10.03 Cumulative Remedies. None of the rights, powers or remedies conferred upon the Purchasers on the one hand or the Company on the other hand shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

10.04 Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto, the successors and permitted assigns of each Purchaser and the successors of the Company, whether so expressed or not. None of the parties hereto may assign its rights or obligations hereof without the prior written consent of the Company in respect of a Purchaser or the relevant Purchaser in respect of the Company, except that a Purchaser may, without the prior consent of the Company, assign its rights to purchase the Securities hereunder to any of its Affiliates (provided each such Affiliate agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in SECTION 3 hereof). This Agreement shall not inure to the benefit of or be enforceable by any other person.

10.05 No Third-Party Beneficiaries. Other than Cowen, this Agreement is intended for the benefit of 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. The parties further agree that Cowen may rely on or, if Cowen so requests, be specifically named as an addressee of, the legal opinions to be delivered pursuant to this Agreement.

10.06 Headings. The headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

10.07 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in the state courts of Delaware and the United States District Court located in the State of Delaware, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

10.08 Survival. The representations and warranties of the Purchasers and the Company contained in SECTION 3 and SECTION 4, and the agreements and covenants set forth in Sections 5, 7, 8 and 10 shall survive the Closing for a period of one year in accordance with their respective terms; provided however, that the representations and warranties of the Company set forth in Sections 4.01, 4.03 and 4.04 and the provisions of Sections 5.04 and 5.05 shall survive the Closing until the expiration of any statute of limitations under applicable law. Each Purchaser shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

10.09 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts (including counterparts delivered by facsimile or other electronic format) shall be deemed an original, shall be construed together and shall constitute one and the same instrument. Delivery of an executed Agreement by one party to the other may be made by facsimile or by electronic transmission of a portable document format (PDF) file (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com). This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

10.10 Entire Agreement. This Agreement (including the exhibits and schedules hereto), the Warrants and the Registration Rights Agreement (with respect to the Purchasers that are party thereto) constitute the entire agreement among the parties hereto with respect to the subject matter hereof and, except as set forth below, this agreement supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement shall not supersede any confidentiality or other non-disclosure agreements that may be in place between the Company and any Purchaser to the extent any such agreement has been entered into.

10.11 Severability. If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision shall, to the maximum extent allowable by law, be modified by such court so that it becomes enforceable, and, as modified, shall be enforced as any other provision hereof, all the other provisions hereof continuing in full force and effect.

10.12 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement 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 this Agreement. Nothing contained herein, 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 entity, or create a presumption that the Purchasers are in any way acting in concert or as a group, and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement and the Company acknowledges that the Purchasers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. The Company acknowledges and each Purchaser confirms that it has independently participated 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, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

10.13 Termination. This Agreement shall terminate upon the occurrence of either of the following events:

(a) In the event that the First Closing is not consummated within two (2) weeks of the Effective Date, this Agreement shall automatically terminate.

(b) Upon the mutual consent of the Company and the Purchasers.

10.14 Exculpation of Cowen. Each party hereto agrees for the express benefit of Cowen and its affiliates and representatives that:

(a) Neither Cowen nor any of its affiliates or any of their representatives (i) has any duties or obligations other than those specifically set forth herein or in the engagement letter, dated as of January 4, 2022, between the Company and Cowen (the "***Engagement Letter***"); (ii) shall be liable for any improper payment made in accordance with the information provided by the Company; (iii) makes any representation or warranty, or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Company pursuant to this Agreement or in connection with any of the transactions contemplated hereby and thereby; or (iv) shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by this Agreement or (y) for anything which any of them may do or refrain from doing in connection with this Agreement or any transactions contemplated hereby and thereby; in each case, absent its own gross negligence, fraud or willful misconduct.

(b) Cowen, its affiliates and their representatives shall be entitled to (i) rely on, and shall be protected in acting upon, any certificate, instrument, notice, letter or any other document or security delivered to any of them by or on behalf of the Company, including the representations made by the Company and the Purchasers herein, and (ii) be indemnified by the Company for acting as the placement agents hereunder pursuant the indemnification provisions set forth in the Engagement Letter.

10.15 Waiver of Potential Conflicts of Interest. Each of the Purchasers and the Company acknowledges that Wilson Sonsini Goodrich & Rosati, Professional Corporation ("***WSGR***") may have represented and may currently represent certain of the Purchasers. In the course of such representation, WSGR may have come into possession of confidential information relating to such Purchasers. Each of the Purchasers and the

Company acknowledges that WSGR is representing only the Company in this transaction. Each of the Purchasers and the Company understands that an affiliate of WSGR may also be a Purchaser under this Agreement. By executing this Agreement, each of the Purchasers and the Company hereby waives any actual or potential conflict of interest which may arise as a result of WSGR's representation of such persons and entities, WSGR's possession of such confidential information and the participation by WSGR's affiliate in the financing. Each of the Purchaser and the Company represents that it has had the opportunity to consult with independent counsel concerning the giving of this waiver.

[*Signature page follows*]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of March 30, 2022.

MEDAVAIL HOLDINGS, INC.

By: _____

Name: Ramona Seabaugh

Title: Chief Financial Officer

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of March 30, 2022.

PURCHASER

REDMILE CAPITAL FUND, LP
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:

Facsimile: _____

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of March 30, 2022.

PURCHASER

REDMILE CAPITAL OFFSHORE MASTER FUND, LTD.
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:

Facsimile: _____

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of March 30, 2022.

PURCHASER

REDMILE STRATEGIC MASTER FUND, LP – CLASS C
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:

Facsimile: _____

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of March 30, 2022.

PURCHASER

REDMILE STRATEGIC MASTER FUND, LP – CLASS D
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:

Facsimile: _____

IN WITNESS WHEREOF, the Purchaser has duly executed this Agreement as of March 30, 2022.

PURCHASER
REDCO II MASTER FUND, L.P.
By: RedCo II (GP), LLC, its general partner
By: _____
Name: Joshua Garcia
Title: Authorized Signatory
Address of Executive Offices:
One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:
415-489-9980
Facsimile Number:
N/A
E-mail Address:
operations@redmilegrp.com
Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:
N/A
Email:

Facsimile: _____

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of March 30, 2022.

PURCHASER
ALLY BRIDGE MEDALPHA MASTER FUND L.P.
By: Ally Bridge Group (NY) LLC, its manager

By: _____

Name: Anna Yaeger

Title: President and Portfolio Manager

Address of Executive Offices:
430 Park Avenue, 12th Floor
New York, NY 10022

IRS Tax Identification Number:

Telephone Number:
(646) 809-3771

Facsimile Number:
N/A

E-mail Address:
michael.bendetson@ally-bridge.com

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of March 30, 2022.

PURCHASER

ABG WTT-MEDAVAIL LIMITED

By: _____

Name: Chon Charles Chungsik, its Director

Address:

Unit 3002-3004, 30/F.,

Gloucester Tower The Landmark,

15 Queen's Road Central, Hong Kong

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of March 30, 2022.

PURCHASER

ALYESKA INVESTMENT GROUP, L.P.

By: _____

Name:

Title:

Address of Executive Offices:

—

—

—

IRS Tax Identification Number:

—

Telephone Number:

—

Facsimile Number:

—

E-mail Address:

—

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

—

—

—

—

Email:

Facsimile:

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of March 30, 2022.

PURCHASER
FCP Biotech Holding GmbH
By: Stefan Heisserer
Name: Managing Director
Title: FCP Biotech Holding GmbH
Address of Executive Offices:

FCP Biotech Holding GmbH
Freihamer Str. 2
82166 Graefelfing
Germany

IRS Tax Identification Number:

Telephone Number:

Facsimile Number:

E-mail Address:

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

Email:
Facsimile:

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Schedule I

Schedule of Purchasers

First Closing:

Name	Shares of Common Stock	Purchase Price	Warrant Shares
Redmile Capital Fund, LP	1,417,282	$1,505,862.13	708,641
Redmile Capital Offshore Master Fund, Ltd.	399,207	$424,157.44	199,603
Redmile Strategic Master Fund, LP – Class C	475,165	$504,862.81	237,582
Redmile Strategic Master Fund, LP – Class D	367,313	$390,270.06	183,656
RedCo II Master Fund, L.P.	11,458,679	$12,174,846.44	5,729,339
ABG WTT-MEDAVAIL LIMITED	11,143,529	$11,839,999.57	5,571,764
ALLY BRIDGE MEDALPHA MASTER FUND L.P.	2,974,117	$3,159,999.32	1,487,058
ALYESKA MASTER FUND, L.P.	7,529,411	$7,999,999.19	3,764,705
FCP Biotech Holding GmbH	1,882,352	$1,999,999.00	941,176
Total	#VALUE!	#VALUE!	#VALUE!

Second Closing:

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Name	Shares of Common Stock	Purchase Price	Warrant Shares
Redmile Capital Fund, LP	944,855	$1,003,908.44	472,427
Redmile Capital Offshore Master Fund, Ltd.	266,139	$282,772.69	133,069
Redmile Strategic Master Fund, LP – Class C	316,778	$336,576.63	158,389
Redmile Strategic Master Fund, LP – Class D	244,876	$260,180.75	122,438
RedCo II Master Fund, L.P.	7,639,117	$8,116,561.81	3,819,558
Total	#VALUE!	#VALUE!	#VALUE!

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Schedule II

Disclosure Schedule

Section 4.04 (Capitalization)

The Company has proposed adopting an equity inducement plan of 1,500,000 shares of Common Stock.

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Exhibit A

Form of Warrant

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Exhibit B

Form of Legal Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

Exhibit C

Registration Rights Agreement

[SIGNATURE PAGE TO SECURITIES PURCHASE AGREEMENT]

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**") is made and entered into effective as of March 30, 2022, by and between MedAvail Holdings, Inc., a Delaware corporation (the "**Company**") and each "Purchaser" named in the Purchase Agreement (as defined below) (collectively, the "**Purchasers**"). Capitalized terms used herein shall have the meanings ascribed to them in Section 1 below or in the Purchase Agreement (as defined below).

RECITALS:

WHEREAS, this Agreement is made pursuant to that certain Securities Purchase Agreement, dated on or about the date hereof, between the Company and the Purchasers listed on the signature pages thereto (the "**Purchase Agreement**").

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, and conditions set forth herein, the parties mutually agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"**Approved Market**" means any market operated by the OTC Markets Group (excluding the "pink sheets"), the Nasdaq Stock Market, the New York Stock Exchange or the NYSE American.

"**Blackout Period**" means, with respect to a registration, a period during which the Company, in the good faith judgment of its board of directors, (X) determines that it would be required to make disclosure of material information in the Registration Statement that the Company has a bona fide business purpose for preserving as confidential, (Y) determines that it would be required to amend or supplement the Registration Statement or the related prospectus so that such Registration Statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading or (Z) has experienced or is experiencing some other material non-public event, including a pending transaction involving the Company, the disclosure of which at such time, in the good faith judgment of the Company, would adversely affect the Company, in each case commencing on the day the Company notifies the Holders (such notice shall be made to such Holder's email address set forth on the signature page hereto) that they are required, because of the determination described above, to suspend offers and sales of Registrable Securities and ending on the earlier of (1) the date upon which the material non-public information resulting in the Blackout Period is disclosed to the public or, in the good faith discretion of the Company, ceases to be material and (2) such time as the Company notifies the selling Holders (as defined below) that sales pursuant to such Registration Statement or a new or amended Registration Statement may resume; provided, however, that no Blackout Period shall extend for a period of more than thirty (30) consecutive Trading Days (as defined below) and aggregate Blackout Periods shall not exceed sixty (60) Trading Days in any twelve (12) month period.

"**Business Day**" means any day of the year, other than a Saturday, Sunday, or other day on which banks in the State of New York are required or authorized to close.

"**Commission**" means the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"**Commission Guidance**" means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

"**Common Stock**" means the common stock, par value $0.001 per share, of the Company and any and all shares of capital stock or other equity securities of: (i) the Company which are added to or exchanged or substituted for the Common Stock by reason of the declaration of any stock dividend or

stock split, the issuance of any distribution or the reclassification, readjustment, recapitalization or other such modification of the capital structure of the Company; and (ii) any other corporation, now or hereafter organized under the laws of any state or other governmental authority, with which the Company is merged, which results from any consolidation or reorganization to which the Company is a party, or to which is sold all or substantially all of the shares or assets of the Company, if immediately after such merger, consolidation, reorganization or sale, the Company or the stockholders of the Company own equity securities having in the aggregate more than 50% of the total voting power of such other corporation.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"**Family Member**" means (a) with respect to any individual, such individual's spouse, any descendants (whether natural or adopted), any trust all of the beneficial interests of which are owned by any of such individuals or by any of such individuals together with any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the estate of any such individual, and any corporation, association, partnership or limited liability company all of the equity interests of which are owned by those above described individuals, trusts or organizations and (b) with respect to any trust, the owners of the beneficial interests of such trust.

"**Holder**" means each Purchaser or any of such Purchaser's respective successors and Permitted Assignees who acquire rights in accordance with this Agreement with respect to any Registrable Securities directly or indirectly from a Purchaser or from any Permitted Assignee.

"**Majority Holders**" means, at any time, Holders of a majority of the Registrable Securities then outstanding.

"**Permitted Assignee**" means (a) with respect to a partnership, its partners, former partners or any affiliate, including employees of such partnership or affiliate, (b) with respect to a corporation, its stockholders in accordance with their interest in the corporation, (c) with respect to a limited liability company, its members or former members in accordance with their interest in the limited liability company, (d) with respect to an individual party, any Family Member of such party, (e) an entity or trust that is controlled by, controls, or is under common control with a transferor, or (f) a party to this Agreement.

The terms "**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"**Registrable Securities**" means the Shares. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) such securities have been sold or otherwise transferred other than to a Permitted Assignee, (ii) a holder is able to sell such securities under the Securities Act without restriction, including manner of sale, current information requirements or volume limitations pursuant to Rule 144, or (iii) such securities shall have ceased to be outstanding.

