UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

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

September 18, 2015
Date of Report (date of earliest event reported)

TransEnterix, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	0-19437	11-2962080
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

635 Davis Drive, Suite 300
Morrisville, North Carolina
(Address of principal executive offices)

919-765-8400
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

Membership Interest Purchase Agreement

On September 21, 2015, TransEnterix, Inc. (the "Company") announced that it had entered into a Membership Interest Purchase Agreement, dated September 18, 2015 (the "Purchase Agreement") with SOFAR S.p.A., (the "Seller"), Vulcanos S.r.l., as the acquired company, and TransEnterix International, Inc., a wholly owned subsidiary of the Company (the "Buyer"). The closing of the transactions contemplated by the Purchase Agreement occurred on September 21, 2015 (the "Closing Date") pursuant to which the buyer acquired all of the membership interests of the acquired company from the Seller, and changed the name of the acquired company to TransEnterix Italia S.r.l ("TransEnterix Italia"). The disclosure set forth below in Item 2.01 of this Current Report on Form 8-K relating to the Purchase Agreement and the transactions contemplated thereby is hereby incorporated into this item by reference.

The press release announcing the entry into the Purchase Agreement and the transactions contemplated thereby is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On the Closing Date, pursuant to the Purchase Agreement, the Company completed the strategic acquisition from SOFAR S.p.A. of all of the assets, employees and contracts related to the advanced robotic system for minimally invasive laparoscopic surgery known as TELELAP ALF-X (the "Acquisition Transaction").

Under the terms of the Purchase Agreement, the consideration consisted of the issuance of 15,543,413 shares of the Company's common stock (the "Securities Consideration") and approximately $25,000,000 U.S. Dollars and 27,500,000 Euro in cash consideration (the "Cash Consideration"). The Securities Consideration was issued in full at closing of the acquisition; the Cash Consideration will be paid in four tranches, with US$25,000,000 paid at closing and the remaining Cash Consideration of 27,500,000 Euro to be paid in three additional tranches based on achievement of negotiated milestones.

The issuance of the Securities Consideration was effected as a private placement of securities under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Regulation D promulgated thereunder. The Company entered into a Registration Rights Agreement with the Seller. The disclosure set forth below in Item 3.02 of this Current Report on Form 8-K relating to the Registration Rights Agreement and the transactions contemplated thereby is hereby incorporated into this item by reference.

The Purchase Agreement contains customary representations and warranties of the parties and the parties have customary indemnification obligations, which are subject to certain limitations described further in the Purchase Agreement.

In connection with entry into the Purchase Agreement, the Company sought the consent of Silicon Valley Bank ("SVB"), as a Lender, and Oxford Finance LLC ("Oxford"), as Lender and Collateral Agent under the Company's existing Amended and Restated Loan and Security Agreement, dated as of September 26, 2014, as amended by the First Amendment, dated August 14, 2015 (collectively, the "Loan Agreement"), and entered into the Consent and Second Amendment to Amended and Restated Loan Agreement (the "Second Amendment"). Under the Second Amendment, the Lenders and Collateral Agent consented to the formation of the Buyer, the entry of the Company and Buyer entering into the Purchase Agreement and other transaction documents, and the name change of TransEnterix Italia. The Company agreed to

pledge 100% of the common stock of the Buyer as additional security for the borrowings under the Loan Agreement. The Second Amendment added a provision permitting the Company to transfer designated amounts to TransEnterix Italia during the term of the Loan Agreement. Further, the Second Amendment modified the period in which the Company can make interest-only payments on the term loans until January 31, 2016, which interest-only period is extended if the Company closes an equity financing at a designated net proceeds level and obtains 510(k) clearance from the FDA on its SurgiBot System by June 30, 2016, and corresponding changes to the maturity date.

The foregoing descriptions of the Purchase Agreement and the Second Amendment are only summaries and are qualified in their entirety by reference to the complete text of the Purchase Agreement and the Second Amendment, which are filed as Exhibit 2.1 and Exhibit 10.1, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

Acquisition Transaction

The issuance of the Securities Consideration as part of the Acquisition Transaction as described under Item 2.01 of this Current Report on Form 8-K, was effected as a private placement of securities and such description is incorporated by reference into this Item 3.02.

Registration Rights Agreements

In connection with the Acquisition Transaction, the Company also entered into a Registration Rights Agreement, dated as of September 21, 2015, with the Seller, pursuant to which the Company agreed to register the Securities Consideration shares for resale following the end of the lock-up periods described below.

In connection with the Acquisition Transaction, the Seller entered into a Lock-Up Agreement with the Company pursuant to which the Seller agreed, subject to certain exceptions, not to sell, transfer or otherwise convey any of the Securities Consideration for one year following the Closing Date. The Lock-up Agreement provides that the Seller may sell, transfer or convey: (i) no more than 50% of the Securities Consideration during the period commencing on the one-year anniversary of the Closing Date and ending on the eighteen-month anniversary of the Closing Date; and (ii) no more than 75% of the Securities Consideration during the period commencing on the eighteen-month anniversary of the Closing Date and ending on the two-year anniversary of the Closing Date. The restrictions on transfer contained in the Lock-up Agreement cease to apply to the Securities Consideration following the second anniversary of the Closing Date, or earlier upon certain other conditions.

The foregoing description of the Purchase Agreement, the Registration Rights Agreement and the Lock-Up Agreement is only a summary and is qualified in its entirety by reference to the complete text of the Purchase Agreement, the Registration Rights Agreement and the Lock-Up Agreement, which are filed as Exhibit 2.1, Exhibit 10.3 and Exhibit 10.4, respectively, to this Current Report on Form 8-K and incorporated by reference herein.

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

Effective September 21, 2015, the Board of Directors (the "Board") of the Company elected Andrea Biffi to the Board.

Mr. Biffi is currently the Chief Executive Officer, and a member of the Board of Directors, of SOFAR S.p.A., a position he has held since June 2015. Mr. Biffi has worked for SOFAR, or companies owned by SOFAR, since January 2008. Prior to becoming Chief Executive Officer, Mr. Biffi was General Manager, and a member of the Board of Directors, of SOFAR from November 2012 until June 2015; prior thereto he was CEO and President of SOFAR SWISS S.A. from February 2013 to November 2013; and prior thereto he was General Manager of SOVETA BALTICA UAB, a Lithuanian subsidiary of SOFAR from January 2008 until November 2013.

Mr. Biffi was elected to the Board of Directors of the Company in connection with the Acquisition Transaction. To date, Mr. Biffi has not been a party to any transaction involving the Company required to be disclosed under Item 404(a) of Regulation S-K.

The Company entered into an Indemnification Agreement with Mr. Biffi in connection with his service as a director substantially similar to the Company's standard form of Indemnification Agreement with its directors.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
2.1	Membership Interest Purchase Agreement, dated September 18, 2015, by and among SOFAR S.p.A., Vulcanos S.r.l., the Company and TransEnterix International, Inc.
10.1	Consent and Second Amendment to Amended and Restated Loan Agreement, dated September 18, 2015, by and among the Company, its subsidiaries TransEnterix Surgical, Inc. and SafeStitch LLC (collectively, the "Borrowers"), and SVB, as Lender, and Oxford, as Lender and Collateral Agent.
10.2	Amended and Restated Loan Agreement, dated September 26, 2014, among the Borrowers and the Lenders and Collateral Agent, as amended by the First Amendment thereto, dated August 14, 2015 (incorporated by reference, respectively, to the Company's Current Report on Form 8-K, filed September 30, 2014 (Loan Agreement) and the Company's Current Report on Form 8-K, filed August 17, 2015 (First Amendment)).
10.3	Registration Rights Agreement, dated September 21, 2015, by and between the Company and SOFAR S.p.A.
10.4	Lock-Up Agreement , dated September 21, 2015, by and between the Company and SOFAR S.p.A.
99.1	Press Release of TransEnterix, Inc., issued September 21, 2015.

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, thereunto duly authorized.

TRANSENTERIX, INC.

Date: September 21, 2015

/s/ Joseph P. Slattery

Joseph P. Slattery
Executive Vice President and Chief Financial Officer

Exhibit 2.1

MEMBERSHIP INTEREST PURCHASE AGREEMENT

among

TRANSENTERIX INTERNATIONAL, INC.

TRANSENTERIX, INC.,

SOFAR, S.P.A.,

and

VULCANOS S.R.L.

September 18, 2015

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**") is entered into in Raleigh, North Carolina, U.S.A., on September 18, 2015, by and among:

TransEnterix, Inc., a U.S., Delaware corporation having its registered office at 635 Davis Drive, Suite 300, Morrisville, North Carolina, represented by Mr. Todd Pope, duly authorized to execute this Agreement by virtue of a resolution of the board of directors adopted on September 9 and September 16, 2015, a copy of which is attached hereto as Exhibit A ("**Parent**"),

and

TransEnterix International, Inc., a U.S., Delaware corporation having its registered office at 635 Davis Drive, Suite 300, Morrisville, North Carolina, represented by Mr. Todd Pope, duly authorized to execute this Agreement by virtue of a resolution of the board of directors adopted on September 16, 2015, a copy of which is attached hereto as Exhibit A ("**Buyer**"),

and

SOFAR, S.p.A., an Italian *societa' per azioni* having its registered office in Milan, Italy, at Via Firenze 40, 20060 Trezzano Rosa, tax code 03428610152, registered at no. MI-852745 of the entererprises' register of Milan, registered by Mr. Andrea Biffi, duly authorized to execute this Agreement by virtue of a resolution of the board of directors adopted on September 17, 2015, a copy of which is attached hereto as Exhibit A ("**Seller**"),

and

Vulcanos S.r.l., an Italian *societa' a responsabilita' limitata* having its registered office in Milan, Italy, at Via Firenze 40, 20060 Trezzano Rosa, tax code 09162250964, registered at no. MI-2072973 of the entererprises' register of Milan, represented by Mr. Andrea Biffi, duly authorized to execute this Agreement by virtue of by-laws, a copy of which is attached hereto as Exhibit A ("**Company**") (Parent, Buyer, Seller and Company are each individually referred to as a "**Party**" and collectively the "**Parties**").

RECITALS

WHEREAS, Seller is the owner of a medical robotic division (the "**Division**"), whose business operation consists of development of an advanced robotic system for minimally invasive laparoscopic surgery known as TELELAP ALF-X (such business operations as conducted up to the Closing Date, consistent with past practice, are hereinafter referred to as the "**Business**"), including all related assets, employees and contracts;

WHEREAS, Seller formed Company for the purpose of operating the Division, and it intends for purposes of this Agreement to confer all of the assets, employees, contracts and operations of the Division to Company through an increase of capital of Company and on the basis of an appraisal prepared by an accounting expert;

WHEREAS, on August 3, 2015, Seller's board of directors authorized the conferment of the Division to the Company by irrevocable resolution, a copy of which is attached hereto as Exhibit B;

WHEREAS, pursuant to the terms of this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, all of the outstanding membership interests of Company for the consideration and on the terms and subject to the conditions set forth in this Agreement, which consideration shall be comprised of both cash and shares of Parent's stock (the "**Transaction**"), and Buyer desires to advance globally the commercialization of the TELELAP ALF-X;

WHEREAS, prior to the execution of this Agreement, Parent has reviewed, directly and through its own representatives, auditors and consultants, documentation and information requested by Parent and made available by Seller in relation to the Division and Company, as more particularly set forth below;

WHEREAS, prior to the execution of this Agreement, Seller has reviewed, directly and through its own representatives, auditors and consultants, documentation and information requested by Seller and made available by Parent in relation to Parent and Buyer, as more particularly set forth below; and

WHEREAS, the Parties intend to enter into this Agreement to effectuate the Transaction.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, Buyer and Seller hereby agree as follows:

ARTICLE I
DEFINITIONS

"**Accounts Payable**" means all trade and other accounts payable, including accrued expenses, owed by Company.

"**Accounts Receivable**" means all trade and other accounts receivable and other Indebtedness owing to Company.

"**Accounting Expert**" means the independent accountant who will prepare the Appraisal (as defined below).

"**Accounting Principles**" means the accounting principles applicable under the Code and the accounting principles prepared by the *Organismo Italiano di Contabilità (OIC)*, unless otherwise specified, as in effect on the date hereof or, with respect to any financial statements prepared prior to the date hereof, the date such financial statements were prepared.

"**Acquisition Proposal**" is defined in Section 6.5.

"**Affiliate**" means, with respect to a specified Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. The term "control" means (a) the possession, directly or indirectly, of the power to vote 50% or more of the securities or other equity interests of a Person having ordinary voting power, (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, by contract or otherwise, or (c) being a director, officer, executor, trustee or fiduciary (or their equivalents) of a Person or a Person that controls such Person. With respect to a Person who is an individual, "control" by the spouse of such Person, or by any ancestor or descendant of such Person or such Person's spouse who resides in the same house as such Person, shall be deemed control by such Person.

"**Agreement**" is defined in the opening paragraph.

"**Appraisal**" means the appraisal relating to the Division prepared pursuant to article 2465, paragraph 1 of the Italian Civil Code.

"**Assets**" is defined in Section 4.8.

"**Average Closing Price**" is defined in Section 2.2(b).

"**Basket**" is defined in Section 9.4.

"**Business**" is defined in the Recitals.

"**Business Day**" means any calendar day other than Saturdays, Sundays or national public holidays in the Republic of Italy.

"**Buyer**" is defined in the opening paragraph.

"**Buyer Indemnitees**" is defined in Section 9.1(a).

"**Buyer's Cap**" is defined in Section 9.4

"**Cap**" is defined in Section 9.4.

"**Cash Consideration**" is defined in Section 2.2(c).

"**Closing**" is defined in Section 2.3.

"**Closing Date**" is defined in Section 2.3.

"**Code**" means the Italian Civil Code.

"**Company**" means Vulcanos S.r.l., an Italian societa' a responsabilita' limitata and, to the extent relevant to the Liabilities of Company, Seller or any predecessor of Vulcanos S.r.l., an Italian societa' a responsabilita' limitata which operated or was involved in any way with, the Division and its operations.

"**Conferment**" means the conferment of all of the assets, liabilities, employees, contracts and operations of the Division, including those listed on Schedule 4.8 plus all Division Contracts,

all Division Employees, all Division Permits and all Division Intellectual Property as listed on all parts of Schedule 4.14 plus all other Division Intellectual Property exclusively related to the Division, to Company by and from Seller through an increase of capital of Company and on the basis of the Appraisal, all as set forth in that certain atto di confermento, to be held on September 21, 2015 before the public notary Lorenzo Stucchi of Milan, and as authorized by a Resolution of the Board of Directors of Seller, included at Exhibit B.

"**Confidential Information**" means information concerning the Business or the Division or the affairs of Company, including information relating to customers, clients, suppliers, distributors, investors, lenders, consultants, independent contractors or employees, customer and supplier lists, price lists and pricing policies, cost information, financial statements and information, budgets and projections, business plans, production costs, market research, marketing plans and proposals, sales and distribution strategies, processes and business methods, technical information, pending projects and proposals, new business plans and initiatives, research and development projects, inventions, discoveries, ideas, technologies, trade secrets, know-how, formulae, technical data, designs, patterns, marks, names, improvements, industrial designs, mask works, compositions, works of authorship and other Intellectual Property, devices, samples, plans, drawings and specifications, photographs and digital images, computer Software and programming, all other confidential information and materials relating to the Business or affairs of Company, and all notes, analyses, compilations, studies, summaries, reports, manuals, documents and other materials prepared by or for Company containing or based in whole or in part on any of the foregoing, whether in verbal, written, graphic, electronic or any other form and whether or not conceived, developed or prepared in whole or in part by Company.

"**Consent**" means any consent, approval, authorization, permission or waiver.

"**Contract**" means any contract, obligation, understanding, commitment, lease, license, purchase order, work order, bid or other agreement, whether written or oral and whether express or implied, together with all amendments and other modifications thereto.

"**Contract Loss**" means a Loss resulting from the cost of performance of a Contract exceeding the revenue derived from such Contract.

"**Dispute**" is defined in Section 11.7.

"**Division**" is defined in the Recitals.

"**Due Diligence One**" means the due diligence process conducted by Parent and its consultants on the Division on the basis of the documents listed in Schedule I.A and the CD and the other information provided by or on behalf of Company in writing.

"**Due Diligence Two**" means the due diligence process conducted by Seller and its consultants on Parent on the basis of the documents listed in Schedule I.B and the CD and the other information provided by or on behalf of Parent in writing.

"**Employee**" means all employees of the Company as of the Conferment, as listed on Schedule 4.20(a), including the Key Employees.

"**Encumbrance**" means any lien, mortgage, pledge, encumbrance, charge, security interest, adverse or other claim, community property interest, condition, equitable interest, option, warrant, right of first refusal, easement, profit, license, servitude, right of way, covenant, zoning or other restriction of any kind or nature.

"**Environmental Law**" means any Law relating to the environment, health or safety, including any Law relating to the presence, use, production, generation, handling, management, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any material, substance or waste limited or regulated by any Governmental Body.

"**Escrow Agent**" has the meaning set forth in the Escrow Agreement.

"**Escrow Agreement**" means the Escrow Agreement among Buyer, Seller and the Escrow Agent, in the form of Exhibit D.

"**Escrow Period**" means the time commencing with the Closing Date and ending twenty-four (24) months from the Closing Date.

"**Escrowed Stock**" means the shares of TransEnterix Stock, held pursuant to the Escrow Agreement as of any date of determination.

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

"**FDA**" means the United States Food and Drug Administration, or any successor entity thereto.

"**Financial Statements**" is defined in Section 4.5.

"**First Tranche**" is defined in Section 2.2(d).

"**Fourth Tranche**" is defined in Section 2.2(d).

"**Governmental Body**" means any federal, state (as to Buyer only), local, foreign or other government or quasi-governmental authority or any department, agency, subdivision, court or other tribunal of any of the foregoing, in Italy, Europe, the United States or any other relevant jurisdiction.

"**Hazardous Substance**" means any existing, stored or transported material, substance or waste that is limited or regulated by any Governmental Body or, even if not so limited or regulated, could pose a hazard to the health or safety of the occupants of the Real Property or adjacent properties or any property or facility formerly owned, leased or used by Company or Seller. The term includes asbestos, polychlorinated biphenyls, petroleum products and all materials, substances and wastes regulated under any Environmental Law.

"**Indebtedness**" means as to any Person at any time: (a) obligations of such Person for borrowed money; (b) obligations of such Person evidenced by bonds, notes, debentures or other similar instruments; (c) obligations of such Person to pay the deferred purchase price of property

or services (including obligations under noncompete, consulting or similar arrangements), except trade accounts payable of such Person arising in the Ordinary Course of Business that are not past due by more than 90 days or that are being contested in good faith by appropriate proceedings diligently pursued and for which adequate reserves have been established on the financial statements of such Person; (d) any indebtedness arising under capitalized leases, conditional sales Contracts or other similar title retention instruments; (e) indebtedness or other obligations of others directly or indirectly guaranteed by such Person; (f) obligations secured by an Encumbrance existing on any property or asset owned by such Person; (g) reimbursement obligations of such Person relating to letters of credit, bankers' acceptances, surety or other bonds or similar instruments; (h) net payment obligations incurred by such Person pursuant to any hedging agreement; (i) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates; and (j) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (a) through (i).

"**Indemnified Party**" is defined in Section 9.7.

"**Indemnifying Party**" is defined in Section 9.7.

"**Insurance Policies**" is defined in Section 4.24.

"**Intellectual Property**" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (b) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations and combinations thereof and including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (c) copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (d) mask works and applications, registrations and renewals in connection therewith; (e) trade secrets and Confidential Information; (f) Software, in object and source code format (including data and related documentation); (g) plans, drawings, architectural plans and specifications; (h) websites; (i) other proprietary rights; and (j) copies and tangible embodiments and expressions (in whatever form or medium) of any of the foregoing, including all improvements and modifications thereto and derivative works thereof.

"**Interest**" means any issued and outstanding equity interest of Company.

"**Interim Balance Sheet**" means the balance sheet ("situazione partimoniale"), excluding notes, of the Division as of June 30, 2015, all of which are attached to Schedule 4.5, and Exhibit E.

"**Interim Date**" is defined in Section 4.6.

"**Inventory**" means all inventories of Company wherever located, including raw materials, goods consigned to vendors or subcontractors, works in process, finished goods, spare parts, goods in transit, products under research and development, demonstration equipment and inventory on consignment.

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

"**IRS**" means the United States Internal Revenue Service, or any successor entity thereto.

"**Key Employees**" means the employees included in the Division, including employees on temporary leave of absence, including family medical leave, military leave, temporary disability or sick leave, as identified as such on Schedule 4.20(a).

"**Knowledge**" of any Person means (a) the actual knowledge of such Person or (b) the knowledge that a reasonable Person should have after reasonable inquiry of employees, directors and officers of such Person (in the case of a legal entity) or in the reasonable exercise or his, her or its professional duties. References to the "**Seller's Knowledge**" (or similar term) means the actual knowledge of Andrea Biffi and the Persons who executed a non-disclosure agreement with respect to the Transaction contemplated by this Agreement including the knowledge that such individuals should have after reasonable inquiry of the employees, directors and officers of Company or in the reasonable exercise of their professional duties.

"**Labor Agreements**" is defined in Section 4.20(b).

"**Law**" means any federal, state (as to Buyer and Parent only), local, foreign or other law, statute, ordinance, regulation, rule, regulatory or administrative guidance, Order, constitution, treaty, principle of common law or other restriction of any Governmental Body, in the United States, Italy or any other relevant jurisdiction.

"**Lease**" is defined in Section 4.12.

"**Liability**" means any liability, obligation or commitment of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

"**License**" is defined in Section 4.14.

"**Lock-up Agreement**" means that certain Lock-up Agreement by and between Parent and Seller in the form attached hereto as Exhibit F.

"**Loss**" means any loss, claim, demand, Order, damage, penalty, fine, cost, settlement payment, Liability, Tax, Encumbrance, and expenses but excluding consequential damages, lost profits, diminution in value and opportunity costs.

"**Material Adverse Effect**" means any result, occurrence, fact, change, event or effect that would be or would reasonably be expected to be, either individually or in the aggregate (taking into account all other results, occurrences, facts, changes, events or effects), materially adverse to the business, assets, Liabilities, capitalization, financial condition or operating results, operations of a Party on a long-term basis, or to the ability of a Party to timely consummate the Transaction, *provided*, *however*, that "Material Adverse Effect" shall not include any result, occurrence, fact, change, event or effect arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industry in which a Party operates; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any

decline in the price of any security (other than the price of TransEnterix Stock) or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of another Party; (vi) any matter of which another Party is aware on the date hereof as reflected in such Party's records as of the date hereof; (vii) any changes in applicable Laws or accounting rules (including the Accounting Principles) or the enforcement, implementation or interpretation thereof; (viii) the announcement, pendency or completion of the Transaction, including losses or threatened losses of employees, customers, suppliers or distributors; (ix) any natural or man-made disaster or acts of God; or (x) any failure by a Party to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures - subject to the other provisions of this definition - shall not be excluded).

"**Material Contract**" is defined in Section 4.13.

"**Order**" means any order, award, decision, injunction, judgment, ruling, decree, charge, writ, subpoena or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

"**Organizational Documents**" means (a) the certificate or articles of incorporation and bylaws, (b) any documents comparable to those described in clause (a) as may be applicable pursuant to any Law and (c) any amendment or modification to any of the foregoing.

"**Ordinary Course of Business**" means the ordinary course of the conduct of the Business by Company, consistent with past operating practices of Seller related to the Division.

"**Parent**" is defined in the opening paragraph.

"**Parent Business**" means the design, development, manufacture, marketing and sale of Parent Products as conducted as of the date hereof.

"**Parent Material Contracts**" means each agreement, contract, and instrument of Parent or its Subsidiaries filed as a material contract exhibit to the SEC Filings of Parent and currently active and in effect.

"**Parent Products**" means (a) any product marketed by Parent as of the date hereof and (b) any derivative thereof or modification of the products described in (a) or other medical device products, in each case that are under development by Parent as of the date hereof.

"**Parent Software**" is defined in Section 5.10(e).

"**Party**" means each of Buyer, Parent, Company and Seller.

"**Permit**" means any permit, license or Consent issued by any Governmental Body or pursuant to any Law.

"**Person**" means any individual, corporation, limited liability company, partnership, company, sole proprietorship, joint venture, trust, estate, association, organization, labor union, Governmental Body or other entity.

"**Proceeding**" means any proceeding, charge, complaint, claim, demand, action, suit, litigation, hearing, audit, investigation, arbitration or mediation (in each case, whether civil, criminal, administrative, investigative or informal) commenced, conducted, heard or pending by or before any Governmental Body, arbitrator or mediator.

"**Purchase Price**" is defined in Section 2.2.

"**Real Property**" is defined in Section 4.12.

"**Registration Rights Agreement**" means that certain Registration Rights Agreement by and between Parent and Seller in the form attached hereto as Exhibit G.

"**Related Person**" means (a) with respect to a specified individual, any member of such individual's Family and any Affiliate of any member of such individual's Family, and (b) with respect to a specified Person other than an individual, any Affiliate of such Person and any member of the Family of any such Affiliates that are individuals. The "Family" of a specified individual means the individual, such individual's spouse and former spouses, any other individual who is related to the specified individual or such individual's spouse or former spouse within the third degree, and any other individual who resides with the specified individual.

"**Representative**" means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"**SEC**" means the United States Securities and Exchange Commission.

"**SEC Filings**" is defined in Section 3.6.

"**Second Tranche**" is defined in Section 2.2(d).

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

"**Securities Consideration**" is defined in Section 2.2(b).

"**Seller**" is defined in the opening paragraph.

"**Seller's Cap**" is defined in Section 9.4.

"**Services Agreement**" means that certain Services Agreement by and among the Parties substantially in the form of Exhibit H, which shall provide for administrative and related services from Seller to Company for the benefit of Buyer for a certain period of time after the Closing Date.

"**Software**" means computer software programs (and all enhancements, versions, releases, and updates thereto), including software compilations, software tool sets, compilers, higher level or "proprietary" languages and all related programming and user documentation,

whether in source code, object code or human readable form, or any translation or modification thereof that substantially preserves its original identity, that is developed by Company or developed for Company on a work-for-hire basis.

"**Tangible Personal Property**" is defined in Section 4.9.

"**Tax**" means all taxes and duties, charges, fees, levies and similar assessments imposed by any national or local taxing authority or statutory or governmental organisation, including (without limitation) income, property, excise, sale, use, national insurance, stamp duty, capital duty, added value and franchise taxes; and (B) Liability for the payment of any amounts of the type described in clause (A) as a transferee or successor, by Contract or from any express or implied obligation to indemnify or otherwise assume or succeed to the Liability of any other Person.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or other document or statement relating to Taxes, including any form, schedule or attachment thereto and any amendment or supplement thereof.

"**Third-Party Claim**" is defined in Section 9.7(a).

"**Third Tranche**" is defined in Section 2.2(d).

"**Trading Day**" means any day on which the New York Stock Exchange is open for trading, whether or not any of the TransEnterix Stock is actually traded on that day.

"**Transaction**" is defined in the Recitals.

"**Transaction Documents**" means this Agreement, the Escrow Agreement, the Registration Rights Agreement, the Lock-up Agreement, the Services Agreement, the Security Agreement, and all other written agreements, documents and certificates contemplated by any of the foregoing documents.

"**TransEnterix Stock**" means the shares of common stock, par value $0.001 per share, of Parent.

ARTICLE II
SALE AND PURCHASE OF INTERESTS

2.1 Sale and Purchase of Interests. Subject to the terms and conditions of this Agreement, Buyer will purchase from Seller, and Seller will sell and deliver to Buyer, all of the Interests for the consideration specified below.

2.2 Purchase Price.

(a) The total consideration for the Interests (the "**Purchase Price**") shall be the sum of the Securities Consideration plus the Cash Consideration, each as hereinafter defined, and subject to the conditions set forth in this Article II. Parent and Seller have negotiated the Purchase Price and confirmed its amount after completion of Due Diligence One and Due Diligence Two. The Purchase Price was negotiated by and agreed to by the Parties, which included an evaluation conducted by Parent regarding the global commercialization potential of the Division and its capability to develop the Division. The Purchase Price was not negotiated based on the costs borne by Seller in the past to develop the Division.

(b) The "**Securities Consideration**" shall be comprised of 15,543,413 shares of TransEnterix Stock. The Securities Consideration does not exceed 19.99% of the outstanding shares of TransEnterix Stock.

(c) The "**Cash Consideration**" shall be that amount of cash equal to: (i) Twenty Five Million U.S. Dollars (US $25,000,000); (ii) Twenty Five Million Euro (€25.000.000); plus (iii) the amount necessary to reimburse Seller for payments made under that certain loan agreement between Seller and Mediocredito Italiano S.p.A. dated December 13, 2012 ("**Loan Agreement**"), in an aggregate amount of Two Million Five Hundred Thousand Euro (€2.500.000), and subject to Section 2.2(d) below.

(d) The Cash Consideration shall be paid in four "tranches" and will be subject to certain conditions, as more particularly set forth in this Section 2.2(d):

(i) The first tranche of the Cash Consideration (the "**First Tranche**") shall be in the amount of Twenty Five Million U.S. Dollars (US $25,000,000) and shall be paid at Closing by wire transfer of immediately available funds;

(ii) The second tranche of the Cash Consideration (the "**Second Tranche**") shall be in the amount of Ten Million Euro (€10.000.000), and shall be paid within thirty (30) Business Days after the achievement of both of the following milestone events by wire transfer of immediately available funds (i) the earlier of (A) receipt of approval or clearance, as applicable, from the U.S. Food and Drug Administration for the TELELAP ALF-X or (B) December 31, 2016, *and* (ii) (A) Buyer and/or Parent having cash on hand (which shall mean cash and cash equivalents, as defined by US GAAP), at any time of at least Fifty Million Dollars (US$50,000,000), or (B) successful completion of a new financing or financings by Buyer and/or Parent and its Subsidiaries and its Persons – on a consolidated basis - raising at least Fifty Million Dollars (US$50,000,000) in gross proceeds to Buyer or Parent and commenced after the Closing Date; provided that, upon reaching the first milestone event needed for the Second Tranche, the Second Tranche will begin to accrue simple interest at a rate of 9.0% per annum until the later of (y) the date on which such Second Tranche is paid (whereupon all accrued interest shall be paid in cash), or (z) December 31, 2016;

(iii) The third tranche of the Cash Consideration (the "**Third Tranche**") shall be in the amount of Fifteen Million Euro (€15.000.000), and shall become due and payable by wire transfer of immediately available funds immediately upon, and will be paid within thirty (30) days of, sales by Company, Buyer, or Parent of the TELELAP ALF-X (including any enhancements thereto), or services contracts related to and products incorporating the TELELAP ALF-X, reaching trailing revenues over a period of a calendar quarter of at least Twenty Five Million Euro (€25.000.000); provided that upon Company and/or Buyer and/or Parent satisfying the milestone needed for the Third Tranche, the Third Tranche will be payable in cash even if the Second Tranche is not yet payable; and, provided further, that the Second Tranche and Third Tranche payments shall

become immediately due and payable in the event that (w) Buyer or Parent is acquired (whether by the sale of at least 51% of the issued and outstanding shares of Buyer's or Parent's common stock or assets, merger, exclusive license or otherwise) by a non-Affiliate, (x) Company is acquired (whether by the sale of at least 51% of the issued and outstanding membership interests or assets, merger, exclusive license or otherwise) by a non-Affiliate, (y) Buyer or Parent significantly reduces or suspends selling efforts with respect to any Company products incorporating the TELELAP ALF-X notwithstanding market demand, or (z) Buyer or Parent acquires a business that offers alternative products that are directly competitive with Company's then-current product offerings incorporating the TELELAP ALF-X and significantly reduces or suspends selling efforts with respect to any Company products incorporating the TELELAP ALF-X notwithstanding market demand; and

(iv) The fourth Tranche of the Cash Consideration (the "**Fourth Tranche**") shall be in the amount of Two Million Five Hundred Thousand Euro (€2.500.000), and shall be payable by wire transfer of immediately available funds as follows: (x) On or before December 31, 2016, Buyer shall pay to Seller a sum equal to the aggregate amount of any payments made by Seller under the Loan Agreement between the Closing Date and December 31, 2016 in accordance with the terms of the Loan Agreement, provided however that Seller shall provide to Buyer supporting documentation related to such payments in form reasonably acceptable to Buyer at least fifteen (15) business days in advance; and (y) on or before December 31 of each calendar year thereafter (starting with December 31, 2017), if any payments under the Loan Agreement remain outstanding, Buyer shall pay to Seller an amount equal to the amount of any payment made by Seller under the Loan Agreement during such calendar year within fifteen (15) business days of receipt of notice from Seller of each such payment made by Seller, which notice shall include any related supporting documentation in form reasonably acceptable to Buyer.

(e) At the Closing, subject to the terms and conditions of this Agreement:

(i) against receipt of the Interests, Buyer shall pay the Securities Consideration and the First Tranche of the Cash Consideration as follows: (A) 1,554,341 shares of TransEnterix Stock representing 10% of the Securities Consideration, duly registered in the name of the Escrow Agent in its capacity as such (the "**Escrowed Stock**"), shall be delivered to the Escrow Agent, to be held and disbursed by it pursuant to the terms of the Escrow Agreement, (B) the balance of the TransEnterix Stock included in the Securities Consideration, duly registered in the name of Seller, shall be delivered to Seller, and (C) the First Tranche shall be paid to Seller by wire transfer of immediately available funds to a bank account of Seller, which bank account Seller shall have designated at least two Business Days prior to the Closing Date; and

(ii) Buyer and Seller shall enter into a Security Agreement, substantially in the form of Exhibit I, which provides that ten percent (10%) of the Interests shall have a lien placed thereon by and in favor of Seller until the Escrowed Stock is both registered in the name of Seller and delivered to Seller at the end of the Escrow Period (the "**Liened Interests**").

(f) From and after the Closing, Parent shall, directly or through its Subsidiaries, including Buyer and Company use its reasonable best efforts to achieve the milestones set forth in Section 2.2(d) as soon as practicable after the Closing.

2.3 Closing.

(a) The closing of the Transaction to be performed on the Closing Date (the "**Closing**") will take place in Milan (Italy), at the offices of a notary in Milan jointly selected by Buyer and Seller, commencing at 1000 local time on the later of (a) September 21, 2015, or (b) the second Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the Transaction to be performed on the Closing Date (other than conditions with respect to actions the Parties will take at the Closing) or such other date as Buyer and Seller may mutually determine (the "**Closing Date**"). The sale, assignment, transfer and conveyance to Buyer of the Interests will be deemed effective as of 16:01 local time on the Closing Date, subject to Buyer providing to Seller evidence of irrevocable wire transfer from Buyer or Parent for the payment of the First Tranche.

(b) All actions and transactions constituting the Closing shall be regarded as one single transaction so that, at the option of the Party having interest in the performance of the specific action or transaction, no action or transaction shall be deemed to have taken place if and until all other actions and transactions constituting the Closing shall have been properly performed in accordance with the provisions of this Agreement.

(c) The notary act to be executed at Closing shall not constitute a novation of this Agreement, it will merely bring this Agreement into effect and all of the provisions of this Agreement that are not expressly waived or modified by the notary act will remain in full force and effect.

(d) Upon the occurrence of the Closing: (i) Buyer will acquire title to the Interests as of Closing; (ii) Seller shall authorize the notary to cause Buyer to be registered on the members' register of Company or, if not established, at the enterprises' register so that, under the applicable Law, good and marketable title to the Interests shall be fully and finally transferred to Buyer; (iii) the Parties shall execute and deliver such other instruments as may be necessary, under the applicable law, to vest in Buyer good and marketable title to the Interests and to otherwise properly effect the purposes of this Agreement or comply with any applicable Law; (iv) Seller shall deliver, and/or cause to be delivered, to Buyer all other previously undelivered items required to be delivered pursuant to this Agreement or in connection herewith; and (v) Seller shall procure and deliver the resignation letters contemplated by Section 6.7 to Buyer.

2.4 Right To Notice of Future Offerings. From and after the Closing Date, Parent shall be required to provide Seller with notice, and the opportunity to participate in any future public offerings and private placements of TransEnterix Stock for cash undertaken by Parent. Parent shall use its best efforts to notify Seller as soon as practicable with respect to each proposed public offering and private placement, and in compliance with applicable Law. Parent will provide advanced written notice of its plan to undertake a public offering or private placement before the date of such public offering or closing of such private placement. In any such public offering or private placement, Seller shall be provided the opportunity to purchase, on the terms

and conditions of the public offering or private placement, as applicable, the number of shares of TransEnterix Stock equal to up to the number of shares that will maintain Seller's then-existing percentage ownership in Parent. Any such participation shall be conducted in compliance with applicable Law and shall not apply to any TransEnterix Stock issuance in connection with: (i) equity incentives to employees, directors, officers or agents; (ii) an acquisition or other strategic transaction ; (iii) equity issued to lenders as an inducement to enter into loan transactions; (iv) or other transaction in which shares of TransEnterix Stock are offered for non-cash consideration.

2.5 Withholding. Notwithstanding anything to the contrary in Article II, Buyer shall not be permitted to deduct or withhold any required amounts from the Purchase Price. Any amounts so deducted or withheld shall be grossed up in payments provided by this Agreement.