"**Registration Effectiveness Deadline**" means the date that is forty-five (45) calendar days after the Registration Statement is first filed with the Commission, unless such Registration Statement becomes subject to any review or comment process by the Commission, in which case the Company shall use commercially reasonable efforts to cause such Registration Statement to become effective no later than (a) 90 days after the filing of such Registration Statement or (b) the 10th business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further comments from the Staff; provided, however, that if the Registration Effectiveness Deadline falls on a Saturday, Sunday or other day that the Commission is closed for business, the Registration Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business.

"**Registration Event**" means the occurrence of any of the following events:

(a) the Registration Statement is not filed with the Commission on or before the First Closing Filing Deadline or the Second Closing Filing Deadline, as applicable;

(b) the Registration Statement is not declared effective by the Commission on or before the Registration Effectiveness Deadline;

(c) after the SEC Effective Date, the Registration Statement ceases for any reason to remain continuously effective or the Holders are otherwise not permitted to utilize the prospectus therein to resell the Registrable Securities for a period of more than thirty (30) consecutive Trading Days, except for Blackout Periods permitted herein and except for suspension of the use of the Registration Statement in connection with its post-effective amendment in connection with the filing of the Company's Annual Report on Form 10-K for the time reasonably required to respond to any comments from the staff of the Commission (the "**Staff**") on the Company's Annual Report on Form 10-K, and as excused pursuant to Section 3(a) below; or

(d) the Registrable Securities, if issued and outstanding, are not listed or included for quotation on an Approved Market, or trading of the Common Stock is suspended or halted on the Approved Market, which at the time constitutes the principal market for the Common Stock, for more than three (3) full, consecutive Trading Days; provided, however, a Registration Event shall not be deemed to occur if all or substantially all trading in equity securities of all companies (including the Common Stock) is suspended or halted on the Approved Market for any length of time.

"**Registration Statement**" means any registration statement that the Company is required to file pursuant to Section 3(a) of this Agreement to register the Registrable Securities and any successor registration statement.

"**Rule 144**" means Rule 144 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Rule 172**" means Rule 172 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Rule 415**" means Rule 415 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Rule 424**" means Rule 424 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"**Securities Act**" means the Securities Act of 1933, as amended, or any similar federal statute promulgated in replacement thereof, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"**SEC Effective Date**" means the date the Registration Statement is declared effective by the Commission.

"**Shares**" means the shares of Common Stock issued to the Purchasers pursuant to the Purchase Agreement, any shares of Common Stock issued or issuable upon exercise of the Warrants, and any shares of Common Stock issued or issuable with respect to such shares upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing.

"**Trading Day**" means any day on which each Approved Market is open for general trading of securities.

"**Warrants**" shall mean the warrants to purchase shares of Common Stock issued in connection with the purchase of Common Stock pursuant to the Purchase Agreement.

2. Term. This Agreement shall terminate with respect to each Holder on the earlier of: (i) the date that is three (3) years from the SEC Effective Date; (ii) the date on which all Registrable Securities held by such Holder have been transferred other than to a Permitted Assignee; or (iii) the date on which all Registrable Securities held by such Holder may be sold under Rule 144 without restriction (including, without limitation, volume restrictions) (the "**Term**"). Notwithstanding the foregoing, Section 6, Section 8, Section 9 and Section 10 shall survive the termination of this Agreement.

3. Registration.

(a) Registration Statements. Promptly following the First Closing Date but no later than sixty (60) calendar days after the Closing Date (the "**First Closing Filing Deadline**"), the Company shall use commercially reasonable efforts to file with the Commission a Registration Statement covering all of the Registrable Securities issued at the First Closing (the "**First Closing Registrable Securities**"); provided, however, that the Company shall not be required to file such Registration Statement during a Blackout Period. Promptly following the Second Closing Date but no later than sixty (60) calendar days after the Closing Date (the "**Second Closing Filing Deadline**"), the Company shall use commercially reasonable efforts to file with the Commission a Registration Statement covering all of the Registrable Securities issued at the Second Closing (the "**Second Closing Registrable Securities**"); provided, however, that the Company shall not be required to file such Registration Statement during a Blackout Period. The Company shall (i) use its commercially reasonable efforts to cause such Registration Statement to be declared effective no later than the Registration Effectiveness Deadline and (ii) use its commercially reasonable efforts to keep each such Registration Statement effective for a period of twelve (12) months after the SEC Effective Date or for such shorter period ending on the earlier to occur of: (x) the date on which all Registrable Securities have been transferred other than to a Permitted Assignee and (y) the date as of which all Holders may sell all of the Registrable Securities without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) (the "**Effectiveness Period**"); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section 3(a), or keep such registration effective pursuant to the terms hereunder, in any particular jurisdiction in which the Company would be required to qualify to do business as a foreign corporation or as a dealer in securities under the securities laws of such jurisdiction or to execute a general consent to service of process in effecting such registration, qualification or compliance, in each case where it has not already done so. The Company shall notify the Purchasers by e-mail as promptly as practicable, and in any event, within forty-eight (48) hours, after any Registration Statement is declared effective and shall simultaneously provide the Purchasers with access to a copy of any related prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall be entitled to suspend the effectiveness of a Registration Statement at any time prior to the expiration of the Effectiveness Period during a Blackout Period for the reasons and time periods set forth in the definition thereof. After the SEC Effective Date, any Holder whose securities were registered pursuant to a Registration Statement may at any time and from time to time request in writing to sell pursuant to a prospectus or a prospectus supplement Registrable Securities of such Holder available for sale pursuant to the Registration Statement. If the Company is not in a Blackout Period, the Company shall use its commercially reasonable efforts to, not later than the fifth Trading Day after the receipt of such notice cause to be filed the prospectus or a prospectus supplement; provided any request for a prospectus supplement may be withdrawn by the initiating Holder prior to the filing thereof. If the Company is in a Blackout Period during the time such request is made, the Company shall use its commercially reasonable efforts to, not later than the fifth Trading Day after the cessation of the Blackout Period to cause to be filed the prospectus or a prospectus supplement; provided any request for a prospectus supplement may be withdrawn by the initiating Holder prior to the filing thereof. Notwithstanding the foregoing, in the event that the Staff does not permit the registration of any Registrable Securities, or otherwise limits the number of Registrable Securities that may be sold pursuant to such Registration Statement, or any successor registration statement, by virtue of the Commission informing the Company that (i) the offering of any of the Registrable Securities constitutes a primary

offering of securities by the Company, (ii) Rule 415 may not be relied upon for the registration of the resale of any or all of the Registrable Securities, and/or (iii) a Holder of any Registrable Securities must be named as an underwriter and such Holder does not consent to be so named in such Registration Statement, then the Company may remove from such Registration Statement such number of Registrable Securities as specified by the Commission (such Registrable Securities, the "**Cut-Back Shares**") on behalf of all of the holders of Registrable Securities from the shares of Common Stock issued, on a pro-rata basis among the holders thereof and shall be applied first to any of the Registrable Securities of such Purchaser as such Purchaser shall designate, unless otherwise required pursuant to Commission Guidance or any other restrictions or limitations on the registration and resale of the Registrable Securities required by the Commission ("**Commission Restrictions**"), or the Purchasers otherwise agree; provided, however that the Company has used commercially reasonable efforts to advocate with the Commission (x) for the registration of all of the Registrable Securities in accordance with the Commission Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09), and (y) that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Purchasers is an "underwriter". In such event, the Company shall give the applicable holders of Registrable Securities prompt notice of the number of Cut-Back Shares excluded from such Registration Statement. The Company shall, at the first opportunity that is permitted by the Commission, register for resale the Cut-Back Shares (pro rata among the Holders of such Cut-Back Shares) using one or more registration statements that it is then entitled to use; provided, however, that the Company shall not be required to register such Cut-Back Shares during a Blackout Period. The Company shall use its commercially reasonable efforts to cause each such registration statement to be declared effective under the Securities Act as soon as possible, and shall use its commercially reasonable efforts to keep such registration statement continuously effective under the Securities Act during the entire Effectiveness Period.

(b) Liquidated Damages. If a Registration Event occurs, then the Company will make payments to each Holder of Registrable Securities, as liquidated damages to such Holder by reason of the Registration Event and not as a penalty, of an amount in cash equal to 1.0% of the aggregate original purchase price paid by such Holder for such Registrable Securities, for each 30-day period (or pro rata for any portion thereof) following the occurrence of a Registration Event until the earlier of (1) the date on which the all Registration Events are cured or (2) the date on which the Registrable Securities become eligible for resale by non-affiliates pursuant to Rule 144 without manner of sale or volume restrictions. The amounts payable pursuant to the foregoing sentence are referred to collectively as "**Liquidated Damages**." The Liquidated Damages shall be paid no later than five (5) days after the end of each such 30-day period. Interest shall accrue at the rate of 1% per month on any such Liquidated Damages payments that shall not be paid by the applicable payment date until such amount is paid in full. The parties agree that notwithstanding anything to the contrary herein or in the Purchase Agreement, no Liquidated Damages shall be payable with respect to any period after the expiration of the Effectiveness Period and in no event shall the aggregate amount of Liquidated Damages payable to a Holder exceed, in the aggregate, 5% of the aggregate purchase price paid by such Holder pursuant to the Purchase Agreement. Unless otherwise specified in this Section 3(b), the Liquidated Damages pursuant to the terms hereof shall apply on a daily pro-rata basis for any portion of such 30-day period prior to the cure of all the Registration Events. Such payments shall constitute the Purchasers' exclusive monetary remedy for such events except in the case of the Company's bad faith or willful breach. Notwithstanding the foregoing, nothing shall preclude any Holder from pursuing or obtaining any available remedies at law, specific performance or other equitable relief with respect to this Section 3(b) in accordance with applicable law. The Company shall not be liable for Liquidated Damages under this Agreement as to any Cut-Back Shares that are not permitted by the Commission to be included in a Registration Statement due to Commission Guidance or Commission Restrictions from the time that it is determined that such Registrable Securities are not permitted to be registered until such time until such time as the Company is able to effect the registration of such Cut-Back Shares in accordance with any Commission Guidance or Commission Restrictions applicable to such Cut-Back Shares, in which case (i) all of the provisions of this Section 3 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions relating thereto) shall again be applicable to such Cut-Back Shares and (ii) the Liquidated Damages shall be calculated to only apply to the percentage of Cut-Back Shares which are then permitted in accordance with Commission Guidance or Commission Restrictions to be included in such or any successor registration statement(s). The

Registration Effectiveness Deadline shall be extended without default or Liquidated Damages hereunder in the event that the Company's failure to obtain the effectiveness of the Registration Statement on a timely basis results from the failure of a Holder to timely provide the Company with information requested by the Company and necessary to complete the Registration Statement in accordance with the requirements of the Securities Act (in which the Registration Effectiveness Deadline would be extended with respect to Registrable Securities held by such Holder).

(c) Secondary Offering. If the Company receives a written notice from a Holder or Holders of at least twenty percent (20%) of the Registrable Securities then outstanding (the "**Requesting Holders**") that they desire to distribute Registrable Securities held by them (or a portion thereof) of at least (i) 3,000,000 shares of Registrable Securities (as adjusted for any stock split, dividend, combination or other recapitalization from the date hereof) or (ii) an estimated market value of at least $10,000,000, in either case by means of an underwritten offering or a block trade (a "**Secondary Offering**"), the Company shall: (i) use commercially reasonable efforts to promptly engage one or more underwriter(s) or investment bank(s) to conduct such Secondary Offering; and (ii) promptly give notice of such Secondary Offering (each such request shall be referred to herein as a "**Demand Takedown**") at least ten (10) Business Days prior to the anticipated filing date of the prospectus or supplement relating to such Secondary Offering to the other Holders and thereupon shall use its commercially reasonable efforts to effect, as expeditiously as possible, the offering in such Secondary Offering of: (A) subject to the restrictions set forth in this Section 3(c), all Registrable Securities for which the Requesting Holders have requested to be included in such Secondary Offering, and (B) subject to the restrictions set forth in this Section 3(c), all other Registrable Securities that any other Holders (all such other Holders, together with the Requesting Holders, the "**Selling Holders**") have requested the Company to offer in such Secondary Offering by request received by the Company within five (5) Business Days after the Company has delivered notice of the Demand Takedown, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Securities so to be offered. The Company shall only be required to effectuate one Secondary Offering within any six-month period. The underwriter(s) or investment bank(s) will be selected by the Holders of a majority of the Registrable Securities held by all Holders providing such notice and reasonably acceptable to the Company (such approval not to be unreasonably conditioned, withheld or delayed). All Holders proposing to distribute their securities through such Secondary Offering shall enter into an underwriting agreement or other agreement(s), including, if requested by the managing underwriter or investment bank, any lock-up or market standoff agreements, in customary form with the underwriter(s) or investment bank(s) selected for such Secondary Offering as may be mutually agreed upon among the Company, the underwriter(s) or investment bank(s) and Holders of a majority of the Registrable Securities to be offered in such Secondary Offering. In connection with a Secondary Offering, the Company shall enter into and perform its obligations under an underwriting agreement or other agreement(s), in usual and customary form as may be mutually agreed upon among the Company, the underwriter(s) or investment bank(s) and the Holders of a majority of the Registrable Securities to be included in such Secondary Offering. Notwithstanding any other provision of this Section 3(c), if the managing underwriter in good faith advises the Selling Holders and the Company in writing that the inclusion of all Registrable Securities proposed to be included by the Selling Holders would materially and adversely interfere with the successful marketing of such offering, then the number of shares, including the Registrable Securities, that may be included in such Secondary Offering shall be allocated among such Holders of Registrable Securities, and any other holders of shares, as follows: (i) first, the Registrable Securities to be included in such Secondary Offering by the Selling Holders in proportion (as nearly as practicable) to the number of Registrable Securities proposed to be sold by each such Selling Holder or in such other proportion as shall mutually be agreed to by all such Selling Holders; and (ii) second to the Company, if the Company desires to sell any shares of Common Stock or other securities in such offering and (iii) third to all other holders of securities included in the Secondary Offering. The provisions of this Section 3(c) shall apply, mutatis mutandis, to any future registration rights agreements entered into by the Company such that the Company shall be required to give notice of a Secondary Offering (or equivalent term) under such other registration rights agreement to Holders and permit Holders to participate in such Secondary Offering as Selling Holders.

(d) Piggyback Registrations.

(i) With respect to any Registrable Securities not otherwise included in a Registration Statement pursuant to Section 3(a) as a result of any limitation imposed by the Staff, or otherwise (the "**Excluded Registrable Securities**"), whenever the Company proposes to register (including, for this purpose, a registration effected by the Company for other stockholders) any of its securities under the Securities Act (other than pursuant to (x) a Registration Statement pursuant to Section 3(a) hereof or (y) registration pursuant to a registration statement on Form S-4 or S-8 or any successor forms thereto), and the registration form to be used may be used for the registration of Registrable Securities, the Company will give written notice to each holder of Excluded Registrable Securities of its intention to effect such a registration and will, subject to the provisions of Subsection 3(e)(ii) hereof, include in such registration all Excluded Registrable Securities with respect to which the Company has received a written request for inclusion therein within five (5) days after the receipt of the Company's notice (a "**Piggyback Registration**").

(ii) If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's securities, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability of the offering, the Company will include in such registration a pro rata share of Excluded Registrable Securities requested to be included in such Registration Statement as calculated by dividing the number of Excluded Registrable Securities requested to be included in such Registration Statement by the number of the Company's securities requested to be included in such Registration Statement by all selling security holders. In such event, the holder of Excluded Registrable Securities shall continue to have registration rights under this Agreement with respect to any Excluded Registrable Securities not so included in such Registration Statement.

(iii) Notwithstanding the foregoing, if, at any time after giving a notice of Piggyback Registration and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each record holder of Excluded Registrable Securities and, following such notice, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Excluded Registrable Securities in connection with such registration, and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Excluded Registrable Securities for the same period as the delay in registering such other securities.

4. Registration Procedures. The Company will keep each Holder reasonably advised as to the filing and effectiveness of the Registration Statement. At its expense with respect to the Registration Statement, the Company will use its commercially reasonable efforts to:

(a) prepare and file with the Commission with respect to the Registrable Securities, a Registration Statement in accordance with Section 3(a) hereof, and use its commercially reasonable efforts to cause such Registration Statement to become effective and to remain effective for the Effectiveness Period;

(b) not name any Holder in the Registration Statement as an underwriter without that Holder's prior written consent;

(c) provide any Holder, any underwriter participating in any disposition pursuant to a Registration Statement, and any attorney, accountant or other agent retained by any Holder or underwriter (each, an "**Inspector**" and, collectively, the "**Inspectors**"), the reasonable opportunity to review and comment on such Registration Statement, each prospectus included therein or filed with the Commission and each amendment or supplement thereto;

(d) for a reasonable period prior to the filing of the Registration Statement pursuant to this Agreement, make reasonably available for inspection and copying by the Inspectors such financial and other information and books and records, pertinent corporate documents and properties of the Company and its subsidiaries and cause the officers, directors, employees, counsel and independent certified public accountants of the Company and its subsidiaries to respond to such inquiries and to supply

all information reasonably requested by any such Inspector in connection with such Registration Statement, as shall be reasonably necessary to conduct a reasonable investigation within the meaning of the Securities Act; provided that any and all information provided to the Holder pursuant to the exercise of this right shall remain confidential to each Holder until such information otherwise becomes public, unless disclosure by a Holder is required by law;

(e) if the Registration Statement is subject to review by the Commission, use its commercially reasonable efforts to promptly respond to all comments, diligently pursue resolution of any comments to the satisfaction of the Commission and file all amendments and supplements to such Registration Statement as may be required to respond to comments from the Commission and otherwise to enable such Registration Statement to be declared effective;

(f) furnish upon request, without charge, to each Holder of Registrable Securities covered by such Registration Statement (i) a reasonable number of copies of such Registration Statement (including any exhibits thereto other than exhibits incorporated by reference), each amendment and supplement thereto as such Holder may reasonably request, (ii) such number of copies of the prospectus included in such Registration Statement (including each preliminary prospectus and any other prospectus filed under Rule 424 of the Securities Act) as such Holders may reasonably request, in conformity with the requirements of the Securities Act, and (iii) such other documents as such Holder may reasonably require to consummate the disposition of the Registrable Securities owned by such Holder, but only during the Effectiveness Period; provided that the Company shall have no obligation to furnish any document pursuant to this clause that is available on the Electronic Data Gathering, Analysis, and Retrieval ("**EDGAR**") system;

(g) use its reasonable best efforts to register or qualify the securities covered by such Registration Statement under such other applicable securities laws of such jurisdictions within the United States, including Blue Sky laws, as any Holder of Registrable Securities covered by such Registration Statement reasonably requests and as may be reasonably necessary for the marketability of the Registrable Securities (such request to be made by the time the applicable Registration Statement is deemed effective by the Commission) and do any and all other acts and things reasonably necessary to enable such Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holder; provided, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph or (ii) consent to general service of process in any such jurisdiction where it has not already done so;

(h) promptly as practicable after becoming aware of any event, notify each Holder of Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that will, after the occurrence of such event, cause the prospectus included in such Registration Statement, if not amended or supplemented, to contain an untrue statement of a material fact or an 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 and the Company shall promptly thereafter prepare and furnish to such Holder a supplement or amendment to such prospectus (or prepare and file appropriate reports under the Exchange Act) so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any 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, unless suspension of the use of such prospectus otherwise is authorized herein or in the event of a Blackout Period, in which case no supplement or amendment need be furnished (or Exchange Act filing made) until the termination of such suspension or Blackout Period; provided that any and all information provided to the Holder pursuant to such notification shall remain confidential to each Holder until such information otherwise becomes public, unless disclosure by a Holder is required by law;

(i) use commercially reasonable efforts to comply, and continue to comply during the Effectiveness Period, in all material respects with the Securities Act and the Exchange Act and with all applicable rules and regulations of the Commission, including, without limitation, Rule 172, file any final prospectus, including any supplement or amendment thereof, with the Commission pursuant to Rule 424, promptly inform the Purchasers in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Purchasers are

required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration and disposition of the Registrable Securities hereunder;

(j) as promptly as practicable after becoming aware of such event, notify each Holder of Registrable Securities being offered or sold pursuant to the Registration Statement of the issuance by the Commission or any other federal or state governmental authority of any stop order or other suspension of effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(k) use commercially reasonable efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the Holders and underwriters to consummate the disposition of Registrable Securities;

(l) enter into customary agreements (including any underwriting agreements in customary form, including any representations and warranties and lock-up provisions therein), and take such other actions as may be reasonably required in order to expedite or facilitate the disposition of Registrable Securities;

(m) use its commercially reasonable efforts to furnish, or cause to be furnished, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance reasonably acceptable to the managing underwriter, addressed to the underwriters and (ii) a "comfort" letter dated as of such date, from the independent certified public accountants of the Company, in form and substance reasonably acceptable to the managing underwriter, addressed to the underwriters;

(n) provide officers' certificates and other customary closing documents;

(o) use its commercially reasonable efforts to cause or maintain the shares of Common Stock to be quoted or listed on an Approved Market;

(p) cooperate with each Holder and each underwriter participating in the disposition of such Registrable Securities and underwriters' counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority ("**FINRA**");

(q) provide a transfer agent and registrar, which may be a single entity, for the shares of Common Stock at all times and cooperate with the Holders to facilitate the timely preparation and delivery of the Registrable Securities to be delivered to a transferee pursuant to the Registration Statement (whether electronically or in certificated form) which Registrable Securities shall be free, to the extent permitted by (and solely to the extent the Holders comply with the requirements of) the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request;

(r) cooperate with the Holders of Registrable Securities being offered pursuant to the Registration Statement to issue and deliver, or cause its transfer agent to issue and deliver, certificates or evidence of book-entry positions representing Registrable Securities to be offered pursuant to the Registration Statement within a reasonable time after the delivery of certificates or evidence of book-entry positions representing the Registrable Securities to the transfer agent or the Company, as applicable, and enable such certificates or positions to be in such denominations or amounts as the Holders may reasonably request and registered in such names as the Holders may request;

(s) notify the Holders and their counsel as promptly as reasonably possible: (i)(A) when a prospectus or any prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "no review," "review" or a "completion of a review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each of the Holders that

pertain to the Holders as a selling stockholder, but not information which the Company believes would constitute material and non-public information); and (C) with respect to each Registration Statement or any post-effective amendment, when the same has been declared effective, provided, however, that such notice under this clause (C) shall be delivered to each Holder; (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or prospectus or for additional information that pertains to the Holders as selling stockholders; and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose;

(t) during the Effectiveness Period, refrain from bidding for or purchasing any Common Stock or any right to purchase Common Stock or attempting to induce any person to purchase any such security or right if such bid, purchase or attempt would in any way limit the right of the Holders to sell Registrable Securities by reason of the limitations set forth in Regulation M of the Exchange Act;

(u) use its commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement or suspending or preventing the use of any related prospectus, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment;

(v) use commercially reasonable efforts to assist a Holder in facilitating any sales (including but not limited to private sales) or other transfers of Registrable Securities by, among other things, providing officers' certificates and other customary closing documents reasonably requested by a Holder;

(w) cooperate with any broker-dealer through which a Holder proposes to resell its Registrable Securities in effecting a filing with the FINRA Corporate Financing Department pursuant to FINRA Rule 5110, as requested by any such Holder, and the Company shall pay the filing fee required by such filing within two (2) Trading Days of the request therefor;

(x) cause legal counsel to the Company, at the Company's expense, to issue to the transfer agent for the Common Stock, within one (1) Trading Day after the SEC Effective Date, or as soon as practicable thereafter, a "blanket" legal opinion in customary form to the effect that the shares covered by the Registration Statement have been registered for resale under the Securities Act and may be reissued to each selling stockholder named in the Registration Statement without any legend or restriction relating to their status as "restricted securities" or securities held by affiliates, as defined in Rule 144; provided that such legal counsel shall have received such documentation reasonably deemed necessary by it to issue such opinion;

(y) with a view to making available to the Purchasers the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the Commission that may at any time permit the Purchasers to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; (ii) file with the Commission in a timely manner (without giving effect to any extensions pursuant to Rule 12b-25 under the Securities Act or any other applicable grace period) all reports and other documents required of the Company under the Exchange Act; and (iii) furnish electronically to each Purchaser upon request, as long as such Purchaser owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Purchaser of any rule or regulation of the Commission that permits the selling of any such Registrable Securities without registration; and

(z) take all other commercially reasonable actions necessary to enable, expedite or facilitate the Holders to dispose of the Registrable Securities by means of the Registration Statement during the Term.

5. Obligations of the Holders.

(a) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(j) hereof or of the commencement of a Blackout Period (which notice shall not include material non-public information), such Holder shall discontinue the disposition of Registrable Securities included in such Registration Statement until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4(j) hereof or notice of the end of the Blackout Period. The foregoing right to delay or suspend may be exercised by the Company for no longer than seventy-five (75) Trading Days in any consecutive 12-month period (and for the avoidance of doubt, if the delay or suspension relates to a Blackout Period, the period of delay or suspension shall also count against the maximum number of days for Blackout Periods in the definition of such term).

(b) The Holders of the Registrable Securities shall provide such information as may reasonably be requested by the Company in connection with the preparation of any registration statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 3(a) of this Agreement and in connection with the Company's obligation to comply with federal and applicable state securities laws, including a completed selling securityholder questionnaire or any update thereto not later than three (3) Business Days following a request therefore from the Company.

(c) Each Holder, by its 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 its election to exclude all of its Registrable Securities from such Registration Statement.

6. Registration Expenses. The Company shall pay all expenses in connection with any registration obligation provided herein, including, without limitation, all registration, filing, stock exchange fees, printing expenses, any FINRA filing fees, all fees and expenses of complying with applicable securities or blue sky laws, and the fees and disbursements of counsel for the Company and of the Company's independent accountants and excluding any underwriting discounts and selling commissions and all legal fees and expenses of legal counsel for any Holder; . Except as provided in Section 8 of this Agreement or otherwise agreed to by the Company, the Company shall not be responsible for the expenses of any attorney or other advisor employed by a Holder or for any other fees, disbursements and expenses incurred by Holders not specifically agreed to in this Agreement.

7. Assignment of Rights. No Holder may assign its rights under this Agreement to any party without the prior written consent of the Company; provided, however, that any Holder may assign its rights under this Agreement without such consent (a) to a Permitted Assignee as long as (i) such transfer or assignment is effected in accordance with applicable securities laws; (ii) such transferee or assignee agrees in writing to become bound by and subject to the terms of this Agreement; and (iii) such Holder notifies the Company in writing of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned; or (b) as otherwise permitted under the Purchase Agreement. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities.

8. Indemnification.

(a) To the fullest extent permitted by applicable law, the Company shall, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, each Holder, its affiliates directors, officers, stockholders, members, managers, partners, employees and agents and each other person, if any, who controls or is under common control with such Holder within the meaning of Section 15 of the Securities Act (collectively, the "**Holder Indemnified Parties**"), against any losses, claims,

damages or liabilities, joint or several, and expenses to which the Holder Indemnified Parties may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement prepared and filed by the Company under which Registrable Securities were registered under the Securities Act, any preliminary prospectus, free writing prospectus as defined under Rule 433(d) of the Securities Act ("**Free Writing Prospectus**"), final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, or arise out of or are based upon any omission or alleged omission to state therein a material fact required to be stated or necessary to make the statements therein in light of the circumstances in which they were made not misleading, and the Company shall reimburse the Holder Indemnified Parties for any legal or any other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, damage, liability, action or proceeding; provided, however, that the Company shall not be liable in any such case (i) to the extent, but only to the extent, that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon (x) an untrue statement in or omission from such registration statement, any such preliminary prospectus, Free Writing Prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with written information furnished by a Holder or its representative (acting on such Holder's behalf) to the Company expressly for use in the preparation thereof or (y) the failure of a Holder to comply with the covenants and agreements contained in Section 5 hereof respecting the sale of Registrable Securities. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder Indemnified Parties and shall survive the transfer of such shares by the Holder.