2.6 Lock-up; Registration.

(a) On the Closing Date, Seller and Parent shall enter into the Lock-up Agreement.

(b) On the Closing Date, Seller and Parent shall enter into the Registration Rights Agreement.

2.7 Board Appointment. On and after the Closing Date, Seller shall have the right to select a designee to be elected to the Board of Directors of Parent, who shall initially be Andrea Biffi. Any such designee must meet the qualifications for director set forth in the Parent's Organizational Documents and must be willing to serve and to comply with applicable Law, including filing necessary reports with the SEC. Parent shall take all such steps as are necessary to cause the election of such designee to the Board of Directors of Parent as of immediately following the Closing, including increasing the number of directors constituting the Board of Directors of Parent to ten (10). Thereafter, for so long as Seller, or an Affiliate of Seller to whom any of the Securities Consideration is transferred, beneficially owns at least one percent (1%) of the issued and outstanding shares of TransEnterix Stock, Parent's Board of Directors, upon request from Seller, shall include such individual, or other Seller designee meeting the foregoing requirements, as a Board nominee in proxy materials soliciting stockholder votes in the election of the Board of Directors and shall recommend to Parent's stockholders the election of such nominee. Such elected Board member shall be eligible to be elected to one or more Board committees pursuant to the terms and conditions of Parent's Organizational Documents, and applicable Law, including the requirements of the SEC and the stock exchange on which the TransEnterix Stock is then listed. Parent shall enter into a customary indemnification agreement with such director in the form attached as Exhibit J. In the absence of the foregoing, if Seller elects not to have a representative on Parent's Board of Directors, so long as Seller, or an Affiliate of Seller to whom any of the Securities Consideration is transferred, beneficially owns at least five percent (5%) of the issued and outstanding shares of TransEnterix Stock, Seller shall have the right to appoint a Board observer, who shall be entitled to (i) participate in all meetings of Parent's Board of Directors, (ii) receive notice of such meetings, and all materials and information, at the same time and in the same manner as given or distributed to members of the Board, and (iii) receive reimbursement of all expenses in connection with participating in such meetings. Without limiting the foregoing, the observer rights shall terminate when the Seller's ownership (together with that of its Affiliates) first falls below five percent (5%) of the outstanding shares of TransEnterix Stock, but the right to have a director nominated for election to the Parent's Board of Directors shall continue until the Seller's ownership (together with that of its Affiliates) of TransEnterix Stock first falls below one percent (1%) of the outstanding shares of TransEnterix Stock.

ARTICLE III
REPRESENTATIONS AND WARRANTIES REGARDING SELLER

Seller represents and warrants as follows:

3.1 Organization and Authority. Seller has full power, authority and legal capacity to execute and deliver the Transaction Documents to which Seller is a party and to perform Seller's obligations thereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms of this Agreement. The execution, delivery and performance of this Agreement by Seller have been duly authorized by the board of directors of Seller. Upon the execution and delivery by Seller of each Transaction Document to which Seller is a party, such Transaction Document will constitute the valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms of such Transaction Document, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles.

3.2 Interest Ownership. Seller owns of record and beneficially one hundred percent (100%) of the Interests of Company, free and clear of any Encumbrance or restriction on transfer (other than any restriction under any securities Law). At the Closing, Seller will have duly transferred to Buyer all of Seller's Interests, free and clear of any Encumbrance, with the exception of the Liened Interests.

3.3 No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transaction will, directly or indirectly, with or without notice or lapse of time: (a) violate any Law to which Seller, or any of the Interests, is subject; (b) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which Seller is a party or by which Seller is bound or to which any of Seller's Interests is subject or the performance of which is guaranteed by Seller; or (d) result in the imposition of any Encumbrance on any of Seller's Interests. Seller need not notify, make any filing with, or obtain any Consent of, any Person in order to perform the Transaction.

3.4 Litigation. There is no Proceeding pending or, to Seller's Knowledge, threatened against Seller relating to or affecting the Transaction.

3.5 No Brokers' Fees. Seller has no Liability for any fee, commission or payment to any broker, finder or agent with respect to the Transaction for which Buyer or Company could be liable.

3.6 Securities Law.

(a) Seller acknowledges that the offer and sale of the Securities Consideration is intended to be exempt from registration under the Securities Act and any applicable state securities Law.

(b) Seller acknowledges: (i) Seller has been furnished via the SEC's EDGAR system with a copy of Parent's Form 10-K for the year ended December 31, 2014 filed with the SEC on February 20, 2015, and all quarterly and current reports or documents required to be filed thereafter with the SEC pursuant to the Exchange Act (the "**SEC Filings**"); (ii) Seller has been provided with all other reasonably requested material information regarding Parent; and (iii) Seller has been afforded an opportunity to ask questions of, and receive answers from, management of Buyer and Parent in connection with the Securities Consideration. Seller has not been furnished with any oral or written representation in connection with the purchase of the Securities Consideration by or on behalf of Buyer or Parent that Seller has relied on that is not contained in this Agreement.

(c) Seller: (i) is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act; (ii) is not a "U.S. Person" within the meaning of Rule 902 of Regulation S promulgated under the Securities Act; (iii) has obtained, in its judgment, sufficient information to evaluate the merits and risks of the purchase of the Securities Consideration; (iv) has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks associated with such purchase of the Securities Consideration and to make an informed investment decision with respect thereto; and (v) has consulted with its own advisors with respect to the purchase of the Securities Consideration.

(d) The Securities Consideration is being acquired for Seller's own account for investment and not for the benefit or account of any other Person and not with a view to, or in connection with, any resale or distribution thereof. In particular, Seller has no intention to distribute directly or indirectly, any of the Securities Consideration in the United States or to U.S. Persons, except in accordance with the provisions of Regulation S, pursuant to an effective registration statement under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in each case only in accordance with applicable state and provincial securities Laws.

(e) Seller understands and agrees that the Securities Consideration has not been registered under the Securities Act or under the securities Law of any states, and, therefore, the shares of such Securities Consideration are "restricted securities" and cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and, to the extent applicable, under the applicable state and provincial securities Laws or an exemption from such registration is otherwise available, and until the restrictions set forth in the Lock-Up Agreement are fulfilled

(f) Seller will not acquire the Securities Consideration as a result of, and will not engage, in any way, in any "directed selling efforts" (as defined in Regulation S) in the United States with respect to the Securities Consideration which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of any of any of the Securities Consideration; provided, however, that Seller may sell or otherwise dispose of the Securities Consideration pursuant to registration thereof under the Securities Act and any applicable state and provincial securities laws or under an exemption from such registration requirements.

(g) Seller acknowledges and agrees that the statutory and regulatory basis for the exemption claimed for the offer of the Securities Consideration, although in technical compliance with Regulation S, would not be available if the offering is part of a plan or scheme to evade the registration provisions of the Securities Act or any applicable state and provincial securities Laws.

(h) Seller meets any additional suitability standards and/or financial requirements which may be required in the jurisdiction in which Seller is organized. In addition to resale restrictions imposed under US securities Laws, there may be additional restrictions on such Seller's ability to resell any of the Securities Consideration under the laws governing the resale of securities in the country in which such Seller is organized and in which the Securities Consideration are sold. Seller agrees to strictly abide with such laws.

(i) Seller understands and agrees that offers and sales of any of the Securities Consideration prior to the expiration of a period of six (6) months after the date of original issuance of such securities (the six month period hereinafter referred to as the "**Distribution Compliance Period**") shall only be made in compliance with the safe harbor provisions set forth in Regulation S, pursuant to the registration provisions of the Securities Act or an exemption therefrom, and that all offers and sales after the Distribution Compliance Period shall be made only in compliance with the registration provisions of the Securities Act or an exemption therefrom and in each case only in accordance with applicable state and provincial securities Laws.

(j) Except as set forth in Section 2.7 above, Seller understands that neither Buyer nor Parent is not under any obligation to register such Securities Consideration on Seller's behalf or to assist Seller in complying with any exemption from registration under the Securities Act or applicable state securities Law. Seller understands that Parent may require, as a condition to registering the transfer of such Securities Consideration, an opinion of counsel reasonably satisfactory to Parent to the effect that such transfer does not violate such registration requirements.

3.7 Exclusivity of Representations. The representations and warranties made by Seller in this Article III are the exclusive representations and warranties made by Seller. Seller hereby disclaims any other express or implied representations or warranties. Each of Parent and Buyer acknowledge that it is not relying on any representations and warranties made by Seller other than those representations and warranties set forth in this Article III.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES REGARDING COMPANY

Seller and Company, jointly and severally, represent and warrant to Buyer and Parent as follows, except as already disclosed in writing by Seller to Parent during Due Diligence One:

4.1 Organization, Qualification and Corporate Power. Seller has delivered to Parent a copy of the Company's last survey. Company is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Company is duly qualified to do business and is in good standing under the laws of each jurisdiction where such qualification is required. Company has full power and authority to conduct the businesses in which it is engaged, to own and use the properties and assets that it

purports to own or use and to perform its obligations. Company has delivered to Buyer correct and complete copies of the Organizational Documents of Company. Company is not in violation of any of its Organizational Documents. The minute books and any membership records of Company, in each case as delivered or made available to Buyer, are correct and complete.

4.2 Capitalization. All of the issued and outstanding membership interests of Company are owned of record and beneficially by Seller. There are no outstanding securities convertible or exchangeable into membership interests of Company or any options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other Contracts that could require Company to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem membership interests of Company. There are no outstanding appreciation, phantom, profit participation or similar rights with respect to the membership interests of Company. Company has not violated any securities Law in connection with the offer, sale or issuance of any of its capital stock or other equity or debt securities. There are no voting trusts, proxies or other Contracts relating to the voting of the membership interests of Company. Company does not control or own, directly or indirectly, any equity or profits interests in any Person or have the power, directly or indirectly, to elect any Persons to the board of directors or comparable governing body of any other Person. Company was recently formed by Seller for the purpose of holding and operating the assets related to the Business, which are used to operate the Division of Seller.

4.3 Authority. Company has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Company have been duly authorized by the sole director of Company. At Closing, the execution and delivery by Company of each Transaction Document to which Company is a party and the performance by Company of the Transaction will have been duly authorized by all requisite action of Company. This Agreement constitutes the valid and legally binding obligation of Company, enforceable against Company in accordance with the terms of this Agreement, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. Upon the execution and delivery by Company of each Transaction Document to which it is a party, such Transaction Document will constitute the valid and legally binding obligation of Company, enforceable against Company in accordance with the terms of such Transaction Document, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles.

4.4 No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transaction will, directly or indirectly, with or without notice or lapse of time: (a) violate any Law to which Company or any asset owned or used by Company is subject; (b) violate any Permit held by Company or give any Governmental Body the right to terminate, revoke, suspend or modify any Permit held by Company; (c) violate any Organizational Document of Company; (d) violate, conflict with, result in a material breach of, constitute a material default under, resulting, in each case under this subsection(d) in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Material Contract; (e) cause Buyer or Company to have any Liability for any Tax; or (f) result in the imposition of any Encumbrance upon any asset owned or used by Company. Company does not need to notify, make any filing with, or obtain any Consent of any Person in order to perform the Transaction.

4.5 Financial Statements.

(a) Attached to Schedule 4.5 is the unaudited balance sheet of the Division as of June 30, 2015 (the "**Interim Balance Sheet**", also referred to in this Agreement as "**Financial Statements**"). The Interim Balance Sheet has been prepared in accordance with the Accounting Principles, applied on a consistent basis throughout the periods covered thereby, and presents fairly in all material respects the financial condition of the Division as of and for its date and periods covered thereby.

(b) Seller's books and records regarding the Division, if any (including all financial records, business records, customer lists, and records pertaining to products or services delivered to customers) (i) are complete and correct in all material respects and all transactions to which it is or has been a party are accurately reflected therein in all material respects on an accrual basis, (ii) reflect all discounts, returns and allowances granted by it with respect to the periods covered thereby, (iii) have been maintained in accordance with customary and sound business practices in its industry, (iv) form the basis for the Interim Balance Sheet with respect to the Division and (v) reflect in all material respects the assets, liabilities, financial position, results of operations and cash flows of it on an accrual basis. All computer-generated reports and other computer output included in its books and records are complete and correct in all material respects.

(c) To the Knowledge of Seller, there are no events of fraud, whether or not material, that involve management or other employees of Seller or Company who have a significant role in the Division's financial reporting and relate to the Business.

4.6 Absence of Certain Changes. Since June 30, 2015 (the "**Interim Date**"), there has not been any Material Adverse Effect and, to the Seller's Knowledge, no event has occurred or circumstances exists that would reasonably be expected to result in any such Material Adverse Effect. Except as disclosed during Due Diligence One or as set forth on Schedule 4.6 or as a result of the Conferment, Seller has not, with respect to the Division:

(a) sold, leased, transferred or assigned any asset, other than for fair consideration in the Ordinary Course of Business or made any distributions of any assets (cash or otherwise) to any of its Affiliates;

(b) sold, leased, transferred or assigned any of its assets, tangible or intangible, other than the sale or transfer of Inventory or immaterial assets for fair consideration in the Ordinary Course of Business;

(c) experienced any material damage, destruction or loss other than ordinary wear and tear (whether or not covered by insurance) to its property or assets in excess of €50.000 in the aggregate;

(d) entered into any Contract (or series of reasonably related Contracts, each of which materially relates to the underlying transaction as a whole) involving more than €50.000 or that cannot be terminated without penalty on less than six months' notice;

(e) accelerated, terminated, modified or cancelled any Contract or Permit (or series of reasonably related Contracts or Permits) involving more than €50.000 annually to which it is a party or by which it or any of its assets is bound, and has not received notice that any other party to such a Contract or Permit (or series of reasonably related Contracts or Permits) has accelerated, terminated, modified or cancelled the same;

(f) had an Encumbrance imposed upon it or any of its assets;

(g) not (i) made any capital expenditure (or series of related capital expenditures) either involving more than €50.000 or outside the Ordinary Course of Business, (ii) failed to make any scheduled capital expenditures or investments when due, or (iii) made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans or acquisitions) involving more than €50.000;

(h) delayed or postponed the payment of accounts payable and other Liabilities to the detriment of any relationships between Seller and any of its suppliers, accelerated the collection of accounts receivable, in either case outside the Ordinary Course of Business, or altered any accounting method or practice;

(i) issued, created, incurred or assumed any Indebtedness (or series of related Indebtedness), except as in the Ordinary Course of Business, involving more than €50.000 in the aggregate;

(j) canceled, compromised, waived or released any right or claim (or series of related rights or claims) or any Indebtedness (or series of related Indebtedness) owed to it, except as in the Ordinary Course of Business, in any case involving more than €50.000;

(k) except as expressly provided by this Agreement, issued, sold or otherwise disposed of any of its capital stock, or granted any options, warrants or other rights to acquire (including upon conversion, exchange or exercise) any of its capital stock or declared, set aside, made or paid any dividend or distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased or otherwise acquired any of its capital stock or amended any of its Organizational Documents;

(l) (i) conducted the Business outside the Ordinary Course of Business, (ii) made any loan to, or entered into any other transaction with, any of its directors, officers or employees on terms that would not have resulted from an arms-length transaction, (iii) entered into any employment Contract or modified the terms of any existing employment Contract, (iv) granted any increase in the compensation of any of its directors, officers or employees (including, without limitation, any increase pursuant to any bonus, pension, profit-sharing or other plan or commitment), or (v) adopted, amended, modified or terminated any benefit plan or other Contract for the benefit of any of its directors, officers or employees;

(m) made, rescinded or changed any Tax election, changed any Tax accounting period, adopted or changed any accounting method, filed any amended Tax Return, entered into any closing agreement, settled any Tax claim, assessment or Liability, surrendered any right to claim a refund of Taxes, consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or taken any other similar action relating to the filing of any Tax Return or the payment of any Tax;

(n) had a Proceeding commenced nor, to Seller's Knowledge, threatened relating to or affecting Company, the Business or any asset owned or used by it;

(o) to Seller's Knowledge, suffered any occurrence, event or incident related to Company outside of the Ordinary Course of Business;

(p) estimated or recorded any Contract Loss in any single instance of more than €25.000 or any Contract Losses in the aggregate of more than €100.000;

(q) entered into any capital or operating leases;

(r) (i) entered into or agreed to enter into, or taken any action which would require it to enter into, a Labor Agreement or (ii) materially modified an existing Labor Agreement; or

(s) agreed or committed to any of the foregoing.

4.7 No Undisclosed Liabilities. To the Seller's Knowledge, Company has no Liabilities that are currently due and payable (and no basis exists for any such current Liability), except for (a) Liabilities under executory Contracts that are either listed on Schedule 4.13 or are not required to be listed thereon, excluding Liabilities for any breach of any executory Contract, (b) Liabilities to the extent reflected or reserved against on the Interim Balance Sheet and (c) current Liabilities incurred in the Ordinary Course of Business since the Interim Date (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of Contract, breach of warranty, tort, infringement or violation of Law).

4.8 Title of Assets. Seller has, and it will transfer to the Company through the Conferment, good and marketable title to, or a valid leasehold interest in, every property or asset used by Seller related to the Division, purported to be owned by it, or shown on the Interim Balance Sheet or acquired by Seller or Company after the Interim Date (the "**Assets**"), free and clear of any Encumbrances except for Encumbrances imposed by Parent or Buyer and except for properties and assets disposed of in the Ordinary Course of Business since the Interim Date. The Assets include all tangible and intangible property and assets and liabilities, including those listed in Schedule 4.8, Material Contracts and Division Permits as of the Closing.

4.9 Tangible Personal Property; Condition of Assets. Schedule 4.9 lists all machinery, equipment, parts, tools, fixtures, furniture, office equipment, computer hardware, supplies, motor vehicles, and other items of tangible personal property (other than Inventory) owned by Seller and related to the Division (the "**Tangible Personal Property**") and the net book value of each such item. To the Seller's Knowledge, the buildings, plants, structures, Tangible Personal Property and other tangible assets that are owned or leased by Seller related to the Division and to be conferred to Company in the Conferment are structurally sound, free from material defects, in good operating condition and repair (normal wear and tear excepted) and suitable for the uses for which they are used in the Business. To the Seller's Knowledge, none of such buildings, plants, structures, Tangible Personal Property or other tangible assets is in need of

maintenance or repairs, except for ordinary, routine maintenance and repairs that are not material in nature or cost to such building, plant, structure, Tangible Personal Property or other tangible asset. All of the Tangible Personal Property owned or leased by Seller related to the Division and to be conferred to Company in the Conferment are located on the Real Property (except for those in transit or located temporarily at any worksite for purposes of the conduct of the Business).

4.10 Accounts Receivable; Accounts Payable.

(a) All Accounts Receivable as of the Closing Date represent or will represent valid obligations arising from goods or services actually sold by Company in the Ordinary Course of Business. Unless paid prior to the Closing Date, the Accounts Receivable are and will be as of the Closing Date current and collectible in accordance with their terms net of the respective reserves shown on the Interim Balance Sheet and the accounting records of Company as of the Closing Date, respectively, provided, however, that the foregoing shall not be construed as a guarantee of such collectability. The foregoing reserves are or will be adequate and calculated consistent with past practices. There is no contest, claim, or right to set-off, other than warranty work in the Ordinary Course of Business, under any Contract with any obligor of an Account Receivable relating to the amount or validity of such Account Receivable. Schedule 4.10(a) contains a list of all Accounts Receivable as of the Interim Date, which list sets forth the aging of such Accounts Receivable.

(b) All Accounts Payable as of the Closing Date represent or will represent valid obligations arising from purchases or commitments actually made by Company in the Ordinary Course of Business. Unless paid prior to the Closing Date, the Accounts Payable are and will be as of the Closing Date current and payable in accordance with their terms. There is no contest, claim, or right to set-off under any Contract with any obligee of an Account Payable relating to the amount or validity of such Account Payable.

4.11 Inventory. Except as disclosed in writing during Due Diligence One, the Inventory consists of a quality and quantity usable for its intended purpose or salable in the Ordinary Course of Business, except for slow-moving and obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value on the accounting records of Company. All Inventory not written off has been valued at the cost. Except for Inventory in transit or located temporarily at any worksite for purposes of the conduct of the Business, the Inventory is located at the Real Property. The Parties acknowledge that the consistency of the Inventory was not relevant for purposes of determining the Purchase Price and will not give rise to any adjustment of the Purchase Price or any right to reimbursement of Losses under Article IX (Indemnification).

4.12 Real Property. Company does not own, nor has ever owned, any real property. Schedule 4.12 lists all of the real property and interests therein leased, subleased or otherwise occupied or used by Seller regarding the Division and Company (with all easements and other rights appurtenant to such property, the "**Real Property**"). For each item of Real Property, Schedule 4.12 also lists the lessor, the lessee, the lease term, the lease rate, and the lease, sublease, or other Contract pursuant to which Seller or Company holds a possessory interest in the Real Property and all amendments, renewals, or extensions thereto (each, a "**Lease**"). The leasehold interest of Company with respect to each item of Real Property is free and clear of any

Encumbrances. Company is not a sublessor of, and has not assigned any lease covering, any item of Real Property. The Real Property constitutes all interests in real property currently used in connection with the Business necessary to conduct the Business in the Ordinary Course of Business. Leasing commissions or other brokerage fees due from or payable by Company with respect to any Lease have been paid in full.

4.13 Contracts.

(a) Schedule 4.13 lists the following Contracts to which Company is a party or by which Company is bound or to which any asset of Company is subject or under which Company has any rights or the performance of which is guaranteed by Company or under which Company is conducting any of the Business (collectively, with the Leases, Licenses and Insurance Policies, the "**Material Contracts**"): (i) each Contract (or series of related Contracts) that involves delivery or receipt of products or services of an amount or value in excess of €50.000 or that involves expenditures or receipts in excess of €50.000; (ii) each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract affecting the ownership of, leasing of, title to, use of, or any leasehold or other interest in, any real or personal property, including each Lease and License; (iii) each licensing agreement or other Contract with respect to Intellectual Property, including any agreement with any current or former employee, consultant or contractor regarding the appropriation or non-disclosure of any Intellectual Property; (iv) each collective bargaining agreement and other Contract to or with any labor union or other employee representative of a group of employees; (v) each joint venture, partnership or Contract involving a sharing of profits, losses, costs or Liabilities with any other Person; (vi) each Contract containing any covenant that purports to restrict the business activity of Company or limit the freedom of Company to engage in any line of business or to compete with any Person; (vii) each Contract providing for payments to or by any Person based on sales, purchases or profits, other than direct payments for goods; (viii) each power of attorney; (ix) each Contract entered into other than in the Ordinary Course of Business that contains or provides for an express undertaking by Company to be responsible for consequential or incidental damages; (x) each Contract (or series of related Contracts) for capital expenditures in excess of €50.000; (xi) each written warranty, guaranty or other similar undertaking with respect to contractual performance other than in the Ordinary Course of Business; (xii) each Contract for Indebtedness; (xiii) each employment or consulting Contract; (xiv) each Contract to which Seller or any Related Person of Seller or of Company is a party or otherwise has any rights, obligations or interests; and (xv) each Contract not terminable without penalty on less than six months' notice.

(b) Seller has delivered to Buyer a correct and complete copy of each written Material Contract. Each Material Contract, with respect to the Division, is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. Each Material Contract, with respect to the other parties to such Material Contract, to Seller's Knowledge, is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. In operating the Business, Seller is not in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default,

or permit termination, modification or acceleration, under any Material Contract. To Seller's Knowledge, no other party is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default, or permit termination, modification or acceleration, under any Material Contract. No party to any Material Contract has repudiated any provision of any Material Contract.

(c) Seller has delivered to Buyer and/or Parent a true and correct executed copy of that certain License Agreement between Company and the European Commission dated September 21, 2015 ("**European Commission Agreement**"). Such European Commission Agreement is legal, valid, binding, enforceable, in full force and effect (subject to the execution of this Agreement) , subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. Company is not in breach or default, and no event has occurred that with notice or lapse of time would constitute a breach or default, or permit termination, modification or acceleration, under such European Commission Agreement.

Buyer and Parent acknowledge that Seller has disclosed in Schedule 4.13 Seller's agreements with its key suppliers for the Division and that Seller has disclosed to Parent in writing during Due Diligence One the possibility that certain current suppliers of Seller for the Division might not be able to meet Buyer's demand for certain products related to the Division.

4.14 Intellectual Property.

(a) Seller owns and possesses or has the right to use pursuant to a valid and enforceable written Contract, all Intellectual Property listed in Schedule 4.14(c1).

(b) To the Knowledge of Seller or Company, neither Company nor Seller has interfered with, infringed upon, misappropriated, or violated any valid Intellectual Property rights of third parties in any respect, and the continued operation of the Business will not interfere with, infringe upon, misappropriate, or violate any valid Intellectual Property right or other valid proprietary rights of a third party or constitute unfair competition. Neither Seller, nor any of its Representatives has received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Seller or Company must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of Seller, no third party has interfered with, challenged, infringed upon, misappropriated, or violated any Intellectual Property rights of Seller related to the Division or Company.

(c) Schedule 4.14(c1) identifies (i) each patent, trademark, service mark, Internet domain name, and copyright registration which is owned by Seller related to the Division, (ii) each pending patent application or application for trademark, service mark, and copyright registration which Seller owns related to the Division, (iii) each license, sublicense, agreement, or other permission pursuant to which Seller has granted any rights to any third party with respect to any of its Intellectual Property (together with any exceptions) related to the Division and (iv) each license, sublicense, agreement or other permission pursuant to which Seller receives any rights from any third party with respect to Intellectual Property (together with any exceptions) related to the Division. Seller has delivered to Parent correct and complete copies of all such patents, trademark registrations, service mark registrations, Internet domain name registrations, and

copyright registrations, patent applications, trademark applications, service mark applications, Internet domain name applications, copyright applications, Intellectual Property licenses (each a "**License**"), sublicenses, agreements, and permissions (as amended to date). Schedule 4.14(c1) also identifies each trade name or unregistered trademark, service mark, corporate name, copyrighted work and material Software item used by Seller in connection with the Business. Seller has made all necessary filings and paid all necessary registration, maintenance and renewal fees for the purpose of maintaining such Intellectual Property. There are no outstanding deadlines of any patent, copyright or trademark office (or any analogous office or registry anywhere in the world) in relation to such listed registrations or applications that will expire within three months of the Closing Date, with the exception of the deadlines listed in Schedule 4.14 (c2) Seller has all right, title and interest in and to, free and clear of any lien, license, or other Encumbrance, restriction or limitation regarding use and has the sole and exclusive right under (and none of its Affiliates has nor claims to have any individual right to use) all the Intellectual Property required to be disclosed on Schedule 4.14(c1) (subject to the terms and conditions of the applicable license agreements listed on Schedule 4.14(c1)), and such Intellectual Property is not subject to any outstanding Order restricting the use or licensing thereof by Seller and Seller has not received any written claim challenging the validity or effectiveness of such Intellectual Property, and such Intellectual Property is, to the Seller's Knowledge, valid and enforceable. Each item of Intellectual Property owned or used by Seller in conducting the Business immediately prior to the Closing as set forth on Schedule 4.14(c1) and all other Intellectual Property exclusively related to the Division will be owned or available for use by Buyer or Parent immediately subsequent to the Closing on identical terms and conditions as owned or used by Seller immediately prior to the Closing.

(d) Seller owns and possesses all proprietary Software set forth on Schedule 4.14(d) or has the right to use pursuant to a valid and enforceable written Contract, all Software set forth on Schedule 4.14(d), which constitutes all Software used by Seller in the operation of the Business.

(e) Seller has complied with all of its confidentiality obligations under each Contract to which Seller is a party related to the Division.

(f) All Intellectual Property owned (not licensed) by Seller related to the Division and all Software developed by Seller related to the Division or developed specifically for Seller regarding the Division on a work-for-hire basis, if any, was developed by (i) employees of Company or Seller (whether or not currently employed) within the scope of their employment; or (ii) current and former independent contractors who have entered into written agreements with Seller that assigned all right, title and interest in and to any Intellectual Property developed to Seller. Neither Seller nor, to Seller's knowledge, any employee or independent contractor of Seller has entered into any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied) that restricts or limits in any way the scope of the Intellectual Property owned by Seller related to the Division or requires Seller, or any employee or independent contractor thereof, to transfer, assign or disclose information concerning the Intellectual Property owned by Seller related to the Division to anyone other than Seller. No third party has any marketing rights with respect to or ownership interest in the Intellectual Property owned by Seller related to the Division. With the exception of any current or former independent contractors who assisted in developing components of the Software for Seller, no third party has or has had access to the source code of the Software related to the Division. Seller exclusively owns

and possesses the documentation and source code with respect to Software owned by Seller related to the Division. Any Software developed by Seller related to the Division has not manifested any material operating problem which appears to be incapable of remediation in the Ordinary Course of Business of Seller related to the Division as currently conducted.

(g) With the exception of the Disabling Device described in Schedule 4.14(g), the Software related to the Division developed by or for Seller does not contain any Disabling Device including any limitations that are triggered by: (a) software being used or copied a certain number of times, or after the lapse of a certain period of time; (b) software being installed on or moved to a central processing unit or system that has a serial number, model number or other identification different from the central processing unit or system on which the software was originally installed; or (c) the occurrence or lapse of any similar triggering factor or event which appears to be incapable of remediation in the Ordinary Course of Business of Seller related to the Division as currently conducted. "**Disabling Device**" means any virus, worm, trap door, back door, timer, clock, counter, Trojan horse or other limiting routine, instruction or design that would erase data or programming or otherwise cause systems to become inoperable or incapable of being used in the full manner for which it was designed and created.

(h) With the exception of the software components under GPL license as listed in Schedule 4.14(i), Seller has not delivered, licensed or made available, and has no duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available, the source code for any Software related to the Division developed for Seller to any Person who is not, as of the date of this Agreement, an employee of Seller.

(i) With the exception of the Software components listed in Schedule 4.14(i), Seller has not used, incorporated or embedded Open Source into any Software related to the Division, which Open Source requires, as a condition of such use, creation or distribution of such Software containing such Open Source: (a) the public disclosure of source code derived from, or incorporating, such Open Source software; (b) software derived from, or incorporating such Open Source software to also be made Open Source; or (c) the licensing of such Software royalty-free or at no charge for the purpose of permitting the creation of derivative works based upon such Software, or requires that the Software be redistributable at no charge. Except as set forth on Schedule 4.14(i), none of the components of the Software related to the Division constitutes a derivative work of any such Open Source, and none of the components of the Software related to the Division incorporate, link to (whether dynamically or statically), interface with or otherwise interact with any such Open Source in any manner that would require Company to distribute or make available to others the Software in source code form. Notwithstanding anything set forth in Article IX, the sole and exclusive remedy for any breach of the previous sentence shall be the remedy set forth in the last sentence of Section 8.2 (Transition). "**Open Source**" means any software or other material that is made generally available to the public, under "open source" licenses and without requiring the payment of any fees or royalties.

(j) (A) The proprietary components of the Software related to the Division are not subject to any transfer, assignment, source code escrow agreement, reversion, site, equipment, or other operational limitations. (B) Seller has not granted any other current, future or conditional rights, licenses or interests in or to the source code used or included in any proprietary component of the Software related to the Division. (C) Seller has not provided or disclosed the source code of

any proprietary component of the Software related to the Division to any Person except current and former independent contractors assisting in developing components of the Software for Seller. Seller has maintained and protected the proprietary components of the Software related to the Division with appropriate proprietary notices (including notice of ownership to the extent owned), confidentiality and non-disclosure agreements and such other measures as reasonably necessary to properly protect and prevent disclosure to unauthorized parties of the proprietary, trade secret and/or confidential information contained therein. To Seller's Knowledge, the proprietary components of the Software related to the Division are protectable under applicable copyright law and have not been forfeited to the public domain.

(k) Schedule 4.14(k) contains a complete and accurate list and summary description of all rights in social media corporate identifiers presently used or owned by Seller for use in connection with the Business, including Facebook pages and Twitter accounts. Seller owns or has the right to use all social media corporate identifiers or other account information necessary to access, transfer, use and update all of the foregoing, presently used or owned by Seller (collectively "**Net Names**"). All Net Names have been registered in the name of Seller or Company and are, and have been, to Seller's Knowledge, in compliance with all applicable Laws. To Seller's Knowledge, (a) no Net Name has been or is now involved in any dispute, opposition, invalidation or cancellation Proceeding; (b) no such action is threatened with respect to any Net Name; (c) no Net Name has been challenged, interfered with or threatened in any way; (d) no Net Name infringes, interferes with or is alleged to interfere with or infringe the trademark, copyright or domain name of any other Person.

4.15 Tax.

(a) Company has filed all Tax returns which are required to be filed under its respective jurisdiction of incorporation within the applicable time limits, such returns have been correctly prepared and all Taxes due have been fully paid within the applicable time limits or adequately and specifically reserved for in the Financial Statements.

(b) As of the date of this Agreement, Seller has provided to Parent a true and correct copy of a Tax certificate issued by the relevant Italian tax authority attesting that no Tax claims are pending against Seller related to the Division or against Company.

4.16 Legal Compliance.

(a) Seller is, and since January 1, 2012 has been, in compliance in all material respects with all applicable Laws and Permits related to the Division. No Proceeding relating to the Division is pending, nor since January 1, 2012, has been filed or commenced, against Seller or Company alleging any failure to comply with any applicable Law or Permit. To Seller's Knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) would constitute or result in a material violation by Company of any Law or Permit. Seller or Company has not received any notice or other communication from any Person regarding any actual, alleged or potential violation by Seller or Company of any Law or Permit or any cancellation, termination or failure to renew any Permit held by Seller or Company related to the Division.

(b) Seller has all Permits necessary to operate the Division as currently conducted and all such Permits are transferable (subject to the requirements applicable to the transfer of Seller's CE mark related to the Division), valid and in full force and effect, are renewable for no more than a nominal fee and, to Seller's Knowledge, there is no reason why such Permits will not be renewed.

4.17 Litigation. There is no Proceeding pending or, to Seller's Knowledge, threatened, relating to or affecting (a) Seller in the operation of the Business, Company or the Division or any asset owned or used by any of them related to the Division or (b) the Transaction. To Seller's Knowledge, no event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

4.18 Product and Service Warranties. Each product manufactured, sold, licensed, leased or delivered and each service provided by Seller related to the Division or Company has been in conformity with all applicable contractual commitments and all express and implied warranties in all material respects. Neither Seller with respect to the Division nor Company has had any Liability (and to the Seller's Knowledge there is no pending or threatened Proceeding against Seller related to the Division or Company that could give rise to such Liability) for replacement or repair of any such product or service or other damages in connection therewith. No service is provided or product manufactured, sold, leased or delivered by Seller related to the Division or Company that is subject to any guaranty, warranty or indemnity beyond the applicable standard terms and conditions of sale or lease. Seller has provided to Parent during Due Diligence One all Contracts which contain warranties extended beyond 12 months and (ii) all warranty claims made against Seller related to the Division or Company in excess of €50.000 since January 1, 2012. To the Seller's Knowledge neither Seller nor Company has any Liability (and to the Seller's Knowledge there is no pending or threatened Proceeding against Seller related to the Division or Company that could give rise to any Liability) related to the Division or the Business arising out of any injury to any individual or property as a result of any service provided or the ownership, possession or use of any product manufactured, sold, leased or delivered by Seller or Company.

4.19 Environmental. Each of Seller and Company has complied and is in compliance with all Environmental Laws regarding the Division in all material respects. Seller has obtained and complied with, and is in compliance with, all Permits that are required pursuant to any Environmental Law for the occupation of its facilities related to the Division and the operation of the Business. Seller has not received any written notice, report or other information regarding any actual or alleged violation of any Environmental Law, or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations, relating to it or its facilities arising under any Environmental Law. None of the following exists at any property or facility currently leased or operated by Seller regarding the Division and none of the following existed at any property or facility previously owned, leased or operated by Seller regarding the Division at or before the time Seller or Company ceased to own or operate such property or facility: (a) underground storage tanks, (b) asbestos-containing material in any form or condition, (c) materials or equipment containing polychlorinated biphenyls, or (d) landfills, surface impoundments or disposal areas. Company has not treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled or released any substance, including any Hazardous Substance, or owned or operated any property or facility (and no such property or facility is contaminated by

any such substance) in a manner that has given or would give rise to any Liability, including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, pursuant to any Environmental Law. Neither this Agreement nor the Transaction will result in any Liability for site investigation or cleanup, or notification to or Consent of any Person, pursuant to any "transaction-triggered" or "responsible property transfer" Environmental Laws. Company has not, either expressly or by operation of law, assumed or undertaken any Liability, including any obligation for corrective or remedial action, of any other Person relating to any Environmental Law. No facts, events or conditions relating to the past or present facilities, properties or operations of Company will prevent, hinder or limit continued compliance with any Environmental Law, give rise to any investigatory, remedial or corrective obligations pursuant to any Environmental Law, or give rise to any other Liabilities pursuant to any Environmental Law, including any relating to onsite or offsite releases or threatened releases of hazardous materials, substances or wastes, personal injury, property damage or natural resources damage.

4.20 Employees.

(a) With respect to each Employee, Seller has provided to Parent the name, job title, current rate of direct compensation, employer, date of commencement of employment, and sick and vacation leave (both number of days and Euro equivalent) that is accrued and unused. The Employees employed by Seller with respect to the Division, will be transferred to Company as part of the Conferment and constitute those Persons necessary to run the Business at Closing. To the Knowledge of Seller, no Employee has any plans to terminate employment with his or her employer.