(b) As a condition to including Registrable Securities in any registration statement filed pursuant to this Agreement, each Holder agrees, severally and not jointly, to be bound by the terms of this Section 8 and to indemnify and hold harmless, to the fullest extent permitted by law, the Company, each of its directors, officers, partners, and each underwriter, if any, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which the Company or any such director or officer or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement of a material fact contained in any registration statement, any preliminary prospectus, Free Writing prospectus, final prospectus, summary prospectus, amendment or supplement thereto, or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or omission is included or omitted in reliance upon and in conformity with written information furnished by the Holder or its representative (acting on such Holder's behalf) to the Company expressly for use in the preparation thereof, and such Holder shall reimburse the Company, and its directors, officers, partners, and any such controlling persons for any reasonable external legal or other expenses reasonably incurred by them in connection with investigating, defending, or settling any such loss, claim, damage, liability, action, or proceeding; provided, however, that the indemnity obligation contained in this Section 8(b) shall in no event exceed the amount of the net proceeds received by such Holder as a result of the sale of such Holder's 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 the Company or any such director, officer or controlling person and shall survive the transfer by any Holder of such shares.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in this Section 8 (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the indemnifying party of the commencement of such action; provided, however, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Section 8, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice in any material respect. In case any such action is brought against an indemnified party, unless in the reasonable judgment of counsel to such indemnified party a conflict of interest between such indemnified party and indemnifying parties may exist or the indemnified party may have defenses not available to the indemnifying party in respect of such claim, the indemnifying party shall be entitled to participate in and to assume the defense thereof, with counsel

reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties arises in respect of such claim or the indemnified party may have defenses not available to the indemnifying party in respect of such claim after the assumption of the defenses thereof or the indemnifying party fails to defend such claim in a diligent manner, other than reasonable costs of investigation. Neither an indemnified party nor an indemnifying party shall be liable for any settlement of any action or proceeding effected without its consent (which shall not be unreasonably withheld or delayed). No indemnifying party shall, without the consent of the indemnified party, consent to entry of any judgment or enter into any settlement, which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. Notwithstanding anything to the contrary set forth herein, and without limiting any of the rights set forth above, in any event any party shall have the right to retain, at its own expense, counsel with respect to the defense of a claim. Each indemnified party shall furnish such information regarding itself or the claim in question as an indemnifying party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If an indemnifying party does not or is not permitted to assume the defense of an action pursuant to Section 8(c) or in the case of the expense reimbursement obligation set forth in Sections 8(a) and 8(b), the indemnification required by Sections 8(a) and 8(b) 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 expenses, losses, damages, or liabilities are incurred.

(e) If the indemnification provided for in Sections 8(a) and 8(b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense (i) in such proportion as is appropriate to reflect the proportionate relative fault of the indemnifying party on the one hand and the indemnified party on the other (determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission), or (ii) if the allocation provided by clause (i) above is not permitted by applicable law or provides a lesser sum to the indemnified party than the amount hereinafter calculated, then in such proportion as is appropriate to reflect not only the proportionate relative fault of the indemnifying party and the indemnified party, but also the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other, as well as any other relevant equitable considerations. Notwithstanding any other provision of this Section 8(e), no Holder shall be required to contribute any amount in excess of the amount by which the net proceeds received by such Holder from the sale of the Registrable Securities pursuant to the Registration Statement exceeds the amount of damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement of a material fact or omission, except in the case of fraud or willful misconduct. No indemnified party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any indemnifying party who was not guilty of such fraudulent misrepresentation.

(f) The indemnity and contribution agreements contained in this Section 8 are in addition to any liability that the indemnifying parties may have to the indemnified parties and are not in diminution or limitation of the indemnification provisions under the Purchase Agreement.

9. Rule 144. The Company shall timely file all reports required to be filed by the Company after the date hereof under the Exchange Act and the rules and regulations adopted by the Commission thereunder, and if the Company is not required to file reports pursuant to such sections, it will prepare and furnish to the Purchasers and make publicly available in accordance with Rule 144(c) such information as is required for the Purchasers to sell shares of Common Stock under Rule 144.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in the state courts of Delaware and the United States District Court located in the State of Delaware, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(b) No Piggyback on Registrations; Prohibition on Filing Other Registration Statements. Except for the Registrable Securities, neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) are entitled to include securities of the Company in any of the Registration Statements. The Company shall not file any other registration statements, other than on Forms S-4 or S-8 or their then equivalents, until all Registrable Securities are registered pursuant to a Registration Statement that is declared effective by the Commission, provided that this Section 10(b) shall not prohibit the Company from filing amendments to registration statements filed prior to the date of this Agreement.

(c) Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, Permitted Assignees, executors and administrators of the parties hereto.

(d) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and shall not enter, on or after the date of this Agreement, into any agreement with respect to its securities that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(e) Entire Agreement. This Agreement and the documents, instruments and other agreements specifically referred to herein or delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof.

(f) Notices, etc. All notices, consents, waivers, and other communications which are required or permitted under this Agreement shall be in writing will be deemed given to a party (a) upon receipt, when personally delivered; (b) one (1) Business Day after deposit with a nationally recognized overnight courier service with next day delivery specified, costs prepaid on the date of delivery, if delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (c) the date of transmission if sent by e-mail with confirmation of transmission by the transmitting equipment if such notice or communication is delivered prior to 5:00 P.M., New York City time, on a Trading Day, or the next Trading Day after the date of transmission, if such notice or communication is delivered on a day that is not a Trading Day or later than 5:00 P.M., New York City time, on any Trading Day, provided confirmation of email is kept on file, whether electronically or otherwise, by the sending party and the sending party does not receive an automatically generated message from the recipients email server that such e-mail could not be delivered to such recipient; (d) the date received or rejected by the addressee, if sent by certified mail, return receipt requested, postage prepaid; or (e) seven (7) days after the placement of the notice into the mails (first class postage prepaid), to the party at the address or e-mail address furnished by the such party,

If to the Company, to:
MedAvail Holdings, Inc.
4720 E Cotton Gin Loop
Suite 200
Phoenix, AZ 85040
Attention: Mark Doerr and Ramona Seabaugh

with copy to:

Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
Palo Alto, CA 94304
Attention: Philip Oettinger and Eric Hsu

if to a Holder, to:

such Holder at the address set forth on the signature page hereto or in the Company's records;

or at such other address as any party shall have furnished to the other parties in writing in accordance with this Section 10(f).

(g) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement, or any waiver on the part of any Holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

(h) Counterparts. This Agreement may be executed in any number of counterparts, , each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. In the event that any signature is delivered by an e-mail, which contains a copy of an executed signature page such as a portable document format (.pdf) file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such e-mail of an executed signature page such as a .pdf signature page were an original thereof.

(i) Severability. In the case any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be replaced with a valid, legal and enforceable provision that as closely as possible reflects the parties' intent with respect thereto, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Amendments. Except as otherwise provided herein, the provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived, with and only with an agreement or consent in writing signed by the Company and the Majority Holders; provided, however, that this Agreement may not be amended and the observance of any term hereof may not be waived with respect to any Holder without the written consent of such Holder if such amendment or waiver on its face materially and adversely affects the rights of such Holder under this Agreement in a manner that is different than the other Holders. The Holders acknowledge that by the operation of this Section 10(j), the Majority Holders may have the right and power to diminish or eliminate all rights of the Holders under this Agreement.

(k) Independent Nature of Holders' Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters and the Company acknowledges

that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Except as expressly provided herein, each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained herein was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Holder. Except as expressly provided herein, it is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

[*signature pages follow*]

This Registration Rights Agreement is hereby executed as of the date first above written.

The Company:

MEDAVAIL HOLDINGS, INC.

By: _____
Name: Ramona Seabaugh
Title: Chief Financial Officer

This Registration Rights Agreement is hereby executed as of the date first written above.

PURCHASER

REDMILE CAPITAL FUND, LP
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:
Facsimile:

This Registration Rights Agreement is hereby executed as of the date first written above.

PURCHASER

REDMILE CAPITAL OFFSHORE MASTER FUND, LTD.
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:
Facsimile: _____

This Registration Rights Agreement is hereby executed as of the date first written above.

PURCHASER

REDMILE STRATEGIC MASTER FUND, LP – CLASS C
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:
Facsimile: _____

This Registration Rights Agreement is hereby executed as of the date first written above.

PURCHASER

REDMILE STRATEGIC MASTER FUND, LP – CLASS D
By: Redmile Group, LLC, its investment manager

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:
Facsimile: _____

This Registration Rights Agreement is hereby executed as of the date first written above.

PURCHASER

REDCO II MASTER FUND, L.P.
By: RedCo II (GP), LLC, its general partner

By: _____
Name: Joshua Garcia
Title: Authorized Signatory

Address of Executive Offices:

One Letterman Drive, Suite D3-300
San Francisco, CA 94129

IRS Tax Identification Number:

Telephone Number:

415-489-9980

Facsimile Number:

N/A

E-mail Address:

operations@redmilegrp.com

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

N/A
Email:
Facsimile:

This Registration Rights Agreement is hereby executed as of the date first above written.

Purchaser:

ALLY BRIDGE MEDALPHA MASTER FUND L.P.
By: Ally Bridge Group (NY) LLC, its manager

By: _____
Name: Anna Yaeger
Title: President and Portfolio Manager
Address of Executive Offices:
430 Park Avenue, 12th Floor
New York, NY 10022

IRS Tax Identification Number:

Telephone Number:
(646) 809-3771
Facsimile Number:
N/A
E-mail Address:

michael.bendetson@ally-bridge.com

This Registration Rights Agreement is hereby executed as of the date first above written.

Purchaser:

ABG WTT-MEDAVAIL LIMITED

By: _____
Name: Chon Charles Chungsik, its Director
Address:
Unit 3002-3004, 30/F.,
Gloucester Tower The Landmark,
15 Queen's Road Central, Hong Kong

This Registration Rights Agreement is hereby executed as of the date first above written.

Purchaser:

ALYESKA INVESTMENT GROUP, L.P.
By: _____
Name:
Title:
Address of Executive Offices:
—
—

IRS Tax Identification Number:

Telephone Number:

Facsimile Number:

E-mail Address:

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:
—
—
—

Email:
Facsimile:

This Registration Rights Agreement is hereby executed as of the date first above written.

Purchaser:

FCP Biotech Holding GmbH
By: Stefan Heisserer
Name: Managing Director
Title: FCP Biotech Holding GmbH
Address of Executive Offices:

FCP Biotech Holding GmbH
Freihamer Str. 2
82166 Graefelfing
Germany

IRS Tax Identification Number:

Telephone Number:

Facsimile Number:

E-mail Address:

Additional copies of notices pursuant to the Agreement shall be delivered but not constitute notice, to:

Email:
Facsimile:

THE OFFER AND SALE OF THESE SECURITIES AND THE SECURITIES ISSUABLE UPON EXERCISE OF THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES 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; PROVIDED THAT IN CONNECTION WITH ANY FORECLOSURE OR TRANSFER OF THE SECURITIES, THE TRANSFEROR SHALL COMPLY WITH THE PROVISIONS HEREIN, IN THE SECURITIES PURCHASE AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT, AND UPON FORECLOSURE OR TRANSFER OF THE SECURITIES, SUCH FORECLOSING PERSON OR TRANSFEREE SHALL COMPLY WITH ALL PROVISIONS CONTAINED HEREIN, IN THE SECURITIES PURCHASE AGREEMENT AND THE REGISTRATION RIGHTS AGREEMENT.

MEDAVAIL HOLDINGS, INC.

WARRANT TO PURCHASE COMMON STOCK

Warrant No. 2022-[ ] Original Issue Date: [__], 2022[1]

MedAvail Holdings, Inc., a Delaware corporation (the "*Company*"), hereby certifies that, for value received, _____ or its permitted registered assigns (the "*Holder*"), is entitled to purchase from the Company up to a total of _____[2] shares of common stock, $0.001 par value per share (the "*Common Stock*"), of the Company (each such share, a "*Warrant Share*" and all such shares, the "*Warrant Shares*") at an exercise price per share equal to $1.25 per share (as adjusted from time to time as provided in Section 9 herein, the "*Exercise Price*"), at any time and from time to time on or after [__], 2022[3] (the "*Original Issue Date*") and through and including 5:30 P.M., New York City time, on [__], 2027[4] (the "*Expiration Date*"), and subject to the following terms and conditions:

This Warrant (this "*Warrant*") is one of a series of similar warrants issued pursuant to that certain Securities Purchase Agreement, dated March 30, 2022, by and among the Company and the Purchasers identified therein (the "*Purchase Agreement*"). All such Warrants are referred to herein, collectively, as the "*Warrants*."

[1] NTD: To be date of First Closing or Second Closing.
[2] NTD: 50% warrant coverage
[3] NTD: To be date of First Closing or Second Closing.
[4] NTD: To be 5 years from closing date.

1. Definitions. In addition to the terms defined elsewhere in this Warrant, capitalized terms that are not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

2. Registration of Warrants. The Company shall register this Warrant, upon records to be maintained by or on behalf of the Company for that purpose (the "*Warrant Register*"), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any registered assignee to which this Warrant is permissibly assigned hereunder) from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary. This Warrant may be, at the option of the Holder, either (x) represented by an original Warrant certificate or (y) issued by book-entry registration in the Warrant Register. For the avoidance of doubt, any Warrant issued by book-entry registration in the Warrant Register shall nonetheless be subject to the terms and conditions of such Warrant certificate to the same extent as if such Warrant were represented by an original Warrant certificate.

3. Registration of Transfers. Subject to the restrictions on transfer set forth in Section 7 of the Purchase Agreement and compliance with all applicable securities laws, the Company shall register any transfer in accordance with the terms and conditions of Section 7 of the Purchase Agreement of all or any portion of this Warrant in the Warrant Register, upon surrender of this Warrant, with the Form of Assignment attached as Schedule 2 hereto duly completed and signed, to the Company's transfer agent or to the Company at its address specified in the Purchase Agreement. Notwithstanding the foregoing, no surrender of a Warrant shall be required if such Warrant is represented by book-entry registration in the Warrant Register. Upon any such registration or transfer, a new warrant to purchase Common Stock in substantially the form of this Warrant (any such new warrant, a "*New Warrant*") evidencing the portion of this Warrant so transferred shall be issued to the transferee, and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations in respect of the New Warrant that the Holder has in respect of this Warrant. The Company shall prepare, issue and deliver at its own expense any New Warrant under this Section 3.

4. Exercise and Duration of Warrants.

(a) All or any part of this Warrant which has not terminated pursuant to the second sentence of this Section 4(a) shall be exercisable by the registered Holder at any time and from time to time on or after the Original Issue Date and through and including 5:30 P.M., New York City time, on the Expiration Date, subject to the conditions and restrictions contained in this Warrant. Upon 5:30 P.M., New York City time, on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value and this Warrant shall be terminated and no longer outstanding.

(b) The Holder may exercise this Warrant by delivering to the Company (i) an exercise notice, in the form attached as Schedule 1 hereto (the "*Exercise Notice*"), completed and duly signed, and (ii) payment of the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised. The date on which the Exercise Notice is delivered to the Company (as determined in accordance with the notice provisions hereof) is an "*Exercise Date*." Within two (2) days following the delivery of the Exercise Notice (the "*Payment Deadline*"), the Holder shall make payment with respect to the Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised; provided that the Company's obligations to deliver such Warrant Shares shall be delayed on a day-for-day basis each day after the Payment Deadline such payment of the Exercise Price is not paid. The delivery by (or on behalf of) the Holder of

the Exercise Notice and the applicable Exercise Price as provided above shall constitute the Holder's certification to the Company that its representations contained in Section 3 of the Purchase Agreement are true and correct as of the Exercise Date as if remade in their entirety, unless specifically made as of a prior date in which case they shall be true and correct as of such date (or, in the case of any transferee Holder that is not a party to the Purchase Agreement, such transferee Holder's certification to the Company that such representations are true and correct as to such transferee Holder as of the Exercise Date). The Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date the final Exercise Notice is delivered to the Company. Notwithstanding the foregoing, (i) execution and delivery of the Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares, if any, and (ii) no surrender of a Warrant shall be required if such Warrant is represented by book-entry registration in the Warrant Register.

5. Delivery of Warrant Shares.

(a) Subject to Section 4(b), upon exercise of this Warrant, the Company shall promptly (but no later than two (2) Trading Days after the Exercise Date (or three (3) Trading Days after the Exercise Date if the last of the Exercise Notice, the Exercise Price (if applicable) and opinion of counsel referred to below in this Section 5(a) (if applicable) is delivered after 5:00 P.M., New York City time, on the Exercise Date) or as soon as reasonably practicable in the event that a certificate is requested (such time, the "*Delivery Deadline*")) issue or cause to be issued and cause to be delivered to or upon the written order of the Holder and in such name or names as the Holder may designate (*provided* that, if the Registration Statement is not effective and the Holder directs the Company to deliver a certificate for the Warrant Shares in a name other than that of the Holder or an Affiliate of the Holder, it shall deliver to the Company on the Exercise Date an opinion of counsel reasonably satisfactory to the Company to the effect that the issuance of such Warrant Shares in such other name may be made pursuant to an available exemption from the registration requirements of the Securities Act and all applicable state securities or blue sky laws), (i) an electronic delivery of the Warrant Shares to the Holder's account at the Depository Trust Company ("*DTC*") or a similar organization, or (ii) if requested by the Holder, a certificate for the Warrant Shares issuable upon such exercise, free of restrictive legends, unless in the case of clause (i) and (ii) a registration statement covering the resale of the Warrant Shares and naming the Holder as a selling stockholder thereunder is not then effective and the Warrant Shares are not freely transferable without volume and manner of sale restrictions pursuant to Rule 144 under the Securities Act, in which case such Holder shall receive a book-entry notation for the Warrant Shares issuable upon such exercise with appropriate restrictive legends. The Holder, or any Person permissibly so designated by the Holder to receive Warrant Shares, shall be deemed to have become the holder of record of such Warrant Shares as of the Exercise Date. If the Warrant Shares are to be issued free of all restrictive legends, the Company shall, upon the written request of the Holder, use its commercially reasonable efforts to deliver, or cause to be delivered, Warrant Shares hereunder electronically through DTC or another established clearing corporation performing similar functions, if available; provided, that, the Company may, but will not be required to, change its transfer agent if its current transfer agent cannot deliver Warrant Shares electronically through such a clearing corporation.

(b) To the extent permitted by law, the Company's obligations to issue and deliver Warrant Shares in accordance with and subject to the terms hereof [(including the limitations set forth in Section 12 below)][5] are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof,

[5] NTD: for Alyeska warrant only.

the recovery of any judgment against any Person or any action to enforce the same. Nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver the Warrant Shares upon exercise of the Warrant as required pursuant to the terms hereof.

(c) For the avoidance of doubt, the terms and provisions of this Section 5 shall apply to any cash exercise of this Warrant effected pursuant to Section 6 below.

6. Forced Conversion.

(a) On or Following the Twelve Month Anniversary. If, for any thirty (30) Trading Day period beginning on or following the twelve (12) month anniversary of the Original Issue Date, the Closing Sale Price of the Common Stock is equal to or greater than the Exercise Price (subject to any adjustment pursuant to Section 9(a)(i)-(iii)) for at least fifteen (15) Trading Days within such period, then the Company shall have the right, in its sole discretion and upon notice (the "*Forced Conversion Notice*") delivered to the Holder, to force the Holder to cash exercise this Warrant with respect to the number of Warrant Shares that represents up to the lesser of (i) one-third (1/3) of the Warrant Shares originally subject to this Warrant (irrespective of any exercise of this Warrant but subject to any adjustment pursuant to Section 9(a)(i)-(iii)), or (ii) the unexercised portion of this Warrant. The number of Warrant Shares subject to a Forced Conversion Notice delivered pursuant to this Section 6(a) shall be exclusive of any Warrant Shares subject to a Forced Conversion Notice delivered pursuant to Section 6(b).

(b) On or Following the Twenty-Four Month Anniversary. If, for any thirty (30) Trading Day period beginning on or following the twenty-four (24) month anniversary of the Original Issue Date, the Closing Sale Price of the Common Stock is equal to or greater than Two Dollars and Fifty Cents ($2.50) (subject to any adjustment pursuant to Section 9(a)(i)-(iii)) for at least fifteen (15) Trading Days within such period, then the Company shall have the right, in its sole discretion and upon a Forced Conversion Notice delivered to the Holder, to force the Holder to cash exercise this Warrant with respect to that many Warrant Shares representing up to the lesser of (i) one-third (1/3) of the Warrant Shares originally subject to this Warrant (irrespective of any exercise of this Warrant but subject to any adjustment pursuant to Section 9(a)(i)-(iii)), or (ii) the unexercised portion of this Warrant. The number of Warrant Shares subject to a Forced Conversion Notice delivered pursuant to this Section 6(b) shall be exclusive of any Warrant Shares subject to a Forced Conversion Notice delivered pursuant to Section 6(a).

(c) Forced Conversion Payment Deadline. Within two (2) days following the delivery of the Forced Conversion Notice (the "*Forced Conversion Payment Deadline*"), the Holder shall make payment with respect to the Exercise Price for the number of Warrant Shares being exercised as set forth in the Forced Conversion Notice in immediately available funds by wire transfer to an account designated by the Company in the Forced Conversion Notice. The delivery of the applicable Exercise Price shall constitute the Holder's certification to the Company that its representations contained in Section 3 of the Purchase Agreement are true and correct as of the date of such exercise as if remade in their entirety (or, in the case of any transferee Holder that is not a party to the Purchase Agreement, such transferee Holder's certification to the Company that such representations are true and correct as to such transferee Holder as of the Exercise Date). In the event that the Holder does not deliver the Exercise Price in full, as set forth in the Forced Conversion Notice, by the Forced Conversion Payment Deadline, then the Warrant shall no longer be exercisable with respect to the portion of the Warrant Shares set forth in such Forced Conversion Notice that were not exercised.

7. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation

hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction (in such case) and, in each case, a customary and reasonable indemnity and surety bond, if requested by the Company. Applicants for a New Warrant under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe. If a New Warrant is requested as a result of a mutilation of this Warrant, then the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares that are initially issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable. The Company will take all commercially reasonable actions as may be necessary to assure that such shares of Common Stock may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any securities exchange or automated quotation system upon which the Common Stock may be listed.

9. Certain Adjustments. 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 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides its outstanding shares of Common Stock into a larger number of shares, or (iii) combines its 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, the numerator of which shall be the number of shares of Common Stock outstanding immediately before such event and the denominator of which 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.

(b) Fundamental Transactions. If a Fundamental Transaction (as defined below) occurs at any time while this Warrant is outstanding, then following such Fundamental Transaction the Holder shall have the right to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the number of Warrant Shares then issuable upon exercise in full of this Warrant without regard to any limitations on exercise contained herein
For purposes of Rule 144 promulgated under the Securities Act, it is intended, understood and acknowledged that the Warrant Shares issued in such transaction shall be deemed to have been acquired by the initial Holder, and the holding period for the Warrant Shares shall be deemed to have commenced, on the date this Warrant was originally issued pursuant to the Purchase Agreement (provided that the Commission continues to take the position that such treatment is proper at the time of such exercise).

(c) Number of Warrant Shares. Simultaneously with any adjustment to the Exercise Price pursuant to paragraph (a) of this Section 9, 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 increased or decreased number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment.

(d) Calculations. All calculations under this Section 9 shall be rounded down to the nearest whole cent or the nearest whole share, as applicable.

(e) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 9, the Company at its expense will, at the written request of the Holder, promptly compute such adjustment, in good faith, in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Company's transfer agent.

(f) Notice of Corporate Events. If, while this Warrant is outstanding, the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock, including, without limitation, any granting of rights or warrants to subscribe for or purchase any capital stock of the Company, (ii) enters into any agreement contemplating or solicits stockholder approval for any "*Fundamental Transaction*" (which is defined as (1) any merger or consolidation of the Company with or into another Person, in which the Company is not the surviving entity and in which the stockholders of the Company immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation, (2) pursuant to any tender offer or exchange offer (whether by the Company or another Person), holders of capital stock tender shares representing more than 50% of the voting power of the capital stock of the Company and the Company or such other Person, as applicable, accepts such tender for payment, (3) the Company consummates a stock sale or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than the 50% of the voting power of the capital stock of the Company (except for any bonafide financing transaction or any such transaction in which the stockholders of the Company immediately prior to such transaction maintain, in substantially the same proportions, the voting power of such Person immediately after the transaction), (4) any sale of all or substantially all of the Company's and its subsidiaries' assets, taken as a whole, (5) any reclassification of the Common Stock (other than a change to par value, or from par value to no par value or changes resulting from a combination or subdivision), or (6) any statutory exchange of the outstanding shares of Common Stock, as a result of which, the holders of the Common Stock would be entitled to receive, or their Common Stock would be converted into, or exchanged for, shares, stock, other securities, or other property or assets (including cash or any combination thereof), then, to the extent then permitted under applicable laws, rules and regulations (including the rules of the Nasdaq Stock Market or any exchange on which the Common Stock is then listed) or (iii) authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then, except if such notice and the contents thereof shall be deemed to constitute material non-public information, the Company shall deliver to the Holder a notice of such transaction prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction; provided, however, that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public

information regarding the Company or any of its subsidiaries, the Company shall simultaneously file such notice with the Commission (as defined in the Purchase Agreement) pursuant to a Current Report on Form 8-K.

(g) Notwithstanding anything to the contrary herein, in no event will any adjustment to the Exercise Price pursuant to this Section 9 (other than an adjustment pursuant to Section 9(a)(i)-(iii)) result in the Exercise Price being lower than the closing price of the Common Stock of the Company on the Nasdaq Global Market on March 30, 2022.

10. Definitions. For purposes of this Warrant:

"*Approved Market*" shall have the meaning ascribed to such term in the Registration Rights Agreement.

"*Closing Sale Price*" means, for any security as of any date, the last trade price for such security on the Approved Market for such security, as reported by Bloomberg Financial Markets, or, if such Approved Market begins to operate on an extended hours basis and does not designate the last trade price, then the last trade price of such security prior to 4:00 P.M., New York City time, as reported by Bloomberg Financial Markets, or if the foregoing do 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 Financial Markets, or, if no last trade price is reported for such security by Bloomberg Financial Markets, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the "pink sheets" by 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 determined by the Board of Directors using its good faith judgment. The Board of Directors' determination shall be binding upon all parties absent demonstrable error. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

"*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.

"*Registration Rights Agreement*" shall mean that certain Registration Rights Agreement dated as of March 30, 2022.

"*Trading Day*" shall have the meaning ascribed to such term in the Registration Rights Agreement.

11. Notice of Restricted Legend Event. The Company shall provide to the Holder prompt written notice if after the Original Issue Date the Company is unable to issue the Warrant Shares without restrictive legend, because the Commission has issued a stop order with respect to, or the Commission or Company has otherwise suspended or withdrawn, a Registration Statement covering the resale of the Warrant Shares, either temporarily or permanently, or otherwise (each a "*Restrictive Legend Event*"). To the extent that (A) a Restrictive Legend Event occurs, (B) at such time the Warrant Shares would be saleable under Rule 144 without compliance with the manner of sale or volume restrictions, (C) the Company has delivered the notice described in the immediately preceding sentence, and (D) the Holder attempts to exercise the Warrant after receipt of such notice by paying cash, the Holder shall be entitled to rescind the previously submitted Exercise Notice and the Company shall return all consideration paid by Holder for such Warrant Shares upon such rescission.