(b) Seller has provided a copy of each collective bargaining agreement, pre-hire agreement or other agreement with any trade union, labor organization or representative of employees to which Company or Seller is currently or has ever been a signatory or party and which represents or seeks to represent any employee of Company related to the Division (the "**Labor Agreements**"). There has not been any demand to Company for recognition from any trade union, labor organization or representative of employees. There is no union organizational campaign, representation petition, certification application or other question concerning representation which is currently pending or, to Seller's Knowledge, threatened with respect to any employees of Seller or Company related to the Division. There are no labor disputes existing or, to Seller's Knowledge, threatened involving, by way of example, strikes, work stoppages, slowdowns, picketing or other interference with work of the Business. Seller and Company are in compliance with all of their Labor Agreements related to the Division and such agreements are in compliance with all applicable law.

(c) There are no pending, or to Seller's Knowledge, threatened, Proceedings with respect to Seller or Company under any Laws relating to or arising out of any employment relationship with the Employees. Neither Seller nor Company is subject to any settlement or consent decree with any present or former employee, labor union or Governmental Body relating to claims of discrimination, wrongful practices or other claims in respect of employment practices and policies related to the Division.

(d) Seller is, and since January 1, 2012 has been, and Company is in compliance in all material respects with all Laws relating to the employment of labor, including Laws respecting employment and employment practices, terms and conditions of employment, wages and hours, payroll documents, social security, labour and welfare, equal opportunity, immigration compliance, occupational health and safety, termination or discharge, plant closing and mass layoff requirements, affirmative action, workers' compensation, disability, unemployment compensation, whistleblower laws, collective bargaining, the payment of all applicable Taxes and other required withholdings related to the Division. Seller has provided to Parent a true and correct copy of the Certificate showing that all payments required under Italian law to the Istituto Nazionale di Previdenza Sociale ("**INPS**") for provision of employee benefit packages to the Employees have been made and there is no outstanding liability with respect thereto.

(e) All employees and former employees of Seller for the Division and the Company have been, or will have been on or before the Closing Date, paid in full for, or Seller shall have properly accrued for, all wages, salaries, commissions, bonuses, vacation pay, severance and termination pay, sick pay, and other compensation for all services performed by them or that was accrued by them up to the Closing, payable in accordance with the obligations of Seller under any employment or labor practices and policies, or any collective bargaining agreement or individual agreement to which Seller or Company is a party, or by which Seller or Company may be bound.

(f) The statutory register entitled "Libro Unico del Lavoro" is up to date and all details concerning the Employees contained therein are true and accurate in all respects and not misleading.

(g) To Seller's Knowledge, no employee, officer or director of Seller related to the Division or of Company is a party to or bound by any agreement that (1) could adversely affect the performance of his or her duties as an employee, officer or director other than for the benefit of Seller related to the Division or of Company, (2) could adversely affect the ability of Seller or Company to conduct the Business, (3) restricts or limits in any way the scope or type of work in which he or she may be engaged other than for the benefit of Seller or Company or (4) requires him or her to transfer, assign or disclose information concerning his or her work to anyone other than Seller with respect to the Division or Company.

4.21 Transaction with Related Persons. For the past five years, neither any shareholder, officer, member, director or employee of Company or Seller, nor any Related Person of any of the foregoing has (a) owned any interest in any asset used in the Business, (b) been involved in any business or transaction with Seller regarding the Division or with Company or (c) engaged in competition with Seller regarding the Division or with Company. Neither any shareholder, officer, member, director or employee of Seller regarding the Division or Company nor any Related Person of any of the foregoing (i) is a party to any Contract with, or has any claim or right against, Seller regarding the Division or Company or (ii) has any Indebtedness owing to Seller regarding the Division or Company. Company does not have (A) any claim or right against any shareholder, officer, director or employee of Seller regarding the Division or of Company or any Related Person of any of the foregoing or (B) any Indebtedness owing to any shareholder, officer, member, director or employee of Seller regarding the Division or Company or any Related Person of any of the foregoing.

4.22 Indebtedness and Guaranties. Complete and correct copies of all instruments (including all amendments, supplements, waivers and consents) relating to any Indebtedness of Seller regarding the Division or Company has been furnished to Parent. Neither Seller with respect to the Division or Company is a guarantor or otherwise liable for any Liability with respect to Indebtedness for borrowed money of any other Person.

4.23 Capital Expenditures There are no capital expenditures that Seller (with respect to the Division) or Company currently plans to make or anticipates will need to be made during its current fiscal year or the following fiscal year in order to comply with existing Laws or to continue operating the Business following the Closing in the manner currently conducted.

4.24 Insurance. Seller has delivered to Parent true and complete copies of each Insurance Policy and each pending application of Seller (with respect to the Division). All premiums relating to the Insurance Policies have been timely paid. Schedule 4.24 describes self-insurance arrangements affecting Seller related to the Division, if any. With respect to the Division, Seller has been covered during the past ten years by insurance in scope and amount customary and reasonable for the Business in which it has engaged during such period. Seller is in compliance with all obligations relating to insurance created by Law or any Contract to which Seller is party with respect to the Division. Seller has delivered or made available to Parent copies of loss runs and outstanding claims as of a recent date with respect to each Insurance Policy related to the Division.

4.25 No Acceleration of Rights and Benefits. Neither Seller nor Company has made, nor is Seller nor Company obligated to make, any payment to any Person in connection with the Transaction or any change of control of Company. No rights or benefits of any Person have been (or will be) accelerated, increased or modified and no Person has the right to receive any payment or remedy (including rescission or liquidated damages), in each case as a result of a change of control or the consummation of the Transaction.

4.26 No Brokers' Fees. Neither Seller nor Company has Liability for any fee, commission or payment to any broker, finder or agent with respect to the Transaction.

4.27 Data Privacy. In conducting the Business, Seller has not breached any of its data privacy obligations and Seller and Company are in compliance with all directives, laws, and regulations governing data privacy, including without limitation, d. lgs. no. 196/2003 titled "*Codice in materia di protezione dei dati personali*," and related rules and regulations which went into effect on January 1, 2004, to properly collect, transfer, process, or otherwise handle personal data of data subjects, and to provide proper notification thereto, with respect to the Division.

4.28 Anti-bribery. Neither Seller in conducting the Business, nor Company nor, to the best knowledge of Seller, any director, officer, agent, employee or affiliate or any other person acting on behalf of Seller in conducting the Business has (i) violated or is in violation of any applicable anti-bribery laws and regulations, including but not limited to the Italian Anti-bribery Act and any modifications or revisions thereto; (ii) taken any unlawful action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to anyone, including any foreign official; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) used any corporate funds for any unlawful contribution, gift, entertainment or

other unlawful expense relating to political activity; and Seller and Company have instituted and maintain and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with anti-corruption laws applicable to the Division and with the representation and warranty contained herein, and Seller and Company are in compliance with Law 231.

4.29 Disclosure. No representation or warranty contained in this Article IV and no statement in any Schedule related thereto, taken as a whole, as qualified by the materials and information made available in connection with Due Diligence One, contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein not misleading.

4.30 Exclusivity of Representations. The representations and warranties made by Company in this Article IV, as qualified by the materials and information made available in connection with Due Diligence One, are the exclusive representations and warranties made by Company. The Company hereby disclaims any other express or implied representations or warranties. Each of Parent and Buyer acknowledge that it is not relying on any representations and warranties made by Company other than those representations and warranties set forth in this Article IV.

ARTICLE V
REPRESENTATIONS AND WARRANTIES REGARDING BUYER AND PARENT

Buyer, as applicable, and Parent, as applicable, each represents and warrants to Seller as follows, except as already disclosed in writing by Parent to Seller during Due Diligence Two:

5.1 Organization and Authority. Each of Parent and Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Buyer has been formed as a wholly-owned subsidiary of Parent for the purpose of entering into the Transaction. Each of Parent and Buyer has full corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution and delivery by Parent and Buyer of each Transaction Document to which it is a party and the performance by Parent and Buyer of the Transaction have been duly approved by all requisite corporate action of Parent and Buyer. This Agreement constitutes the valid and legally binding obligation of each of Buyer and Parent, enforceable against each of Buyer and Parent as applicable, in accordance with the terms of this Agreement. Upon the execution and delivery by Buyer and Parent of each Transaction Document to which Buyer or Parent is a party, such Transaction Document will constitute the valid and legally binding obligation of Buyer and/or Parent, as applicable, enforceable against such party in accordance with the terms of such Transaction Document.

5.2 No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transaction will, with or without notice or lapse of time: (a) violate any Law to which Buyer or Parent or Parent's subsidiaries are subject; (b) violate any Organizational Document of Buyer or Parent; or (c) violate, conflict with, result in a material breach of, constitute a material default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which Buyer or Parent is a party or by which Buyer or Parent is bound or the performance of which is guaranteed by Buyer or Parent.

5.3 TransEnterix Stock. The Securities Consideration have been duly and validly authorized and, when issued and delivered to and paid for by Seller in accordance with the terms of this Agreement, will be duly and validly issued and fully paid and non-assessable and will conform to the descriptions thereof contained in Parent's Registration Statement on Form 8-A filed with the SEC on April 7, 2014 (the "**Form 8-A**"); and the issuance of such shares of TransEnterix Stock is not subject to any preemptive or similar rights. Parent had, as of the date thereof, an authorized capitalization as set forth in its Form 10-Q (the "**Form 10-Q**") for the quarter ended June 30, 2015. As of September 17, 2015, there are 84,559,403 shares of common stock and no shares of preferred stock outstanding. All of the issued and outstanding shares of capital stock of Parent have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the descriptions thereof contained in the Form 10-Q or the Form 8-A, and none of the issued and outstanding shares of capital stock of Parent are subject to any preemptive or similar rights.

5.4 SEC Filings; Compliance with Exchange Act.

(a) Parent has timely filed all SEC Filings, all of which, as of their respective dates, complied in all material respects with all applicable requirements of the Exchange Act. Except to the extent that information contained in any such SEC Filing has been revised, amended, supplemented or superseded by a subsequent SEC Filing, none of the SEC Filings including, without limitation, any financial statements or schedules included therein, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(b) Since the date of the latest unaudited financial statements included in the Form 10-Q, (a) neither Parent nor any subsidiary (including Buyer) has been advised of (1) any significant deficiencies in the design or operation of internal controls that could adversely affect the ability of Parent and each of its subsidiaries to record, process, summarize and report financial data, or any material weaknesses in internal controls and (2) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of Parent and each of its subsidiaries, and (b) since that date, there has been no change in Parent's or any subsidiary's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, Parent's or any such subsidiary's internal control over financial reporting.

(c) Parent 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, and such disclosure controls and procedures are effective.

5.5 No Brokers' Fees. Parent and Buyer have no Liability for any fee, commission or payment to any broker, finder or agent with respect to the Transaction for which Seller could be liable.

5.6 Investment Intent. Buyer is acquiring the Interests purchased hereunder for its own account and not with a view to distribution of such Interests in violation of the Securities Act.

5.7 Financial Statements.

(a) The SEC Filings present fairly the financial condition of Parent as of and for their respective dates and periods covered thereby.

(b) Parent's books and records (including all financial records, business records, customer lists, and records pertaining to products or services delivered to customers) (i) are complete and correct in all material respects and all transactions to which it is or has been a party are accurately reflected therein in all material respects on an accrual basis, (ii) reflect all discounts, returns and allowances granted by it with respect to the periods covered thereby, (iii) have been maintained in accordance with customary and sound business practices in its industry, (iv) form the basis for the SEC Filings and (v) reflect in all material respects the assets, liabilities, financial position, results of operations and cash flows of it. All computer-generated reports and other computer outputs included in its books and records are complete and correct in all material respects and were prepared in accordance with sound business practices based upon authentic data. Parent's management information systems are adequate for the preservation of relevant information and the preparation of accurate reports.

(c) Except as set forth in the SEC Filings, to the Knowledge of Parent, there are no events of fraud, whether or not material, that involve management or other employees of Parent who have a significant role in Parent's financial reporting.

5.8 No Undisclosed Liabilities. Except as set forth in the SEC Filings, Parent has no Liabilities (and no basis exists for any Liability), except for (a) Liabilities under executory Contracts excluding Liabilities for any breach of any executory Contract, and (b) Liabilities incurred in the ordinary course of its business since the prior SEC Filing (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of Contract, breach of warranty, tort, infringement or violation of Law).

5.9 Tax Matters.

(a) Buyer has timely prepared and filed all Tax Returns required to have been filed by Buyer with the appropriate Governmental Body and timely paid all Taxes shown thereon or otherwise owed by it. The charges, accruals and reserves on the books of Buyer in respect of Taxes for all fiscal periods are adequate in all material respects, and there are no material unpaid assessments against Buyer nor, to Buyer's Knowledge, any basis for the assessment of any additional Taxes, penalties or interest for any fiscal period or audits by any federal, state or local taxing authority except for any assessment which is not material to Buyer, taken as a whole. All Taxes and other assessments and levies that Buyer is required to withhold or to collect for payment have been duly withheld and collected and paid to the proper Governmental Body or third party when due. There are no Tax liens or claims pending or, to Buyer's Knowledge, threatened against Buyer or any of its assets or property. There are no outstanding tax sharing agreements or other such arrangements between Buyer and any other corporation or entity.

(b) Except as disclosed in the SEC Filings, Parent has timely prepared and filed all Tax Returns required to have been filed by Parent with the appropriate Governmental Body and timely paid all Taxes shown thereon or otherwise owed by it. The charges, accruals and reserves on the

books of Parent in respect of Taxes for all fiscal periods are adequate in all material respects, and there are no material unpaid assessments against Parent nor, to Parent's Knowledge, any basis for the assessment of any additional Taxes, penalties or interest for any fiscal period or audits by any federal, state or local taxing authority except for any assessment which is not material to Parent, taken as a whole. All Taxes and other assessments and levies that Parent is required to withhold or to collect for payment have been duly withheld and collected and paid to the proper Governmental Body or third party when due. There are no Tax liens or claims pending or, to Parent's Knowledge, threatened against Parent or any of its assets or property. There are no outstanding tax sharing agreements or other such arrangements between Parent and any other corporation or entity.

5.10 Intellectual Property.

(a) Parent or one of its Subsidiaries owns and possesses or has the right to use pursuant to a valid and enforceable written Contract, all Intellectual Property listed in Schedule 5.10(c).

(b) To Parent's Knowledge, neither Parent nor any of its Subsidiaries has interfered with, infringed upon, misappropriated, or violated any valid Intellectual Property rights of third parties in any respect, and the continued operation of Parent's and its Subsidiaries respective businesses will not interfere with, infringe upon, misappropriate, or violate any valid Intellectual Property right or other valid proprietary rights of a third party or constitute unfair competition. Neither Parent, nor any of its Subsidiaries, nor any of its or their respective Representatives, has received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Parent or its Subsidiaries must license or refrain from using any Intellectual Property rights of any third party). To Parent's Knowledge, no third party has interfered with, challenged, infringed upon, misappropriated, or violated any Intellectual Property rights of Parent or any of its Subsidiaries.

(c) Schedule 5.10(c) identifies (i) each patent, trademark, service mark, Internet domain name, and copyright registration which is owned by Parent or its Subsidiaries, (ii) each pending patent application or application for trademark, service mark, and copyright registration which Parent or any of its Subsidiaries owns, (iii) each license, sublicense, agreement, or other permission pursuant to which Parent or any of its Subsidiaries has granted any rights to any third party with respect to any of its Intellectual Property (together with any exceptions) and (iv) each license, sublicense, agreement or other permission pursuant to which Parent or any of its Subsidiaries receives any rights from any third party with respect to Intellectual Property (together with any exceptions). Except as set forth in Schedule 5.10(c), Parent has made all necessary filings and paid all necessary registration, maintenance and renewal fees for the purpose of maintaining such Intellectual Property. Parent has all right, title and interest in and to, free and clear of any lien, license, or other Encumbrance, restriction or limitation regarding use and has the sole and exclusive right under (and none of Parent nor any of its Affiliates has nor claims to have any individual right to use) all the Intellectual Property required to be disclosed on Schedule 5.10(c) (subject to the terms and conditions of the applicable license agreements listed on Schedule 5.10(c)), and such Intellectual Property is not subject to any outstanding Order restricting the use or licensing thereof by Parent or any of its Affiliates and Parent has not received any written claim challenging the validity or effectiveness of such Intellectual Property, and such Intellectual Property is valid and enforceable.

(d) Parent and each of its Subsidiaries has complied with all of its confidentiality obligations under each Contract to which it is a party.

(e) All Intellectual Property owned (not licensed) by Parent or any of its Subsidiaries and all commercially-ready software developed by Parent or any of its Subsidiaries or developed specifically for Parent or any of its Subsidiaries on a work-for-hire basis, if any, ("**Parent Software**") was developed by (i) employees of Parent or its Subsidiaries (whether or not currently employed) within the scope of their employment; or (ii) current and former independent contractors who have entered into written agreements with Parent or its Subsidiaries that assigned all right, title and interest in and to any Intellectual Property developed to Parent or its Subsidiaries. Neither Parent nor any of its Subsidiaries nor to the knowledge of Parent and its Subsidiaries, any of their respective employees or independent contractors has entered into any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied) that restricts or limits in any way the scope of the Intellectual Property owned by Parent or any of its Subsidiaries or requires Parent or any of its Subsidiaries, or any of their respective employees or independent contractors, to transfer, assign or disclose information concerning the Intellectual Property owned by Parent or any of its Subsidiaries to anyone other than Parent and its Subsidiaries. Except as set forth on Schedule 5.10(e), no third party has any marketing rights with respect to or ownership interest in the Intellectual Property owned by Parent or any of its Subsidiaries or has or has had access to the source code of the Parent Software. Except as set forth on Schedule 5.10(e), Parent or its Subsidiaries exclusively own and possesses the documentation and source code with respect to Parent Software. Any Parent Software has not manifested any material operating problem which appears to be incapable of remediation in the ordinary course of business of Parent and its Subsidiaries as currently conducted.

(f) The Parent Software, if any, does not contain any Disabling Device including any limitations that are triggered by: (a) software being used or copied a certain number of times, or after the lapse of a certain period of time; (b) software being installed on or moved to a central processing unit or system that has a serial number, model number or other identification different from the central processing unit or system on which the software was originally installed; or (c) the occurrence or lapse of any similar triggering factor or event which appears to be incapable of remediation in the Ordinary Course of Business of Parent.

(g) Neither Parent nor any of its Subsidiaries has delivered, licensed or made available, or has a duty or obligation (whether present, contingent, or otherwise) to deliver, license or make available, the source code for any Parent Software to any Person who is not, as of the date of this Agreement, an employee of Parent or any of its Subsidiaries.