12. [Reserved][Limitations on Exercise[6]. Notwithstanding anything to the contrary contained herein, the number of Warrant Shares that may be acquired by the Holder upon any exercise of this Warrant (or otherwise in respect hereof) shall be limited to the extent necessary to ensure that, immediately prior to or following such exercise (or other issuance), the total number of shares of Common Stock then beneficially owned by the Holder and its Affiliates and any other Persons whose beneficial ownership of Common Stock would be aggregated with the Holder's for purposes of Section 13(d) of the Exchange Act, does not exceed 9.99% (the "*Maximum Percentage*") of the total number of then issued and outstanding shares of Common Stock (including for such purpose the shares of Common Stock issuable upon such exercise). For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by such Person and its Affiliates and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by the Holder and its Affiliates (including, without limitation, any convertible notes or convertible preferred stock or warrants) subject to a limitation on conversion or exercise analogous to the limitation contained herein. Except as set forth in the preceding sentence (other than the proviso thereto), for purposes of this paragraph (including the proviso in the immediately preceding sentence), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act; it being acknowledged by the Holder that the Company is not representing to such Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and such Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 12 applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by such Holder) and of which a portion of this Warrant is exercisable shall be in the sole discretion of a Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by such Holder) and of which portion of this Warrant is exercisable, in each case subject to such aggregate percentage limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 12, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Form 10-Q or Form 10-K, as the case may be, (y) a more recent public announcement by the Company or (z) any other notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written request of the Holder, the Company shall within three (3) Trading Days confirm in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Warrants, by the Holder and its Affiliates since the date as of which such number of outstanding shares of Common Stock was reported. By written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage not in excess of 19.99% specified in such notice; provided that (i) any such increase will not be effective until the sixty-first (61^{st}) day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to the Holder and not to any other holder of Warrants. The provisions of this paragraph shall not apply to the Holder if the aggregate number of shares beneficially owned by the Holder and its Affiliates, calculated in accordance with Section 13(d) of the Exchange Act, exceed 19.99% immediately prior to the Closing. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 12 to

[6] NTD: Only for the Alyeska fund.

correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation.]

13. No Fractional Shares. No fractional Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional shares that would otherwise be issuable, the number of Warrant Shares to be issued shall be rounded down to the next whole number and the Company shall pay the Holder in cash the fair market value (based on the Closing Sale Price) for any such fractional shares.

14. Notices. Any and all notices or other communications or deliveries hereunder (including, without limitation, any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in the Purchase Agreement prior to 5:30 P.M., New York City time, on a Trading Day, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number specified in the Purchase Agreement on a day that is not a Trading Day or later than 5:30 P.M., New York City time, on any Trading Day, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service specifying next business day delivery, and (iv) upon actual receipt by the Person to whom such notice is required to be given, if by hand delivery. The address and facsimile number of a Person for such notices or communications shall be as set forth in the Purchase Agreement unless changed by such Person by two (2) Trading Days' prior written notice to the other Persons in accordance with this Section 14.

15. Warrant Agent. The Company shall serve as warrant agent under this Warrant. Upon fifteen (15) days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or stockholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

16. Miscellaneous.

(a) Charges, Taxes and Expenses. Issuance and delivery of certificates for shares of Common Stock, if any, upon exercise of this Warrant shall be made without charge to the Holder for any issue or transfer tax, transfer agent fee or other incidental tax or expense (excluding any applicable stamp duties) in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or the Warrants in a name other than that of the Holder or an Affiliate thereof. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

(b) No Rights as a Stockholder. The Holder, solely in such Person's 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 such Person's 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, amalgamation, 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 such Person 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 (except 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.

(c) No Avoidance. Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate or articles of incorporation or through any reorganization, transfer of assets, consolidation, merger, 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, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (a) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (b) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant, and (c) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof as may be necessary to enable the Company to perform its obligations under this Warrant.

(d) Successors and Assigns. Subject to the restrictions on transfer set forth in this Warrant and in Section 7 of the Purchase Agreement, and compliance with applicable securities laws, this Warrant may be assigned by the Holder. This Warrant may not be assigned by the Company without the written consent of the Holder except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the Company and the Holder and their respective successors and permitted assigns. Subject to the preceding sentence, nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant. This Warrant may be amended only in writing signed by the Company and the Holder, or their successors and assigns.

(e) Amendment and Waiver. Except as otherwise provided herein, the provisions of the Warrants may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holders of Warrants representing no less than a majority of the Warrant Shares obtainable upon exercise of the Warrants then outstanding.

(f) Acceptance. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

(g) Governing Law; Jurisdiction. THIS WARRANT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS WARRANT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT IN THE STATE COURTS OF DELAWARE AND THE UNITED STATES DISTRICT COURT LOCATED IN THE STATE OF DELAWARE, AND EACH OF THE PARTIES HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE

VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF ANY SUCH COURT.

(h) Headings. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(i) Severability. In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby, and the Company and the Holder will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

MEDAVAIL HOLDINGS, INC.

By:
Name:
Title:

SCHEDULE 1

FORM OF EXERCISE NOTICE

[To be executed by the Holder to purchase shares of Common Stock under the Warrant]

Ladies and Gentlemen:

(1) The undersigned is the Holder of Warrant No. _____ (the "*Warrant*") issued by MedAvail Holdings, Inc., a Delaware corporation (the "*Company*"). Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Warrant.

(2) The undersigned hereby exercises its right to purchase _____ Warrant Shares pursuant to the Warrant.

(3) The Holder shall pay the sum of $_____ in immediately available funds to the Company in accordance with the terms of the Warrant.

(5) Pursuant to this Exercise Notice, the Company shall deliver to the Holder Warrant Shares determined in accordance with the terms of the Warrant. The Warrant Shares shall be delivered to the following DWAC Account Number:

(6) [Reserved][By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of shares of Common Stock (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934) permitted to be owned under Section 12 of the Warrant to which this notice relates][7].

(7) By its delivery of this Exercise Notice and pursuant to Section 4(b) of the Warrant, the undersigned certifies to the Company that its representations contained in Section 3 of the Purchase Agreement are true and correct as of the date hereof as if remade in their entirety (or, in the case of any transferee Holder that is not a party to the Purchase Agreement, such transferee Holder's certification to the Company that such representations are true and correct as to such transferee Holder as of the date hereof).

Dated:_____
Name of Holder: _____
By:_____
Name: _____
Title: _____
(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

[7] NTD: For Alyeska warrant only.

SCHEDULE 2

FORM OF ASSIGNMENT

[To be completed and executed by the Holder only upon transfer of the Warrant]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____(the "*Transferee*") the right represented by the within Warrant to purchase _____shares of Common Stock of MedAvail Holdings, Inc. (the "*Company*") to which the within Warrant relates and appoints _____ attorney to transfer said right on the books of the Company with full power of substitution in the premises. In connection therewith, the undersigned represents, warrants, covenants and agrees to and with the Company that:

(a) the offer and sale of the Warrant contemplated hereby is being made in compliance with Section 4(a)(1) of the United States Securities Act of 1933, as amended (the "*Securities Act*") or another valid exemption from the registration requirements of Section 5 of the Securities Act and in compliance with all applicable securities laws of the states of the United States;

(b) the undersigned has not offered to sell the Warrant by any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, and any seminar or meeting whose attendees have been invited by any general solicitation or general advertising;

(c) the undersigned has read the Transferee's investment letter included herewith, and to its actual knowledge, the statements made therein are true and correct; and

(d) the undersigned understands that the Company may condition the transfer of the Warrant contemplated hereby upon the delivery to the Company by the undersigned or the Transferee, as the case may be, of a written opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that such transfer may be made without registration under the Securities Act and under applicable securities laws of the states of the United States.

Dated: _____

(Signature must conform in all respects to name of holder as specified on the face of the Warrant)

Address of Transferee

MedAvail®

Corporate Presentation

Safe Harbor Statements

MedAvail Holdings, Inc. ("MedAvail") cautions you that the statements in this presentation that are not a description of historical fact are forward-looking statements which may be identified by use of the words such as "anticipate," "believe," "expand," "expect," "grow," "intend," "opportunity," "plan," "potential," "project", "target" and "will" among others. These forward-looking statements are based on MedAvail's current expectations and involve assumptions that may never materialize or may prove to be incorrect. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of the ability to project future cash utilization and resources need for contingent future liabilities and business operations, the availability of sufficient resources for combined company operations and to conduct or continue planned product development activities, the ability to execute on commercial objectives, regulatory developments and the timing and ability of MedAvail to raise additional capital to fund operations, and other factors , including, but not limited to, those factors discussed in the section entitled "Risk Factors" of our Current Report on Form 10-K filed on March 31, 2021 and on Form 10-Q filed on November 9, 2021. Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. We undertake no obligation to update any of these forward-looking statements for any reason, even if new information becomes available in the future, except as may be required by law. The risks and uncertainties may be amplified by the COVID-19 pandemic, which has caused significant economic uncertainty. The extent to which the COVID-19 pandemic impacts MedAvail's businesses, operations, and financial results, including the duration and magnitude of such effects, will depend on numerous factors, which are unpredictable, including, but not limited to, the duration and spread of the outbreak, its severity, the actions to contain the virus or treat its impact, and how quickly and to what extent normal economic and operating conditions can resume. You are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date on which they were made. MedAvail undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made, except as may be required by law.

MedAvail Current Snapshot

INVESTMENT HIGHLIGHTS

- ~$16.5B initial TAM – Medicare Part D revenue across 5,800 clinics in initial 6 states[1]
- Proprietary technology platform enables on-site pharmacy at the point of care which is increasingly essential for value-based care delivery
- Highly scalable hub and spoke delivery model
- Improves economics for at-risk Medicare providers
- Embedded in the growth algorithm of top Medicare clinic operators in key markets
- Near-term market expansion opportunities with further pharmacy management systems integrations

MedCenter

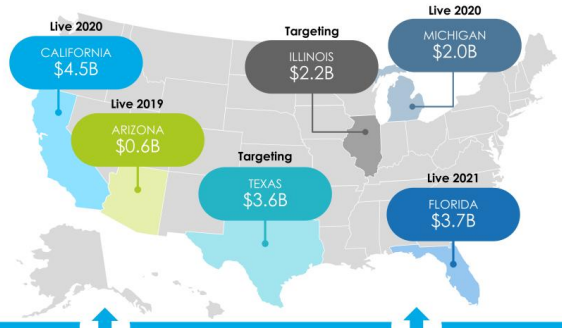
SpotRx Pharmacy

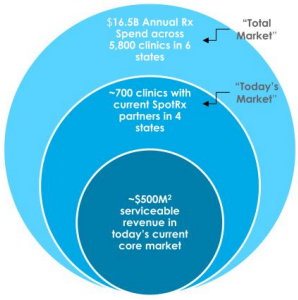
BUSINESS UPDATE

- 81 total embedded sites; 46 deployed in 2021
- 7 SpotRx hub pharmacies; 1 deployed in 2021
- 4 states; 1 new in 2021 (Florida)
- 20+ Medicare clinic partners; 8 new in 2021
- Appointed new CEO and CFO with Rx industry experience
- $22.1M total 2021 revenue; 138% YOY growth

1 Internal estimates based on 2017 CMS Medicare Provider Utilization and Payment Data: Part D Prescriber

Initial Target Markets – Estimated $16.5B[1] of Annual Prescription Revenue





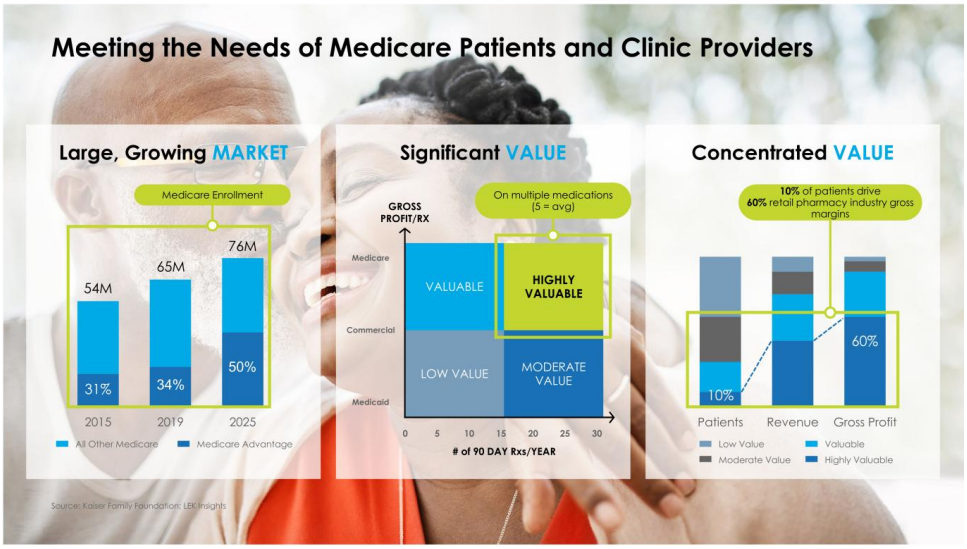
Increasing Medicare population and prescription utilization

Growing with expanding clinic partners while propelling new partnerships

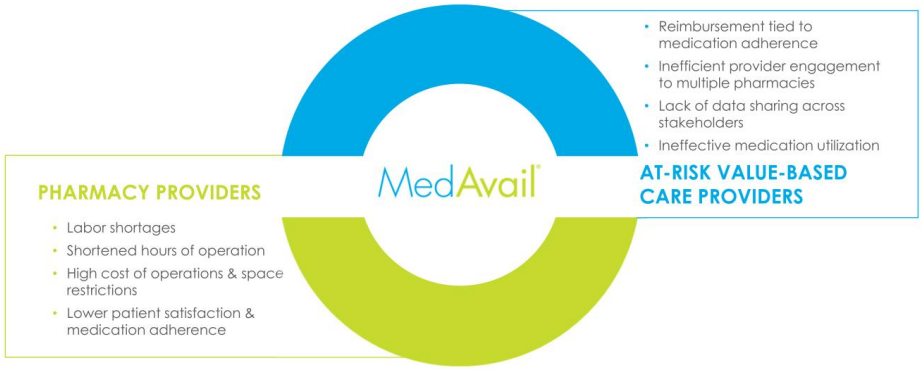
Meeting rising demand with proven model and scalable infrastructure for key markets

[1] Internal estimates based on 2017 CMS Medicare Provider Utilization and Payment Data: Part D Prescriber
[2] Internal estimates based on clinic qualification model and projected patient adoption rate

MedAvail


Meeting the Needs of Medicare Patients and Clinic Providers
Large, Growing MARKET
Medicare Enrollment
54M
65M
76M
31%
34%
50%
2015
2019
2025
All Other Medicare
Medicare Advantage
Significant VALUE
On multiple medications
(5 = avg)
GROSS PROFIT/RX
Medicare
Commercial
Medicaid
VALUABLE
HIGHLY VALUABLE
LOW VALUE
MODERATE VALUE
0 5 10 15 20 25 30
of 90 DAY Rxs/YEAR
Concentrated VALUE
10% of patients drive
60% retail pharmacy industry gross margins
10%
60%
Patients
Revenue
Gross Profit
Low Value
Valuable
Moderate Value
Highly Valuable
Source: Kaiser Family Foundation; LEK Insights

Fragmented Pharmacy Model Negatively Impacts At-Risk Providers



MedCenter and SpotRx Provide Flexible & Comprehensive Solutions

MedCenter®

Platform solution enables cost-effective pharmacy integration at the point of care to improve patient access and outcomes as well as improve provider satisfaction & reimbursement in a value/risk-based care model

Solution for pharmacy providers

SpotRx® Pharmacy

Turn-key, full-service pharmacy optimized to deliver tele-pharmacy care leveraging onsite MedCenters combined with convenient home delivery for healthcare organizations requiring pharmacy capabilities

Solution for at-risk Medicare providers

MedAvail®

Our Proprietary Platform: The MedCenter

Cost-effective prescription dispensing at the point of prescribing

ACCURACY
Barcode technology: Sophisticated robotic system reduces errors versus traditional systems

SAFETY
All regulated acts are performed under the supervision of licensed health professionals

TAILORED FOMULARY
Each MedCenter can support a different medication formulary tailored to clinical, demographic or business needs

DATA, SECURITY AND PRIVACY
Adheres to strict regulations required to permit remote dispensing, while ensuring patient safety and loss prevention

RELIABILITY | **FLEXIBILITY** | **CONVENIENCE**

MedAvail

SpotRx: Rapid Scaling through Hub and Spoke Model

SpotRx Pharmacy

- Rapid in-clinic, embedded deployment through proprietary MedCenter technology
- Localized inventory replenishment, including specialty medications
- Access to first fill and refills through onsite SpotRx MedCenter kiosk or home delivery
- On-site SpotRx clinic account manager for patients and clinic staff
- Opportunities for providers to drive patient adherence and satisfaction
- Delivering 90% Net Promotor Score[1]

Unique Embedded Pharmacy Model Results in Improved Medication Adherence and Satisfaction

[1] NPS measured from January 2020 to December 2020, N=6962

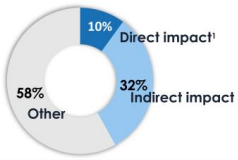
MedAvail

Medication Adherence Impact on Star Rating & Reimbursement

Star Ratings / Financial Impact

Clinics benefit from **reduced cost-of-care & improved Star Ratings** as a result of adherence, which results in Medicare Advantage bonuses.

Adherence impacts 42% of Star Ratings[1]



Net annual healthcare savings of $1K-$8K per member as a result of adherence[2]

- ~$8K for heart failure
- ~$4K for hypertension
- ~$4K for diabetes
- ~$1K for cholesterol

EMBEDDED PHARMACY OPPORTUNITY

Potential for Improved Outcomes

- **3.4x better adherence** at employer-sponsored sites with Embedded Pharmacy (Aguilar et al. 2015)
- Higher medication adherence resulted in cost **savings of $58 per member per month** (Wright &Gorman 2016)

Improved Reimbursement/ Less Risk for Providers and Plans[3]

- Medicare **directly ties physician reimbursement** to medication adherence: 4- & 5-star MA plans receive pay for **performance bonuses of ~$500/member/year**
- Improving from a 3- to a 4-Star Rating can **increase annual health plan revenues by 13.4 % to 17.6%**

Large, vertically-integrated players embracing embedded pharmacy

Cigna	Humana.	OPTUM Acquires genoa healthcare	Walgreens Boots Alliance Acquires SHIELDS
Embedded physical pharmacies	Retail pharmacies in medical office buildings	Behavioral health retail pharmacy	Health systems integrating pharmacies

Source: L.E.K. interviews and analysis.
1 Based on CMS; direct includes medication adherence for cholesterol, hypertension, and diabetes medications
2 Based on CVS Caremark study annual health care savings per member
3 Source: https://www.ajmc.com/contributor/jason-rose/2019/08/medication-adherence-the-lever-to-improve-medicare-advantage-star-ratings

MedAvail

Broadening Footprint with Strong Partnerships

1. Simple to embed integrated pharmacy solution
2. Delivering high patient & provider satisfaction
3. Driving improved patient outcomes: adherence
4. Leading to better clinic reimbursement

MedAvail

Expanding with Strategic Partners, into new Clinics and Markets

Initial pilot → expanded to 4 initial sites → 21 sites today in FL

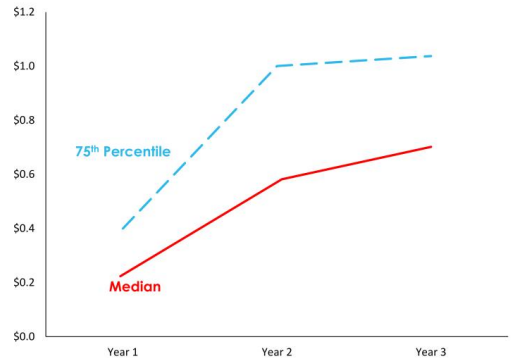
"After experiencing firsthand, the impactful difference our patients had with SpotRx embedded pharmacies in our clinics, we knew right away that SpotRx needed to be an integral part of our medical centers," said Dr. Mark Leenay, Chief Executive Officer of IMA Medical Group. "We are thrilled to be able to offer this differentiated solution in all of our clinics and further our efforts in providing our patients with the highest standard of care."

4 initial sites in FL → 4 additional sites recently contracted in CA

"Our partnership with SpotRx will enable us to provide a high touch pharmacy experience to our patients while also providing convenient on-site access to over-the-counter and prescription medications," said Dr. Richard Aguilar, Chief Clinical Officer of Cano Health. "We want to ensure that our patients receive high quality, affordable care and medication adherence plays an important role in population health management."

Historical Site Revenue Ramp

($ in millions)



KEY DRIVERS IMPACTING REVENUE RAMP

Timing
- New or existing clinic
- New or existing market

Volume Drivers
- Clinic staffing
- Patient penetration rates

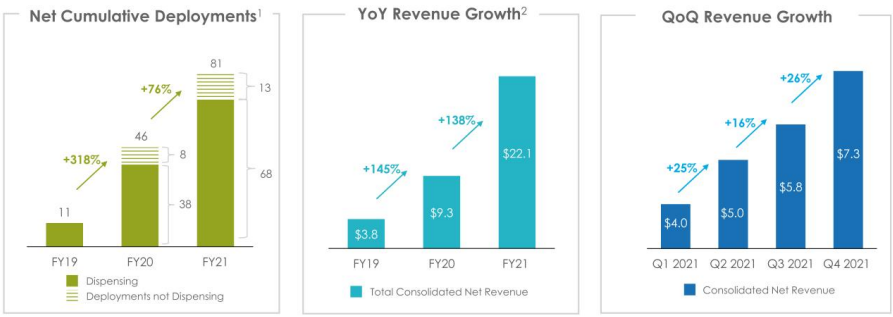
Average Sales Price Drivers
- Payer mix
- Prescription type (days supply, brand, generic, specialty)

~25 – 30 net new dispensing units in FY 2022

Notes
1. Sites included have been dispensing for continuous 18 months or longer, total sites as of 12/31/21 is 13.
2. Revenue ramp rates based on historical actuals for at least 18 months. Sites with less than 3 years of actuals, used most recent 2 month average straight-lined for remaining months.
3. Sites ramping during COVID

MedAvail

Deployment Momentum Drives Strong Revenue Growth

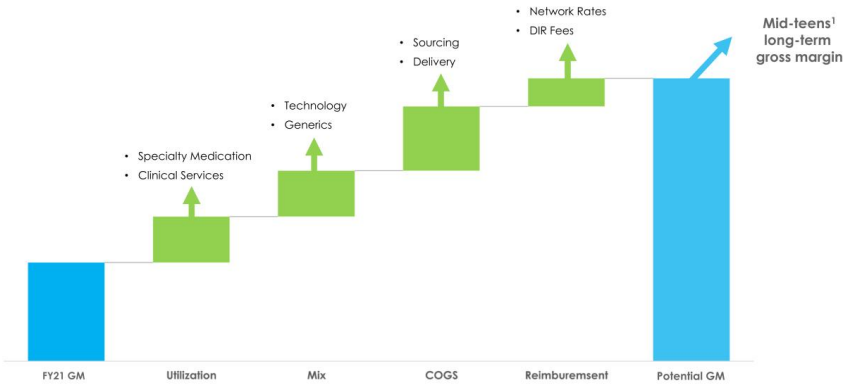


[1] *Net cumulative deployments excludes decommissioned clinics, pilot and demo sites.*

[2] *Net revenue in 2020 excludes a non-recurring benefit recognized in conjunction with a commercial agreement from 2018.*

MedAvail®

MedAvail has Multiple Avenues to Drive Potential Gross Margin Improvement



[1] Target based on industry average (Drug Channels Institute, Adam Fine, 2021)

MedAvail

Key Targeted Milestones

- Planned 50% growth in dispensing MedCenters to over 100 in existing markets
- Planned 20% reduction in quarterly cash burn by:
  - Gross margin improvement
  - Greater hub pharmacy utilization as clinics onboard and mature
  - Optimization of clinic and pharmacy labor
  - G&A leverage - existing team able to support increase in scale
- Technology business segment expansion with new partners leveraging the EPIC integration

Complementary Deployment Models Drive Expansion

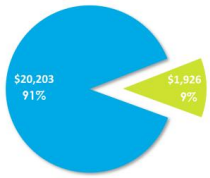
Pharmacy Revenue

- Full-service retail pharmacy platform where a centralized pharmacy supports and operates a network of kiosks
- Revenue from prescription & OTC product dispensing out of MedCenter & delivered to patients' home
- Segment focuses on the Medicare market (65+ year old) & at-risk providers

CanoHealth, CareMore Health, Cigna Medical Group, INNOVACARE, Oak Street Health, OPTUM Care

Segmented LTM Revenue[1]

(USD in thousands)



Technology Revenue

- MedCenter kiosk and software & maintenance for customers that operate their own pharmacies
- Revenues comprise of initial lump sum payments upon integration and monthly payments for software & maintenance
- Customer branded and customized patient workflow utilizing integration with customer pharmacy management System

HCA Healthcare, Texas Health Resources (Healing Hands. Caring Hearts.), Sam's Club

[1] As of 12/31/21

MedAvail

MedAvail Takeaways

Executing and growing traction with technology enabled embedded pharmacy platform

- New leadership with pharmacy experience focused on profitable growth
- Refined partner & clinic qualification model and improved go live playbook
- Well Established hub pharmacy infrastructure to support substantial and efficient growth in current markets
- Partnered with leading Medicare providers with aggressive expansion goals that include SpotRx
- Technology sales setting up for growth with EPIC integration

Appendix

Supplemental Financial Information

Consolidated Statement of Operations (Unaudited)

(In thousands)	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Revenue								
Pharmacy and hardware revenue (1)	$ 1,402	$ 2,259	$ 3,926	$ 3,009	$ 3,781	$ 4,725	$ 5,659	$ 6,954
Service revenue (1)	10	52	3,219	91	246	305	133	326
Total revenue	1,412	2,311	7,145	3,100	4,027	5,030	5,792	7,280
Cost of products sold and services:								
Pharmacy and hardware cost of products sold	1,385	1,826	2,132	3,250	3,526	4,679	5,539	7,562
Service cost of revenue	47	39	30	96	181	178	67	80
Total cost of products sold and services	1,432	1,865	2,162	3,346	3,707	4,857	5,606	7,642
Operating expense: (2)								
Pharmacy operations	1,192	1,183	1,576	2,195	2,593	3,085	3,750	4,068
General and administrative	3,307	3,464	3,297	5,795	5,676	5,737	5,320	5,544
Selling and marketing	793	619	665	1,206	1,534	1,613	1,909	2,148
Research and development	215	163	154	150	168	201	232	248
Merger expenses	-	1,283	1,324	2,084	-	-	-	-
Total operating expense	5,507	6,712	7,016	11,430	9,971	10,636	11,211	12,008
Operating loss	(5,527)	(6,266)	(2,033)	(11,676)	(9,651)	(10,463)	(11,025)	(12,370)
Other gain (loss), net	8	-	-	(118)	161	38	7	-
Interest income	8	7	-	28	40	27	7	5
Interest expense	(179)	(277)	(455)	(330)	(2)	(66)	(260)	(261)
Loss before income taxes	(5,690)	(6,536)	(2,488)	(12,096)	(9,452)	(10,464)	(11,271)	(12,626)
Income tax expense	-	-	-	-	-	-	(2)	-
Net loss	$ (5,690)	$ (6,536)	$ (2,488)	$ (12,096)	$ (9,452)	$ (10,464)	$ (11,273)	$ (12,626)

(1) Q3 2020 includes $1.5 million of hardware Revenue and $3.2 million of service software integration Revenue associated with a non-recurring commercial agreement.
(2) Certain operating expense activity was reclassified to be consistent with the presentation in Q4 2021. See comparative tables that follow.