(h) Neither Parent nor any of its Subsidiaries has used, incorporated or embedded Open Source into any Parent Software, which Open Source require, as a condition of such use, creation or distribution of such software containing such Open Source: (a) the public disclosure of source code derived from, or incorporating, such Open Source software; (b) software derived from, or incorporating such Open Source software to also be made Open Source; or (c) the licensing of such software royalty-free or at no charge for the purpose of permitting the creation of derivative works based upon such software, or requires that the software be redistributable at no charge. Except as set forth on Schedule 5.10(h), none of the Parent Software constitutes a derivative work of any such Open Source, nor does any of such software incorporate, link to (whether dynamically or

statically), interface with or otherwise interact with any such Open Source in any manner that would require the Parent or any of its Subsidiaries to distribute or make available to others the software in source code form.

(i) Except as set forth on Schedule 5.10(i), (A) the Parent Software are not subject to any transfer, assignment, source code escrow agreement, reversion, site, equipment, or other operational limitations; (B) neither Parent nor any of its Subsidiaries has granted any other current, future or conditional rights, licenses or interests in or to the source code used or included in any proprietary component of the Parent Software; and (C) neither Parent nor any of its Subsidiaries has provided or disclosed the source code of any proprietary component of the Parent Software, except current and former independent contractors assisting in developing components of the Parent Software for Parent or any of its Subsidiaries. Each of Parent and its Subsidiaries has maintained and protected the proprietary components of the Parent Software with appropriate proprietary notices (including notice of ownership to the extent owned), confidentiality and non-disclosure agreements and such other measures as reasonably necessary to properly protect and prevent disclosure to unauthorized parties of the proprietary, trade secret and/or confidential information contained therein. Except as set forth on Schedule 5.10(i), to the knowledge of Parent and its Subsidiaries, the Parent Software are protectable under applicable copyright law and have not been forfeited to the public domain.

5.11 Legal Compliance. Except as set forth in the SEC Filings, each of Parent and its Subsidiaries is and since January 1, 2012 has been in compliance in all material respects with all applicable Laws and Permits. No Proceeding is pending, nor has been filed or commenced, against Parent or any of its Subsidiaries alleging any failure to comply with any applicable Law or Permit. No event has occurred or circumstance exists that (with or without notice or lapse of time) would constitute or result in a material violation of any Law or Permit. Neither Parent nor any of its Subsidiaries has received any notice or other communication from any Person regarding any actual, alleged or potential violation of any Law or Permit or any cancellation, termination or failure to renew any Permit held by Parent or any of its Subsidiaries.

5.12 Litigation. Except as set forth in the SEC Filings, there is no Proceeding pending or, to Parent's Knowledge, threatened, relating to or affecting (a) Parent or any of its Subsidiaries in the operation of their respective businesses or any asset owned or used by any of them or (b) the Transaction. To Parent's Knowledge, no event has occurred or circumstance exists that would reasonably be expected to give rise to or serve as a basis for the commencement of any such Proceeding.

5.13 Indebtedness and Guaranties. Complete and correct copies of all instruments (including all amendments, supplements, waivers and consents) relating to any Indebtedness of Parent and its Subsidiaries has been furnished to Seller via the SEC Filings. Except as specifically described in the SEC Filings, neither Parent nor any of its Subsidiaries is a guarantor or otherwise liable for any Liability with respect to Indebtedness for borrowed money of any other Person.

5.14 Data Privacy. Parent is putting into place and will, as of the Closing Date, have in place policies and certifications with respect to its (and its Subsidiaries') obligations to comply with U.S. - E.U. Safe Harbor Framework published by the U.S. Department of Commerce regarding the processing of personal information transferred from the EU to the United States.

5.15 Anti-bribery. Neither Parent nor any of its Subsidiaries (including Buyer), or, to the Knowledge of Parent, any director, officer, agent, employee or other person associated with or acting on behalf of Parent or any of its Subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, or (iv) made any bribe, unlawful rebate, payoff, influence payment, kickback or other unlawful payment.

5.16 Real Property. Neither Parent nor any of its Subsidiaries owns any real property. Schedule 5.16 lists all of the real property and interests therein leased, subleased or otherwise occupied or used by Parent and its Subsidiaries (with all easements and other rights appurtenant to such property, the "**Parent Real Property**"). For each item of Parent Real Property, Schedule 5.16 also lists the lessor, the lessee, the lease term, the lease rate, and the Lease pursuant to which Parent or any of its Subsidiaries holds a possessory interest in the Real Property and all amendments, renewals, or extensions thereto. Leasing commissions or other brokerage fees due from or payable by Parent with respect to any Lease have been paid in full.

5.17 Subsidiaries. Except as set forth in Schedule 5.17, Parent represents and warrants that each subsidiary of Parent (each, a "**Subsidiary**") has been duly incorporated (or organized) and is validly existing as a corporation (or other organization) in good standing under the laws of the jurisdiction of its incorporation (or organization), with power and authority to own, lease and operate its properties and conduct its business, and has been duly qualified as a foreign corporation (or other organization) for the transaction of business and is in good standing under the laws of each other jurisdiction in which its owns or leases properties or conducts any business so as to require such qualification, except where the failure so to qualify or be in good standing would not have a Material Adverse Effect. All of the issued and outstanding capital stock (or other ownership interests) of each Subsidiary has been duly and validly authorized and issued, is fully paid and non-assessable and is owned by the Parent, directly or through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity.

5.18 Insurance. Parent and each of its Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the business in which it is engaged; neither Parent nor any of its Subsidiaries has been refused any insurance coverage sought or applied for. Parent has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

5.19 Absence of Changes. Parent represents and warrants that, since June 30, 2015, neither Parent nor any of its Subsidiaries has sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, other than as disclosed in writing in Due Diligence Two. Since June 30, 2015, (1) there has not been any change in the capital stock or long-term debt of Parent or any of its Subsidiaries, (2) there has not been a Material Adverse Effect, nor any development which could reasonably be expected to result in a Material Adverse Effect, and (3) there have been no transactions entered into by, and no obligations or Liabilities, contingent or otherwise, incurred by Parent, which are material to Parent.

5.20 Permits. Parent and each of its Subsidiaries possess all permits, licenses, approvals, consents and other authorizations (collectively, "**Parent Permits**") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by it. Parent and each of its Subsidiaries is in compliance with the terms and conditions of all such Parent Permits and all of the Parent Permits are valid and in full force. and effect, except, in each case, where the failure to hold such Permits or to comply with such Parent Permits or where the invalidity of such Parent Permits or the failure of such Parent Permits to be in full force and effect, individually or in the aggregate, are not material to Parent and its Subsidiaries, taken as a whole. Parent has not received any written notice of proceedings relating to the revocation or material modification of any such Parent Permits. No suspension, revocation or cancellation of any Parent Permit is pending or, to the Knowledge of Parent, threatened, except for such noncompliance, suspensions or cancellations with respect to such Parent Permits that, individually or in the aggregate, are not material to Parent and its Subsidiaries, taken as a whole.

5.21 Disclosure. No representation or warranty contained in this Article V and no statement in any Schedule related thereto, taken as a whole, as qualified by the materials and information made available in connection with Due Diligence Two, contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein not misleading.

5.22 Assets. With respect to the machinery, equipment, furniture, fixtures and other tangible property and assets purported to be owned, leased or used by Parent or any of its Subsidiaries, Parent or one of its Subsidiaries owns, or has a valid leasehold interest in, all such assets free and clear of all Encumbrances, except as set forth on Schedule 5.22, and such assets are in good operating condition (normal wear and tear excepted). The assets owned or leased by Parent constitute all of the personal property reasonably necessary for Parent to carry on the Parent Business. For purposes of clarity, this Section 5.22 does not relate to real property (as neither Parent nor any of its Subsidiaries own any Real Property) or Intellectual Property (such items being the subject of Section 5.10).

5.23 Environmental Matters. Except as would not reasonably be expected to result in a material liability to Parent and its Subsidiaries, taken as a whole, (i) Parent and each of its Subsidiaries is in compliance with all Environmental Laws; (ii) Parent and its Subsidiaries have not received any written notice of any claim or order alleging Parent's or any of its Subsidiaries' violation of, or liability under any Environmental Law which has not heretofore been cured; and (iii) there is no action or proceeding pending, or to the Knowledge of Parent, threatened against Parent or its Subsidiaries alleging Parent's or its Subsidiaries' failure to comply with Environmental Laws. The parties agree that the only representations and warranties of Parent in this Agreement which relate to Environmental Laws or Hazardous Substances are those contained in this Section 5.23.

5.24 Contracts.

(a) Schedule 5.24 sets forth a list of all Parent Material Contracts to which Parent or any of its Subsidiaries is a party or is bound by as of the date hereof.

(b) Each Parent Material Contract is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. Each Material Contract, with respect to the other parties to such Material Contract, to Parent's Knowledge, is legal, valid, binding, enforceable, in full force and effect and will continue to be so on identical terms following the Closing Date, subject to bankruptcy, insolvency, reorganization or similar laws of general application affecting the rights and remedies of creditors, and to general equity principles. In operating the Parent Business, neither Parent nor any Subsidiary is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default, or permit termination, modification or acceleration, under any Parent Material Contract. To Parent's Knowledge, no other party is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default, or permit termination, modification or acceleration, under any Parent Material Contract. No party to any Parent Material Contract has repudiated any provision of any Parent Material Contract.

5.25 FDA Compliance.

(a) Except as set forth in Schedule 5.25(a), the operation of the Parent Business, including the manufacture, import, export, testing, development, processing, packaging, labeling, storage, marketing, and distribution of Parent Products, is and, during the three (3) year period ending on June 30, 2015 has been, in material compliance with all applicable Laws and Parent Permits (as defined below).

(b) Except as set forth in Schedule 5.25(b), during the three (3) year period ending on June 30, 2015, Parent has not had any product or manufacturing site subject to a Governmental Body (including FDA) shutdown or import or export prohibition, nor received any FDA Form 483 or other Governmental Body notice of inspectional observations, "warning letters," "untitled letters" or, to the Knowledge of Parent, requests or requirements to make changes to Parent Products that if not complied with would reasonably be expected to result in a material liability to Parent, or similar correspondence or written notice from the FDA or other Governmental Body in respect of the Parent Business and alleging or asserting noncompliance with any applicable Laws, Parent Permits or such requests or requirements of a Governmental Body, and, to the Knowledge of Parent, neither the FDA nor any Governmental Body is considering such action.

(c) To the Knowledge of Parent, neither Parent nor any Subsidiaries is the subject of any pending or threatened investigation in respect of Parent or Parent Products, by the FDA pursuant to its "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto.

(d) Neither Parent, nor to the knowledge of Parent, any officer, employee, consultants, contractors, clinical investigators or agent of Parent or its Subsidiaries has been (i) debarred, or convicted of any crime that would reasonably be expected to result in debarment, under 21 U.S.C.

Section 335a or any similar state or foreign Law or (ii) excluded, or convicted of any crime that would reasonably be expected to result in exclusion under 42 U.S.C. Section 1320a–7, or in each case any similar state or foreign applicable Law.

(e) Neither Parent nor any of its Subsidiaries, nor, to the knowledge of the Parent, any of their respective managers, directors, officers, agents, or employees acting on behalf of or in the name of Parent or any of its Subsidiaries have, in any material way: (i) offered or used any corporate funds for any unlawful contribution to any political campaign or activity; (ii) violated any provision of the U.S. Foreign Corrupt Practices Act of 1977 or any other applicable equivalent Laws concerning bribing a foreign public official and the accuracy of books and records; or (iii) offered or given any bribe, kickback or other payment or remuneration to any healthcare professional in violation of applicable Laws.

5.26 Exclusivity of Representations. The representations and warranties made by Parent and Buyer in this Article V, as qualified by the materials and information made available in connection with Due Diligence Two, are the exclusive representations and warranties made by Parent and Buyer. Parent and Buyer each hereby disclaims any other express or implied representations or warranties. Each of Seller and Company acknowledge that it is not relying on any representations and warranties made by Parent or Buyer other than those representations and warranties set forth in this Article V.

ARTICLE VI
PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the date hereof and the Closing:

6.1 Best Efforts. Each Party will use its best efforts to take all actions necessary, proper or advisable in order to perform the Transaction (including satisfaction, but not waiver, of the closing conditions set forth in Article VII).

6.2 Consents and Approvals. As promptly as practicable after the date hereof, each Party will, and Seller will cause Company to, and Parent will cause Buyer to, make all filings required by Law to be made by them in order to perform the Transaction contemplated to be performed on or before the Closing Date. Each Party will, and Seller will cause Company to, and Parent will cause Buyer to, cooperate with the other Parties and their respective Representatives with respect to all filings that such other Parties make in connection with the Transaction. As promptly as practicable after the date hereof, each Party, and Seller will cause Company to, and Parent will cause Buyer to, solicit the Consents set forth in this Agreement (including the Consents on Schedule 4.6), but not prior to Parent's approval of the form and substance of each Consent to be obtained by Seller or Company, which approval will not be unreasonably withheld or delayed. Each Party will, and Seller will cause Company to, and Parent will cause Buyer to, use its best efforts (at such Party's expense), and the other Parties will cooperate in all reasonable respects, to obtain prior to the Closing all such Consents; provided, however, that such cooperation will not include any requirement to pay any consideration, to agree to any undertaking or modification to a Contract or Permit or to offer or grant any financial accommodation not required by the terms of such Contract or Permit.

6.3 Operation of Business. Seller and Company will, and Seller will cause Company to: (a) conduct the business of Company only in the Ordinary Course of Business; (b) use their best efforts to maintain the businesses, properties, physical facilities and operations of Company, preserve intact the current business organization of Company, keep available the services of the current officers, employees and agents of Company, and maintain the relations and goodwill with suppliers, customers, lessors, licensors, lenders, creditors, employees, agents and others having business relationships with Company; (c) confer with Buyer concerning matters of a material nature to Company; and (d) confer with Buyer with respect to, and provide Buyer with copies of, Tax Returns before filing and refrain from making any material new election with respect to Taxes. Seller and Company will not, and Seller will cause Company not to, engage in any practice, take any action, fail to take any action, or enter into any transaction as a result of which any change or event listed in Section 4.6 is likely to or does occur.

6.4 Notice of Developments.

(a) Seller and Company will immediately notify Buyer in writing of (i) any fact or condition existing prior to or on the date hereof that constitutes a breach of any representation or warranty of Seller or Company in this Agreement and (ii) any fact or condition developing after the date hereof that would constitute a breach of any representation or warranty of Seller or Company in this Agreement if such representation or warranty were made on the date of the occurrence or discovery of such fact or condition.

(b) If any fact or condition that is required to be disclosed pursuant to subsection (a) above would result in the failure of the conditions set forth in Section 7.1(a)(i) or Section 7.1(b)(i) to be satisfied, then Company and/or Seller, as applicable, shall promptly deliver to Buyer an update to the Schedules specifying such change. Except as contemplated by Section 7.1(a)(i) and Section 7.1(b)(i), no such update shall be deemed to supplement or amend the Schedules for the purpose of (i) determining the accuracy of any of the representations or warranties made by Company or Seller in this Agreement or (ii) determining whether any of the conditions set forth in Article VII have been satisfied.

6.5 Exclusivity.

(a) Seller and Company will not, and will cause their respective Representatives not to, and Seller will cause Company and its Representatives not to, directly or indirectly: (i) solicit, initiate or encourage any inquiry, proposal, offer or contact from any Person (other than Buyer and its Affiliates and Representatives) relating to any transaction involving the sale of any equity interest or assets (other than the sale of Inventory in the Ordinary Course of Business) of Company, the Business or the Division, or any acquisition, divestiture, merger, share exchange, consolidation, business combination, recapitalization, redemption, financing or similar transaction involving Company, the Business or the Division, (in each case, an "**Acquisition Proposal**"); or (ii) participate in any discussion or negotiation regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any Acquisition Proposal. If any Person makes an Acquisition Proposal, Seller and Company will immediately notify Parent of such Acquisition Proposal and all related details. Seller hereby agrees that Seller will not vote its Interests in favor of any transaction associated with an Acquisition Proposal.

(b) Parent and Buyer will not, and will cause their respective Representatives not to, and Parent will cause Buyer and its Representatives not to, directly or indirectly: (i) solicit, initiate or encourage any inquiry, proposal, offer or contact from any Person (other than Seller and its Affiliates and Representatives) relating to any transaction involving the sale of any equity interest or assets (other than the sale of Inventory in the Ordinary Course of Business) of Parent, or any acquisition, divestiture, merger, share exchange, consolidation, business combination, recapitalization, redemption, financing or similar transaction involving Parent or its business (in each case, "**Buyer Acquisition Proposal**"); or (ii) participate in any discussion or negotiation regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any Acquisition Proposal. If any Person makes a Buyer Acquisition Proposal, Parent and Buyer will immediately notify Seller of such Buyer Acquisition Proposal and all related details. Parent hereby agrees that Parent will not vote its shares in favor of any transaction associated with a Buyer Acquisition Proposal.

6.6 Confidentiality, Press Releases and Public Announcements. Each Party will, and will cause its respective Representatives to, maintain in confidence all information received from another Party or a Representative of another Party in connection with this Agreement or the Transaction, unless (a) such information is already known to the receiving Party or its Representatives, (b) such information is subsequently disclosed to the receiving Party or its Representatives by a third party that, to the Knowledge of the receiving Party, is not bound by a duty of confidentiality, (c) such information becomes publicly available through no fault of the receiving Party, (d) the receiving Party in good faith believes that the use of such information is necessary or appropriate in making any filing or obtaining any Consent required for the performance of the Transaction (in which case the receiving Party will use its best efforts to advise the other Parties prior to making the disclosure) or (e) the receiving Party in good faith believes that the furnishing or use of such information is required by or necessary or appropriate in connection with any Proceeding, Law or any listing or trading agreement concerning its publicly-traded securities (in which case the receiving Party will use its best efforts to advise the other Parties prior to making the disclosure). No Party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of Buyer and Seller; provided, however, that any Party may make any public disclosure it believes in good faith is required by Law or any listing or trading agreement concerning its publicly-traded securities (in which case such Party will use its best efforts to advise the other Parties prior to making the disclosure). Seller and Buyer will consult with each other concerning the means by which any employee, customer or supplier of Company or any other Person having any business relationship with Company will be informed of the Transaction, and Buyer will have the right to be present for any such communication.

6.7 Manager and Auditors. Seller shall:

(a) cause the sole director of Company to resign or otherwise cease from office on or before the Closing Date with effect from Closing and to deliver to Buyer a resignation letter in the form set out in Exhibit K confirming that he has no claims against Company for compensation for termination, loss of office, unpaid remuneration or otherwise;

(b) cause the members' meeting of Company to be validly held at, or prior to, Closing for the purpose of electing a new sole director, and revoking all bank mandates and signing

authorities in relation to those persons who have ceased from office pursuant to Section 6.7(a), all in accordance with Buyer's instructions to be notified to Seller not later than three (3) Business Days prior to the Closing Date.