MedAvail

Supplemental Financial Information

Operating Expense Reclassifications (Unaudited)

Q1 2020

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 1,192	$ 1,089	$ 103
General and administrative	3,307	3,500	(193)
Selling and marketing	793	703	90
Research and development	215	215	-
	$ 5,507	$ 5,507	$ -

Q2 2020

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 1,183	$ 1,116	$ 67
General and administrative	3,464	3,580	(116)
Selling and marketing	619	570	49
Research and development	163	163	-
Merger expenses	1,283	1,283	-
	$ 6,712	$ 6,712	$ -

Q3 2020

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 1,576	$ 1,450	$ 126
General and administrative	3,297	3,464	(167)
Selling and marketing	665	624	41
Research and development	154	154	-
Merger expenses	1,324	1,324	-
	$ 7,016	$ 7,016	$ -

Q4 2020

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 2,195	$ 2,032	$ 163
General and administrative	5,795	6,018	(223)
Selling and marketing	1,206	1,146	60
Research and development	150	150	-
Merger expenses	2,084	2,084	-
	$ 11,430	$ 11,430	$ -

Q1 2021

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 2,593	$ 1,911	$ 682
General and administrative	5,676	6,515	(839)
Selling and marketing	1,534	1,377	157
Research and development	168	168	-
	$ 9,971	$ 9,971	$ -

Q2 2021

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 3,085	$ 2,292	$ 793
General and administrative	5,737	6,646	(909)
Selling and marketing	1,613	1,497	116
Research and development	201	201	-
	$ 10,636	$ 10,636	$ -

Q3 2021

(In thousands)	Current Presentation	As Previously Reported	Change
Pharmacy operations	$ 3,750	$ 2,395	$ 1,355
General and administrative	5,320	6,805	(1,485)
Selling and marketing	1,909	1,779	130
Research and development	232	232	-
	$ 11,211	$ 11,211	$ -

MedAvail

Supplemental Financial Information

Revenue and Cost of Products Sold and Services (Unaudited)

(In thousands)	Q1 2020			Q2 2020			Q3 2020			Q4 2020		
	Retail Pharmacy Services	Pharmacy Technology	Total	Retail Pharmacy Services	Pharmacy Technology	Total	Retail Pharmacy Services	Pharmacy Technology	Total	Retail Pharmacy Services	Pharmacy Technology	Total
Revenue:												
Pharmacy and hardware Revenue:												
Retail pharmacy revenue	$ 1,297	$ -	$ 1,297	$ 1,713	$ -	$ 1,713	$ 2,185	$ -	$ 2,185	$ 2,532	$ -	$ 2,532
Hardware (1)	-	-	-	-	423	423	-	1,626	1,626	-	352	352
Subscription	-	105	105	-	123	123	-	115	115	-	125	125
Total pharmacy and hardware revenue	1,297	105	1,402	1,713	546	2,259	2,185	1,741	3,926	2,532	477	3,009
Service revenue:												
Software integration (1)	-	-	-	-	-	-	-	3,185	3,185	-	-	-
Software	-	-	-	-	10	10	-	15	15	-	3	3
Maintenance and support	-	10	10	-	13	13	-	17	17	-	18	18
Installation	-	-	-	-	28	28	-	-	-	-	27	27
Professional services and other	-	-	-	-	1	1	-	2	2	-	43	43
Total service revenue	-	10	10	-	52	52	-	3,219	3,219	-	91	91
Total revenue	1,297	115	1,412	1,713	598	2,311	2,185	4,960	7,145	2,532	568	3,100
Cost of products sold and services	1,338	94	1,432	1,679	186	1,865	2,042	120	2,162	2,685	661	3,346
Segment gross profit (loss)	$ (41)	$ 21	$ (20)	$ 34	$ 412	$ 446	$ 143	$ 4,840	$ 4,983	$ (153)	$ (93)	$ (246)

(1) Q3 2020 includes $1.5 million of hardware revenue and $3.2 million of software integration revenue associated with a non-recurring commercial agreement.

Supplemental Financial Information

Revenue and Cost of Products Sold and Services (Unaudited)

(In thousands)	Q1 2021 Retail Pharmacy Services	Q1 2021 Pharmacy Technology	Q1 2021 Total	Q2 2021 Retail Pharmacy Services	Q2 2021 Pharmacy Technology	Q2 2021 Total	Q3 2021 Retail Pharmacy Services	Q3 2021 Pharmacy Technology	Q3 2021 Total	Q4 2021 Retail Pharmacy Services	Q4 2021 Pharmacy Technology	Q4 2021 Total
Revenue:												
Pharmacy and hardware revenue:												
Retail pharmacy revenue	$ 3,418	$ -	$ 3,418	$ 4,494	$ -	$ 4,494	$ 5,445	$ -	$ 5,445	$ 6,846	$ -	$ 6,846
Hardware (1)	-	241	241	-	123	123	-	106	106	-	-	-
Subscription	-	122	122	-	108	108	-	108	108	-	108	108
Total pharmacy and hardware revenue	3,418	363	3,781	4,494	231	4,725	5,445	214	5,659	6,846	108	6,954
Service revenue:												
Software integration (1)	-	-	-	-	-	-	-	-	-	-	-	-
Software	-	33	33	-	41	41	-	51	51	-	134	134
Maintenance and support	-	31	31	-	40	40	-	44	44	-	47	47
Installation	-	16	16	-	12	12	-	11	11	-	-	-
Professional services and other	-	166	166	-	212	212	-	27	27	-	145	145
Total service revenue	-	246	246	-	305	305	-	133	133	-	326	326
Total revenue	3,418	609	4,027	4,494	536	5,030	5,445	347	5,792	6,846	434	7,280
Cost of products sold and services	3,329	378	3,707	4,435	422	4,857	5,366	240	5,606	6,901	741	7,642
Segment gross profit (loss)	$ 89	$ 231	$ 320	$ 59	$ 114	$ 173	$ 79	$ 107	$ 186	$ (55)	$ (307)	$ (362)

Supplemental Financial Information

Adjusted EBITDA – Non-GAAP Reconciliation (Unaudited)

(In thousands)	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021
Net loss	$ (5,690)	$ (6,536)	$ (2,488)	$ (12,096)	$ (9,452)	$ (10,464)	$ (11,273)	$ (12,626)
Adjustments to calculate EBITDA:								
Interest expense, net	171	270	455	302	(38)	39	253	256
Income tax expense	-	-	-	-	-	-	2	-
Depreciation and amortization	243	279	283	298	340	392	526	569
EBITDA	(5,276)	(5,987)	(1,750)	(11,496)	(9,150)	(10,033)	(10,492)	(11,801)
Adjustments as follows:								
Bad debt & service fees	-	-	-	75	-	-	-	-
Share-based compensation expense	84	86	65	145	260	323	365	257
Merger related expense	-	1,283	1,324	2,084	-	-	-	-
Other (income) loss, net	(8)	-	-	118	-	-	-	-
Inventory adjustment	-	-	-	352	-	-	-	626
Non-recuring commercial agreement (1)	-	-	(4,729)	-	-	-	-	-
Adjusted EBITDA	$ (5,200)	$ (4,618)	$ (5,090)	$ (8,722)	$ (8,890)	$ (9,710)	$ (10,127)	$ (10,918)

(1) Includes $1.5 million of hardware sales and $3.2 million of service software integration sales associated with a non-recurring commercial agreement.

Supplemental Financial Information

Non-GAAP Measures

To supplement our consolidated financial statements, which are prepared and presented in accordance with GAAP, we use the following non-GAAP financial measures: EBITDA, and Adjusted EBITDA. The presentation of this financial information is not intended to be considered in isolation or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP.

We define Adjusted EBITDA for a particular period as net (loss) income before interest, taxes, depreciation and amortization, and as further adjusted for bad debt and service fees, share-based compensation expense, merger related expenses, other (income) loss, net, non-recurring inventory impairment charges, and non-recurring contract revenue.

We use these non-GAAP financial measures for financial and operational decision-making and as a means to evaluate period-to-period comparisons. We believe that these non-GAAP financial measures provide meaningful supplemental information regarding our performance by excluding certain items that may not be indicative of our recurring core business operating results, like one-time transaction costs related to the reverse merger. We believe that both management and investors benefit from referring to these non-GAAP financial measures in assessing our performance and when planning, forecasting, and analyzing future periods. These non-GAAP financial measures also facilitate management's internal comparisons to our historical performance and liquidity as well as comparisons to our competitors' operating results. We believe these non-GAAP financial measures are useful to investors both because (1) they allow for greater transparency with respect to key metrics used by management in its financial and operational decision-making and (2) they are used by our institutional investors and the analyst community to help them analyze the health of our business.

There are a number of limitations related to the use of non-GAAP financial measures. We compensate for these limitations by providing specific information regarding the GAAP amounts excluded from these non-GAAP financial measures and evaluating these non-GAAP financial measures together with their relevant financial measures in accordance with GAAP.

MedAvail Announces Pricing of $50 Million Private Placement

Mississauga, Ontario and Phoenix, AZ—March 31, 2022— (Nasdaq: MDVL)— MedAvail Holdings, Inc. ("MedAvail"), a technology-enabled retail pharmacy company, today announced it has entered into a definitive securities purchase agreement for the sale of common stock and warrants to purchase common stock in a private placement with certain institutional and other accredited investors for gross proceeds to MedAvail of $50 million, before deducting placement agent commissions and other offering expenses.

Pursuant to the terms of the securities purchase agreement and following the completion of all closings of the private placement, MedAvail will issue approximately 47.1 million shares of common stock and warrants to purchase approximately 23.5 million shares of common stock. The shares of common stock will be sold for a price of $1.0625 per share. Each purchaser will also receive a warrant to purchase 50% of the number of shares purchased under the securities purchase agreement by such purchaser. The warrants will have a per share exercise price of $1.25 and will be exercisable by the holder at any time on or after the issuance date for a period of five years. In addition, the warrant terms provide MedAvail with a call option to force the warrant holders to exercise up to two-thirds of the warrant shares subject to each warrant, with one-third of the warrant shares being callable beginning on each of the 12 month and 24 month anniversaries of the warrant issuance dates, in each case until the expiration of the warrants, and subject to the satisfaction of certain pricing conditions relating to the trading of MedAvail's shares. If all warrants that are sold and issued in the private placement following the completion of all closings are fully exercised, then MedAvail would receive gross proceeds of approximately $29.4 million.

The private placement is expected to have a first close on or about April 1, 2022, subject to the satisfaction of customary closing conditions. Additional details regarding the private placement will be included in a Form 8-K to be filed by MedAvail with the Securities and Exchange Commission ("SEC").

MedAvail intends to utilize the net proceeds for general corporate purposes and to fund its strategic initiatives.

The securities to be sold in the private placement have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or any state or other jurisdiction's securities laws, and may not be resold absent registration under, or exemption from registration under, the Securities Act. MedAvail has agreed to file a registration statement with the SEC registering the resale of the shares of common stock to be issued and sold in the private placement, together with the shares of common stock underlying the warrants issued in the private placement, within 60 days of the applicable closing of the private placement in which such securities were purchased.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

Cowen acted as the placement agent for the private placement. Lake Street acted as financial advisor.

About MedAvail
MedAvail Holdings, Inc. (NASDAQ: MDVL) is a technology-enabled pharmacy organization, providing turnkey in-clinic pharmacy services through its proprietary robotic dispensing platform, the MedAvail MedCenter, and home delivery operations, to Medicare clinics. MedAvail helps patients to optimize drug adherence, resulting in better health outcomes. Learn more at www.medavail.com.

Forward-Looking Statements

All statements in this press release that are not historical are forward-looking statements, including, among other things, statements relating to the MedAvail's expectations regarding the expected gross proceeds from, and the timing of the expected closing of, the private placement. These statements are not historical facts but rather are based on the MedAvail's current expectations, estimates, and projections regarding its business, operations and other similar or related factors. Words such as "may," "will," "could," "would," "should," "anticipate," "predict," "potential," "continue," "expect," "intend," "plan," "project," "believe," "estimate," and other similar or related expressions are used to identify these forward-looking statements, although not all forward-looking statements contain these words. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties, and assumptions that are difficult or impossible to predict and, in some cases, beyond the MedAvail's control. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described in the MedAvail's filings with the SEC, including but not limited to risks discussed under the heading "Risk Factors" in MedAvail's Annual Report on Form 10-K, filed with the SEC on March 29, 2022, and other filings MedAvail makes with the SEC in the future. MedAvail undertakes no obligation to revise or update information in this release to reflect events or circumstances in the future, even if new information becomes available.

###

Contacts:
Investor Relations
Caroline Paul
Gilmartin Group
ir@medavail.com

SOURCE MedAvail Holdings, Inc.

MedAvail Announces First Closing of Private Placement

Mississauga, Ontario and Phoenix, AZ—April 4, 2022— (Nasdaq: MDVL)— MedAvail Holdings, Inc. ("MedAvail"), a technology-enabled retail pharmacy company, today announced the first closing of a private placement for the sale of approximately 37.6 million shares of common stock at an offering price of $1.0625 per share, together with the issuance of warrants to purchase approximately 18.8 million shares of common stock. The first closing of the private placement resulted in gross proceeds to MedAvail of $40 million, before deducting placement agent commissions and other offering expenses.

MedAvail intends to utilize the net proceeds for general corporate purposes and to fund its strategic initiatives.

The securities sold in the private placement have not been registered under the Securities Act of 1933, as amended (the "Securities Act") or any state or other jurisdiction's securities laws, and may not be resold absent registration under, or exemption from registration under, the Securities Act. MedAvail has agreed to file a registration statement with the SEC registering the resale of the shares of common stock to be issued and sold in the private placement, together with the shares of common stock underlying the warrants issued in the private placement, within 60 days of the applicable closing of the private placement in which such securities were purchased.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction.

Cowen acted as the placement agent for the private placement. Lake Street acted as financial advisor.

About MedAvail

MedAvail Holdings, Inc. (NASDAQ: MDVL) is a technology-enabled pharmacy organization, providing turnkey in-clinic pharmacy services through its proprietary robotic dispensing platform, the MedAvail MedCenter, and home delivery operations, to Medicare clinics. MedAvail helps patients to optimize drug adherence, resulting in better health outcomes. Learn more at www.medavail.com.

Forward-Looking Statements

All statements in this press release that are not historical are forward-looking statements, including, among other things, statements relating to the MedAvail's expectations regarding the expected gross proceeds from, and the timing of the expected closing of, the private placement. These statements are not historical facts but rather are based on the MedAvail's current expectations, estimates, and projections regarding its business, operations and other similar or related factors. Words such as "may," "will," "could," "would," "should," "anticipate," "predict," "potential," "continue," "expect," "intend," "plan," "project," "believe," "estimate," and other similar or related expressions are used to identify these forward-looking statements, although not all forward-looking statements contain these words. You should not place undue reliance on forward-looking statements because they involve known and unknown risks, uncertainties, and assumptions that are difficult or impossible to predict and, in some cases, beyond the MedAvail's control. Actual results may differ materially from those in the forward-looking statements as a result of a number of factors, including those described in the MedAvail's filings with the SEC, including but not limited to risks discussed under the heading "Risk Factors" in MedAvail's Annual Report on Form 10-K, filed with the SEC on March 29, 2022, and other filings MedAvail makes

with the SEC in the future. MedAvail undertakes no obligation to revise or update information in this release to reflect events or circumstances in the future, even if new information becomes available.

###

Contacts:
Investor Relations
Caroline Paul
Gilmartin Group
ir@medavail.com

SOURCE MedAvail Holdings, Inc.