6.8 No Changes. Parent shall not amend its charter or bylaws, make any changes to its capital structure or issue additional equity securities other than compensatory stock options and it shall operate its business in the Ordinary Course of Business.

ARTICLE VII
CLOSING CONDITIONS

7.1 Conditions to Buyer's Obligations. Buyer's obligation to perform the Transaction contemplated to be performed on or before the Closing Date is subject to satisfaction, or written waiver by Buyer, of each of the following conditions:

(a) (i) all of the representations and warranties of Seller in Article III must have been accurate in all material respects as of the date hereof and must be accurate in all material respects as if made on the Closing Date, (ii) Seller must have performed and complied with all of its covenants and agreements in this Agreement to be performed prior to or at the Closing and (iii) Seller must deliver to Buyer at the Closing a certificate, in form and substance reasonably satisfactory to Buyer, confirming satisfaction, with respect to Seller, of the conditions in clauses (i) and (ii) above;

(b) (i) all of the representations and warranties of Company and Seller in this Agreement (other than in Article III) must have been accurate in all material respects as of the date hereof and must be accurate in all material respects as if made on the Closing Date, except in each case to the extent any such representation or warranty (A) contains a materiality or Material Adverse Effect qualification, in which case such representation or warranty must have been and must be accurate in all respects or (B) is made as of an earlier specific date, in which case such representation or warranty must have been and must be accurate in all respects as of such date, (ii) Company and Seller must have performed and complied with all of its covenants and agreements in this Agreement to be performed prior to or at the Closing; and (iii) Seller must deliver to Buyer at the Closing a certificate, in form and substance reasonably satisfactory to Buyer, confirming satisfaction of the conditions in clauses (i) and (ii);

(c) on the Closing Date, the Company shareholder meeting shall authorize by resolution an increase of capital and Seller shall subscribe as capital increase the Conferment in kind of the Division on the basis of the Appraisal prepared by the Accounting Expert. Seller shall deliver the minutes of the Company shareholders meeting to the notary jointly selected by Buyer and Seller;

(d) each of the following documents must have been delivered to Buyer and dated as of the Closing Date (unless otherwise indicated):

(i) a certification by the notary as to the transfer from Seller to Buyer of all of the Interests, free and clear of any Encumbrances, in form and substance reasonably satisfactory to Buyer;

(ii) the minute books;

(iii) the Escrow Agreement, executed by Seller, Buyer, and the Escrow Agent;

(iv) the Services Agreement, executed by Buyer and Seller;

(v) the Lock-up Agreement, executed by Parent and Seller;

(vi) the Registration Rights Agreement, executed by Parent and Seller;

(vii) executed releases from Seller and the sole director of Company, in form and substance reasonably satisfactory to Buyer;

(viii) executed releases and resignations from Company and the sole director of Company (including a release of all claims against Company for compensation for termination, loss of office, unpaid remuneration or otherwise), in form reasonably acceptable to Parent;

(ix) resolutions of a members' meeting of Company held for the purpose of electing a new sole director, and revoking all bank mandates and signing authorities in relation to those persons who have ceased from office, all in accordance with Buyer's instructions to be notified to Seller;

(x) a certificate of the sole director of Company, in form and substance reasonably satisfactory to Buyer, certifying that with respect to it (A) attached thereto are a true, correct and complete copy of (1) its certificate of formation and its bylaws, (2) to the extent applicable, resolutions duly adopted by the sole director and member in a form reasonably acceptable to Buyer authorizing the performance of the Transaction and the execution and delivery of the Transaction Documents to which it is a party and (3) a copy of the Company's last survey as of a recent date of it (B) the resolutions referenced in subsection (A)(2) are still in effect and (C) nothing has occurred since the date of the issuance of the certificate(s) referenced in subsection (A)(3) that would adversely affect its existence or good standing in Italy; and

(xi) such other documents as Buyer may reasonably request in good faith for the purpose of (A) evidencing the accuracy of Seller's and Company's representations and warranties, (B) evidencing Seller's and Company's performance of, and compliance with, any covenant or agreement required to be performed or complied with by Seller and Company, or (C) evidencing the satisfaction of any condition referred to in this Section 7.1;

(e) each Consent listed in Schedule 4.6 must have been obtained, delivered to Buyer or Seller, as applicable, be in full force and effect and be in the form approved by Buyer, as applicable, and Seller shall have paid any amounts necessary to obtain any and all such consents;

(f) there must not be any Proceeding pending or threatened against Buyer or Seller or any of their respective Affiliates that (i) challenges or seeks damages or other relief in connection with the Transaction or (ii) may have the effect of preventing, delaying, making illegal or interfering the Transaction;

(g) the Conferment shall have taken place in accordance with applicable Law; and

(h) the performance of the Transaction must not, directly or indirectly, with or without notice or lapse of time, violate any Law that has been adopted or issued, or has otherwise become effective, since the date hereof.

7.2 Conditions to Seller's Obligations. Seller's obligations to perform the Transaction contemplated to be performed on or before the Closing Date are subject to satisfaction, or written waiver by Seller, of the following conditions:

(a) (i) all of the representations and warranties of Buyer and Parent in this Agreement must have been accurate in all material respects as of the date hereof and must be accurate in all material respects as if made on the Closing Date, (ii) Buyer and Parent must have performed and complied with all of their covenants and agreements in this Agreement to be performed prior to or at the Closing and (iii) Buyer must deliver to Seller at the Closing a certificate, in form and substance reasonably satisfactory to Seller, confirming satisfaction of the conditions in clauses (i) and (ii) above;

(b) each of the following documents must have been delivered to Seller:

(i) the Escrow Agreement, executed by Buyer and the Escrow Agent;

(ii) the Lock-up Agreement;

(iii) the Services Agreement; and

(iv) the Registration Rights Agreement.

(c) Seller will have obtained evidence of Buyer's available funds for the payment of the First Tranche;

(d) The sale of the Interests by Seller to Buyer will not violate any Law that has been adopted or issued, or has otherwise become effective, since the date hereof;

(e) There must not be any Proceeding pending or threatened against Buyer or Seller or any of their respective Affiliates that (i) challenges or seeks damages or other relief in connection with the Transaction or (ii) may have the effect of preventing, delaying, making illegal or interfering the Transaction;

(f) The performance of the Transaction must not, directly or indirectly, with or without notice or lapse of time, violate any Law that has been adopted or issued, or has otherwise become effective, since the date hereof;

(g) Buyer will have provided written confirmation of irrevocable wiring instructions to transfer to Seller funds held by Buyer or Parent in an account in Italy for the payment of the First Tranche in accordance with this Agreement; and

(h) Seller shall have received (i) the Securities Consideration (other than shares of the Escrowed Stock) registered in the name of Seller, together with a letter from Parent regarding

issuance of the Securities Consideration in form and substance in line with market practice and reasonably satisfactory to Seller where the Parent acknowledges that the issuance of the shares is done in connection with the Purchase Price due by Buyer and pursuant to article 1180 of Italian Civil Code, and (ii) the First Tranche from TransEnterix Surgical, Inc. with a letter from Parent in form and substance in line with market practice and reasonably satisfactory to Seller where Parent acknowledges that the payment of the First Tranche is done in connection with the Purchase Price due by Buyer and pursuant to article 1180 of Italian Civil Code.

ARTICLE VIII
POST-CLOSING COVENANTS

The Parties agree as follows with respect to the period following the Closing:

8.1 Litigation Support. If any Party is evaluating, pursuing, contesting or defending against any Proceeding in connection with (a) any Transaction or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving Company or the Business, then upon the request of such Party each other Party will cooperate with the requesting Party and its counsel in the evaluation, pursuit, contest or defense, make available its personnel, and provide such testimony and access to its books and records as may be necessary in connection therewith. The requesting Party will reimburse each other Party for its out-of-pocket expenses related to such cooperation (unless the requesting Party is entitled to indemnification therefor under Section 9.1 without regard to Section 9.4).

8.2 Transition. Seller, Buyer and Parent will not take any action that is designed or intended to have the effect of discouraging any lessor, lessee, employee, Governmental Body, licensor, licensee, customer, supplier or other business associate of Company from maintaining the same relationships with Company after the Closing as the Company maintained prior to the Closing. Seller will refer all inquiries relating to the Business to Buyer and Company from and after the Closing. In the event of a breach of the antepenultimate sentence of Section 4.14(i) during the one year following the Closing that would require the distribution or disclosure to third parties of the Software in source code form pursuant to an Open Source license, Seller shall reimburse the Buyer, Parent or Company for its reasonable and documented costs and expenses incurred in revising or amending the Software to prevent such distribution or disclosure, up to an aggregate of Euro 100.000.00.

8.3 Confidentiality. Seller will, and will cause its Affiliates and Representatives to, maintain the confidentiality of the Confidential Information at all times, and will not, directly or indirectly, use any Confidential Information for its own benefit or for the benefit of any other Person or reveal or disclose any Confidential Information to any Person other than authorized Representatives of Buyer and Company, except in connection with this Agreement or with the prior written consent of Buyer. The covenants in this Section 8.3 will not apply to Confidential Information that (a) is or becomes available to the general public through no breach of this Agreement by Seller or any of its Affiliates or Representatives or, to the Knowledge of Seller, breach by any other Person of a duty of confidentiality to Buyer or (b) Seller is required to disclose by applicable Law; provided, however, that Seller will notify Buyer in writing of such required disclosure as much in advance as practicable in the circumstances and cooperate with Buyer to

limit the scope of such disclosure. At any time that Buyer may request, Seller will, and will cause its Affiliates and Representatives to, turn over or return to Buyer all Confidential Information in any form (including all copies and reproductions thereof) in its possession or control.

8.4 Employment Matters; Non-competition Agreements.

(a) At or after the Closing, Parent shall provide to each of the Employees of Seller, a letter of employment reasonably acceptable to Parent, provided that Seller's management shall have used its reasonable best efforts to assist Parent to retain those individuals up to the Closing.

(b) Parent shall not dismiss (and shall cause Buyer and Company to not dismiss) any of the Key Employees who are retained by Parent, Buyer or Company, for a period of three (3) years following the Closing other than for just cause, as such is defined in the respective employment agreements between such Key Employees and Buyer. Parent will consider implementing an equity incentive program for the Employees. Compensation (including base compensation, bonus/incentive compensation and benefits) for the Employees shall be no less favorable than (i) Company's employees' current compensation or (ii) similarly situated employees of Parent. The Employees shall receive seniority credit for purposes of compensation and participation in Parent's incentive program and benefit plans.

(c) Seller agrees that for a period of three (3) years from the Closing, neither it nor any of its Affiliates or Representatives will (i) hire any of the Key Employees retained by Buyer or (ii) solicit or induce any employee, commissioned salesperson or consultant of Buyer or Company to terminate his or her employment or contractual relationship with Buyer or Company or make any offer of employment or engagement to such person; provided, however, that the foregoing (ii) shall not prohibit Seller or any Affiliate thereof from making general solicitations for employment to the public that are not specifically targeted at such employees, commissioned salespersons or consultants (in which case Seller shall promptly notify Buyer) or from hiring any such individual who voluntarily and without solicitation from Seller or any Affiliate thereof (other than a permitted general solicitation and subject to notification from Seller to Buyer as described above) contacts Seller or any Affiliate thereof in order to obtain employment or other contractual engagement. Seller acknowledges and represents that the covenants and agreements in this section are reasonable and necessary for the protection of Buyer and are an essential inducement to Buyer to enter into the Transaction.

(d) Parent agrees that for a period of three (3) years from the Closing, neither it nor any of its Affiliates or Representatives will hire, solicit or induce any employee, commissioned salesperson or consultant of Seller to terminate his or her employment or contractual relationship with Seller or make any offer of employment or engagement to such person; provided, however, that the foregoing shall not prohibit Parent or any Affiliate thereof from making general solicitations for employment to the public that are not specifically targeted at such employees, commissioned salespersons or consultants or from hiring any such individual who voluntarily and without solicitation from Parent or any Affiliate thereof (other than a permitted general solicitation as described above) contacts Parent or any Affiliate thereof in order to obtain employment or other contractual engagement. Parent acknowledges and represents that the covenants and agreements in this section are reasonable and necessary for the protection of Seller and are an essential inducement to Seller to enter into the Transaction.

(e) Seller and Parent each hereby agrees that the covenants in this Agreement are reasonable given the real and potential competition encountered (and reasonably expected to be encountered) by Parent and the substantial knowledge and goodwill Seller has acquired with respect to the Business. Notwithstanding the foregoing, in the event that at the time of enforcement of any provision of this Section 8.4 a court or other tribunal will hold that the restrictions in this Section 8.4 are unreasonable or unenforceable under circumstances then existing, the Parties agree that the maximum period, scope or geographical area reasonable under such circumstances will be substituted for the stated period, scope or area.

(f) The Parties agree that in the event of any breach by a Party of any of the provisions of this Section 8.4, money damages would be inadequate and the non-breaching Party would have no adequate remedy at law. Accordingly, notwithstanding anything to the contrary contained in this Agreement (including Article IX), the Parties agree that non-breaching Party will have the right, in addition to any other rights and the obligations under this Section 8.4, to seek an adequate remedy for such, not only by an action for damages but also by an action or actions for specific performance, injunction and/or other equitable relief in order to enforce or prevent any violations (whether anticipatory, continuing or future) of the provisions of this Section 8.4.

8.5 Delivery of Financials. Within the first four (4) weeks immediately following the Closing, Seller shall deliver to Parent and Buyer the financial statements and cash flow for the Division for 2013 and 2014.

8.6 Seller's Payment to Supplier. Within fifteen (15) days from the Closing, the Seller shall provide Buyer with a verification of payment of a sum in the amount of Euro 400,000.00 due to the supplier indicated in Schedule 8.6, provided that the agreement between Seller and such supplier shall have been transferred or assigned to Buyer at Closing as part of the Transaction, and provided further that Seller shall indemnify Buyer and Parent for and against any liabilities, costs, and claims related to such payment and/or the transfer or assignment of such agreement.

8.7 Forfeiture of Escrowed Stock. SELLER ACKNOWLEDGES THAT A MATERIAL BREACH BY SELLER OF SECTIONS 8.3 OR SECTION 8.4(c) OF THIS ARTICLE VIII WILL RESULT IN THE FORFEITURE BY SELLER OF ANY ESCROWED STOCK THEN REMAINING (AND NOTWITHSTANDING THE PROVISIONS OF SECTION 9.8), AND RELEASES ANY CLAIM AGAINST BUYER AND COMPANY OR THEIR RESPECTIVE AFFILIATES FOR ANY FORFEITED ESCROWED STOCK.

8.8 Use of Name. Seller will cease to use and will not grant any license to use any name containing any combination of the terms "TELELAP ALF-X", "ALF-X", or any name, slogan, logo or trademark that is similar to any of the trademarks acquired by Buyer pursuant hereto and will take such actions as Buyer may reasonably request to enable Buyer and its Affiliates to use such name, slogan, logo or trademark. Buyer may refer to the Business as formerly being Seller's.

ARTICLE IX
INDEMNIFICATION

9.1 Indemnification by Seller. After the Closing and subject to the terms and conditions of this Article IX:

(a) Seller will indemnify and hold harmless Parent, Buyer, Company and any subsidiaries and their respective Affiliates (other than Seller and Seller's Related Persons) and Representatives (other than Seller) (collectively, "**Buyer Indemnitees**") from, and pay and reimburse each Buyer Indemnitee for, all Losses directly relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by Seller in Article III or of any certificate delivered by Seller pursuant to Section 7.1(a) or (ii) any breach of any covenant or agreement of Seller in this Agreement.

(b) Seller will indemnify and hold harmless each Buyer Indemnitee from, and pay and reimburse each Buyer Indemnitee for, all Losses directly relating to or arising from: (i) any breach or inaccuracy of any representation or warranty made by Seller or Company in this Agreement (other than in Article III) or of any certificate delivered pursuant to Section 7.1 (other than Section 7.1(a)) delivered by Seller to Buyer prior to the Closing Date); or (ii) any breach of any covenant or agreement of Company in this Agreement.

(c) The Parties acknowledge that Seller will not indemnify and hold harmless Parent, Buyer or Company for any claims raised by them in connection with value of the Assets, other than on account of a breach of the representations set forth in Section 4.10(a) with respect to the Accounts Payables included in the Interim Balance Sheet.

9.2 Indemnification by Buyer and/or Parent. After the Closing, subject to the terms and conditions of this Article IX, Buyer and Parent will jointly and severally indemnify and hold harmless Seller, Seller's Affiliates and each of Seller's and its Affiliates' Representatives (collectively, "**Seller Indemnitees**") from, and pay and reimburse each Seller Indemnitee for, all Losses directly relating to or arising from: (a) any breach or inaccuracy, or any allegation of any third party that, if true, would be a breach or inaccuracy, of any representation or warranty made by Buyer or Parent, as applicable, in this Agreement or pursuant to any certificate delivered by Buyer pursuant to Section 7.2; or (b) any breach of any covenant or agreement of Buyer in this Agreement. For purposes of clarity, the provisions of this Section 9.2 shall not apply to the payment of the Purchase Price by Buyer.

9.3 Survival and Time Limitations. All representations, warranties, covenants and agreements of Buyer, Company and Seller in this Agreement or any other certificate or document delivered pursuant to this Agreement will survive the Closing. If the Closing occurs, Seller will have no Liability with respect to any claim for any breach or inaccuracy of any representation or warranty in this Agreement or any other certificate or document delivered pursuant to this Agreement, or any covenant or agreement in this Agreement to be performed and complied with prior to the Closing Date, unless Buyer notifies Seller of such a claim in writing on or before September 21, 2017; provided, however, that (a) any claim relating to Section 4.20 (employee benefits) may be made at any time until September 21, 2020 (b) any claim relating to Section 4.15 or Section 5.9, as applicable (taxes) may be made at any time until the date 90 days after the expiration of the statute or period of limitations (including any extension of such statute or period

of limitations) applicable to Third-Party Claims with respect thereto, and provided further that any claim for fraud, or any covenant or agreement to be performed or complied with at or after the Closing may be made at any time. If the Closing occurs, neither Parent nor Buyer will have any Liability with respect to any claim for any breach or inaccuracy of any representation or warranty in this Agreement or any other certificate or document delivered pursuant to this Agreement, or any covenant or agreement in this Agreement to be performed and complied with prior to the Closing Date, unless Seller notifies Buyer of such a claim in writing on or before September 21, 2017; provided, however, that any claim relating to fraud or any covenant or agreement to be performed or complied with at or after the Closing may be made at any time (subject to the applicable statute of limitations). If Buyer or Seller, as applicable, provides proper notice of a claim within the applicable time period set forth above, liability for such claim will continue until such claim is resolved.

9.4 Limitations on Indemnification.

(a) Buyer and Parent will have no Liability with respect to the matters described in Section 9.2:

(i) unless with respect to any claim (or series of related claims arising from the same underlying facts, events or circumstances) for indemnification under such Section, such claim (or series of related claims) involves Losses in excess of €50.000 (the "**Claim Threshold**" and any claim that exceeds the Claim Threshold, an "**Indemnifiable Claim**"); and

(ii) unless and until the total of all Losses associated with Indemnifiable Claims under such Section exceeds €50.000 (the "**Basket**"), at which point Buyer will be obligated to indemnify for Losses associated with Indemnifiable Claims in an amount in excess of the Basket.

(b) Buyer's and Parent's maximum aggregate Liability with respect to the matters described in Section 9.2 will be limited to an amount equal to $4,074,607.68 (the "**Buyer's Cap**"); provided, however, that any claim relating to fraud, willful misconduct, willful misrepresentation or fraudulent or intentional breach of any representation or warranty, or failure to pay the Purchase Price when due, will not be subject to Buyer's Cap.

(c) Seller will have no Liability with respect to the matters described in Section 9.1:

(i) unless with respect to any claim (or series of related claims arising from the same underlying facts, events or circumstances) for indemnification under such Section, such claim (or series of related claims) involves Losses in excess of the Claim Threshold; and

(ii) unless and until the total of all Losses associated with Indemnifiable Claims under such Section exceeds the Basket, at which point Seller will be obligated to indemnify for Losses associated with Indemnifiable Claims in an amount in excess of the Basket.

(d) Seller's maximum aggregate Liability with respect to the matters described in Section 9.1 will be limited to the Escrowed Stock (the "**Seller's Cap**"; and, together with Buyer's

Cap, the "**Cap**"); provided, however, that any claim relating to fraud, willful misconduct, willful misrepresentation or fraudulent or intentional breach of any representation or warranty will not be subject to Seller's Cap ; provided, further, that Seller's maximum aggregate Liability shall be limited to the amount of the Purchase Price actually paid to Seller hereunder. For the avoidance of doubt, the Buyer Indemnitees' sole and exclusive source of recovery on account of Indemnifiable Claims hereunder shall be the shares of Escrowed Stock (irrespective of the value of such Escrowed Stock at any given time) and, in the event of an Indemnifiable Claim hereunder, the Buyer Indemnitee shall be entitled to a release of such number of shares of Escrowed Stock as is equal to the amount of Losses associated with such Indemnifiable Claim; provided, however, that if the amount of such Losses exceeds the value of the shares of Escrowed Stock then held by the Escrow Agent, the Buyer Indemnitee shall be entitled to a release of all remaining shares of Escrowed Stock. In the event a Buyer Indemnitee is entitled to a release of Escrowed Stock on account of an Indemnifiable Claim made before September 21, 2017, and the Escrow Agent receives Joint Instructions, an Arbitration Award or a Court Order (each as defined in the Escrow Agreement) in connection with such Indemnifiable Claim, the Escrow Agent shall exercise its rights under the Stock Power (as defined in the Escrow Agreement) delivered to the Escrow Agent at the Closing and release to such Buyer Indemnitee in accordance with the Escrow Agreement such number of shares of Escrowed Stock as is equal in value, as of the date of the Escrow Agent's receipt of such Joint Instructions, Arbitration Award or Court Order, to the amount of Loss set forth in such Joint Instructions, Arbitration Award or Court Order.

(e) The amount of any Losses incurred by a Party shall be reduced by the net amount such Party or any Affiliate thereof actually recovers from any insurer or other party liable for such Losses, less the net present value of any future increase in premiums, if such increase is a direct result of such Loss, payable by such Party and less the costs of recovering such amounts, and such Party shall use its best efforts to effect any such recovery. The amount of any Losses incurred by a Party shall be reduced by the Tax benefits realized by such Party resulting from or arising out of such Losses. Each Party shall use its best efforts to mitigate its Losses upon and after becoming aware of any event which could reasonably be expected to give rise to any Losses.

9.5 Claims Against Company. Following the Closing, Seller may not assert, directly or indirectly, and hereby waives, any claim, whether for indemnification, contribution, subrogation or otherwise, against Company with respect to any act, omission, condition or event occurring or existing prior to or on the Closing Date or any obligation of Seller under Section 9.1. Seller agrees not to make, directly or indirectly, and hereby waives, any claim for indemnification against Company by reason of the fact that Seller was a member, director, officer, employee or agent of Company or was serving at the request of Company as a partner, trustee, director, officer, employee or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, Losses, expenses or otherwise and whether such claim is pursuant to any Law, Organizational Document, Contract or otherwise) with respect to any Proceeding brought by Buyer or Company against Seller or any Affiliate thereof (whether such Proceeding is pursuant to this Agreement or otherwise).

9.6 Exception to Indemnification Obligation. Following the Closing, no Buyer Indemnitee or Seller Indemnitee may assert any claim for indemnification. Parent, Buyer and Company (on behalf of the Buyer Indemnitees) and Seller (on behalf of the Seller Indemnitees) irrevocably waive all rights to indemnification hereunder, for breach or inaccuracy of a representation or warranty if such claim relates to facts or circumstances disclosed during or in connection with Due Diligence One or Due Diligence Two, as applicable.

9.7 Third-Party Claims.

(a) If a third party commences or threatens a Proceeding (a "**Third-Party Claim**") against any Person (the "**Indemnified Party**") with respect to any matter that the Indemnified Party might make a claim for indemnification against any Party (the "**Indemnifying Party**") under this Article IX, then the Indemnified Party must notify the Indemnifying Party thereof in writing of the existence of such Third-Party Claim within thirty (30) days and must deliver copies of any documents served on the Indemnified Party with respect to the Third-Party Claim.

(b) Upon receipt of the notice described in Section 9.7(a), the Indemnifying Party will have the right to defend the Indemnified Party against the Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party so long as (i) within ten days after receipt of such notice, the Indemnifying Party notifies the Indemnified Party in writing that the Indemnifying Party will, subject to the limitations of Section 9.4, indemnify the Indemnified Party from and against any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third-Party Claim and fulfill its indemnification obligations hereunder, (iii) the Indemnifying Party is not a party to the Proceeding or the Indemnified Party has determined in good faith that there would be no conflict of interest or other inappropriate matter associated with joint representation, (iv) the Third-Party Claim does not involve, and is not likely to involve, any claim by any Governmental Body, (v) the Third-Party Claim involves only money damages and does not seek an injunction or other equitable relief, (vi) the Indemnifying Party conducts the defense of the Third-Party Claim actively and diligently and (vii) the Indemnifying Party keeps the Indemnified Party apprised of all material developments, including settlement offers, with respect to the Third-Party Claim and permits the Indemnified Party to participate in the defense of the Third-Party Claim.

(c) So long as the Indemnifying Party is conducting the defense of the Third-Party Claim in accordance with Section 9.7(b), (i) the Indemnifying Party will not be responsible for any attorneys' fees incurred by the Indemnified Party regarding the Third-Party Claim (other than attorneys' fees incurred prior to the Indemnifying Party's assumption of the defense pursuant to Section 9.7(b)) and (ii) neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement with respect to the Third-Party Claim without the prior written consent of the other party, which consent will not be withheld unreasonably. If the Indemnified Party desires to consent to the entry of judgment with respect to or settle a Third-Party Claim but the Indemnifying Party refuses, then the Indemnifying Party will be responsible for all Losses with respect to such Third-Party Claim, without giving effect to the Basket or the Cap.

(d) If any condition in Section 9.7(b) is or becomes unsatisfied, (i) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third-Party Claim in any manner it may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in

connection therewith), (ii) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically (but no less often than monthly) for the costs of defending against the Third-Party Claim, including attorneys' fees and expenses, and (iii) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may incur relating to or arising out of the Third-Party Claim to the fullest extent provided in this Article IX.

9.8 Other Indemnification Matters. Any claim for indemnification under this Article IX must be asserted by providing written notice to Seller (or Buyer, in the case of a claim by Seller) specifying the factual basis of the claim in reasonable detail to the extent then known by the Person asserting the claim. The right to indemnification will not be affected by any investigation conducted with respect to, or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the date hereof, with respect to any representation, warranty, covenant or agreement in this Agreement. **THE INDEMNIFICATION PROVISIONS IN THIS ARTICLE IX WILL APPLY AND BE ENFORCEABLE EVEN IF ANY PERSON ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON WHO IS SEEKING INDEMNIFICATION (OR OF ITS AFFILIATES), OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON WHO IS SEEKING INDEMNIFICATION (OR ON ITS AFFILIATES)**. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or agreement, will not affect the right to indemnification, payment of damages, or other remedy based on any such representation, warranty, covenant or agreement.

9.9 Exclusive Remedy. After the Closing, this Article IX will provide the exclusive legal remedy for the matters covered by this Article IX, except for claims based upon fraud, willful misconduct or willful misrepresentation or as contemplated in Section 9.5. This Article IX will not affect any remedy any Party may have under this Agreement prior to the Closing or upon termination of this Agreement or any equitable remedy available to any Party.

ARTICLE X
TAX MATTERS

The following provisions will govern the allocation of responsibility as between Buyer and Seller for certain tax matters following the Closing Date:

10.1 Taxes. All country, state, county and local Taxes on real or personal property shall be apportioned between Buyer and Seller as of 11:59 p.m. (Italy Time) on the Business Day immediately preceding the Closing Date, computed on the basis of the fiscal year for which the same are levied. All Taxes with respect to the Company relating to periods prior to the Closing Date shall be the responsibility of the Seller and all Taxes with respect to the Company relating to periods arising at or after the Closing Date (including any registration Tax or fee arising from the Closing) shall be the obligation of the Company, as a wholly owned subsidiary of the Buyer, provided, that Seller shall cooperate with Buyer, at Buyer's request and at Buyer's sole cost, with respect to Buyer's position regarding any registration Tax or fee.

10.2 Registration Taxes. The registration tax, stamp duty and other taxes, due in connection with the Closing shall be borne by the Buyer, with the sole exception of any taxes on capital gain on the transfer of the Interest. Seller shall pay the notarial fees at Closing for the Conferment of the Division. The Buyer shall pay the notarial fees for the Atto di Cessione. The notarial fees for the Security Agreement will be paid in equal parts by the Buyer and the Seller.

ARTICLE XI
MISCELLANEOUS

11.1 Further Assurances. Each Party agrees to furnish upon request to any other Party such further information, to execute and deliver to any other Party such other documents, and to do such other acts and things, all as any other Party may reasonably request, of the requesting Party's sole cost and expense, for the purpose of carrying out the intent of the Transaction Documents.

11.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any Person (including any employee of Company) other than the Parties, their respective successors and permitted assigns and, as expressly set forth in this Agreement, any Indemnified Party.

11.3 Entire Agreement. The Transaction Documents collectively constitute the entire agreement and understanding among the Parties with respect to the subject matter of the Transaction Documents and supersede all prior agreements (whether written or oral and whether express or implied) among any Parties to the extent related to the subject matter of the Transaction Documents (including any letter of intent or confidentiality agreement).

11.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Seller may not assign, delegate or otherwise transfer (whether by operation of law or otherwise) any of Seller's rights, interests or obligations in this Agreement without the prior written approval of Buyer. Buyer may assign any or all of its rights or interests, or delegate any or all of its obligations, in this Agreement to (a) any successor to Buyer, any successor to Company, or any acquirer of a material portion of the businesses or assets of Buyer or Company, (b) one or more of Buyer's Affiliates, or (c) any lender to Buyer or Company as security for obligations to such lender; provided, however, that Parent shall remain fully liable for all covenants set forth herein, including payment of the Purchase Price when due.

11.5 Counterparts. This Agreement may be executed by the Parties in multiple counterparts and shall be effective as of the date set forth above when each Party shall have executed and delivered a counterpart hereof, whether or not the same counterpart is executed and delivered by each Party. When so executed and delivered, each such counterpart shall be deemed an original and all such counterparts shall be deemed one and the same document. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.

11.6 Notices. Any notice pursuant to this Agreement must be in writing and will be deemed effectively given to another Party on the earliest of the date (a) one Business Day after receipt of confirmation if such notice is sent by facsimile, (b) three Business Days after delivery of such notice into the custody and control of an overnight international courier, (c) one Business Day after delivery of such notice in person and (d) such notice is received by that Party; in each case to the appropriate address below (or to such other address as a Party may designate by notice to the other Parties):

If to Seller (or to Company prior to the Closing):

Andrea Biffi, CEO
SOFAR, S.p.A
Via Firenze 40
20060 Trezzano Rosa (MI), Italy
Fax: 02-90967239
Phone: 02-9093621

Copy to (which will not constitute notice):

Stefano Candela
Franzosi Dal Negro Setti
Via Brera, 5
20121 Milan, Italy
Fax: 02-80299259
Phone: 02-85909220

If to Buyer:

Todd Pope, CEO
TransEnterix, Inc.
635 Davis Drive, Suite 300
Morrisville, North Carolina 27560
Phone: (919) 765-8400

Copy to (which will not constitute notice):

Barbara Bagnasacco
Kirton McConkie
1800 World Trade Center
Salt Lake City, UT 84111
Fax: 801-212-2110
Phone: 801-321-4885

Joshua Weingard
Chief Legal Officer
TransEnterix, Inc.
635 Davis Drive, Suite 300
Morrisville, North Carolina 27560
Phone: 305-575-4602

11.7 Resolution of Disputes.

(a) All claims, disputes, controversies and alleged breaches arising out of or related to this Agreement or any of the other Transaction Documents or the performance or nonperformance hereof or thereof which cannot be settled through negotiation, including but not limited to any

claim, dispute or controversy relating to the validity or enforceability of this Agreement, any Transaction Document or the breach thereof (each, a "**Dispute**"), shall be settled by binding arbitration in accordance with rules of arbitration of the International Court of Arbitration of the International Chamber of Commerce (the "**Arbitration Rules**") and the provisions of this subsection:

(i) The arbitration shall be conducted by a panel of three impartial arbitrators selected in accordance with such Arbitration Rules, unless either the amount in controversy is less than €250.000 or the parties shall hereafter mutually agree in writing to have the arbitration conducted by a single arbitrator, in either which case the arbitration shall be conducted by a single arbitrator. The final decision and award by the arbitrator(s) shall be set forth in a written decision.

(ii) The arbitration shall be conducted in Geneva, Switzerland and shall be conducted in the English language, unless the Parties mutually agree at the time for some other situs for the conduct of the arbitration proceeding.

(iii) In conducting the arbitration and rendering their award, the arbitrators shall give effect to the terms of this Agreement and the other applicable Transaction Documents, shall give effect to any other agreement of the parties relating to the conduct of the arbitration, and shall give effect to applicable statutes of limitations. If any dispute submitted to arbitration shall involve claims by or against a party hereto against or by a third party, and such third party cannot be made a party to such arbitration, the arbitrators shall be empowered to take such actions as they deem just and equitable in order to avoid prejudice to the parties hereto by reason of the inability of the arbitrators to adjudicate such third party claims, including without limitation, if they so determine, conditioning their award upon the outcome of the third party claims or staying the arbitration pending the outcome of the third party claims. The arbitrators shall be empowered to order the Parties to provide pre-hearing discovery to each other upon such terms as the arbitrators may direct if one of both of the Parties requests discovery, the Parties fail to agree between themselves as to the conduct of discovery, and the arbitrators determine that such discovery will be consistent with the overriding goals of a fair and efficient process and a just and equitable award.

(iv) The costs of the arbitration, including the fees and expenses of the arbitrators, shall be allocated to such parties as, and in such proportions as, the arbitrators shall determine to be just and equitable, which determination shall be set forth in the award.

(v) Judgment upon the award of the arbitrators may be entered by any court of competent jurisdiction.

(b) Nothing in this Section shall preclude either Party from applying to a court of competent jurisdiction for, and obtaining if warranted, preliminary or ancillary relief pending the conduct of such alternative dispute resolution procedures and arbitration, or an order to compel the arbitration provided for herein, or such other relief as may be required to protect and preserve such Party's rights pending the conduct of such procedures and arbitration. This Section 11.7 provides the exclusive method of resolving any Dispute, provided that, notwithstanding any provision of

this Agreement to the contrary, nothing in this Section 11.7 or in any other provision of this Agreement shall preclude any Party from seeking injunctive relief against the violation or breach of any provision in this Agreement as set forth in Section 11.13.

11.8 Governing Law. This Agreement and all other Transaction Documents (unless otherwise stated therein) will be governed by the laws of the Republic of Italy without giving effect to any choice or conflict of law principles of any jurisdiction.

11.9 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the amendment is in writing and signed by Buyer and Seller. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the waiving Party. The failure of a Party at any time to require performance of any provision of this Agreement will not affect such Party's rights at a later time to enforce such provision. No waiver by any Party of any breach of this Agreement will be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other breach.

11.10 Severability. Any provision of this Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision hereof or the invalid or unenforceable provision in any other situation or in any other jurisdiction. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.11 Expenses. Company will bear all expenses incurred by Company or any Representative of Company in connection with the Transaction contemplated to be performed before or on the Closing Date and such expenses will have been paid or accrued by Company prior to the Closing Date. Seller will bear all expenses incurred by Seller or any of its Representatives in connection with the Transaction contemplated to be performed before or on the Closing Date. Buyer will bear all expenses incurred by Buyer or any of its Representatives in connection with the Transaction contemplated to be performed on or before the Closing Date. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of such Party arising from a breach of this Agreement by another Party.

11.12 Construction. The article and section headings in this Agreement are inserted for convenience only and are not intended to affect the interpretation of this Agreement. Any reference in this Agreement to any Article or Section refers to the corresponding Article or Section of this Agreement. Any reference in this Agreement to any Schedule or Exhibit refers to the corresponding Schedule or Exhibit attached to this Agreement and all such Schedules and Exhibits are incorporated herein by reference. The word "including" in this Agreement means "including without limitation." This Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision in this Agreement. Unless the context requires otherwise, any reference to any Law will be deemed also to refer to all amendments and successor provisions thereto and all rules and regulations promulgated thereunder, in each case as in effect as of the date hereof and the Closing Date. All accounting terms not specifically defined in this Agreement will be construed in accordance with the Accounting Principles as in effect on the date hereof (unless another effective date is specified herein). The word "or" in this Agreement is disjunctive but not necessarily exclusive. All words in this Agreement will be construed to be of such gender or

number as the circumstances require. References in this Agreement to time periods in terms of a certain number of days mean calendar days unless expressly stated herein to be Business Days. In interpreting and enforcing this Agreement, each representation and warranty will be given independent significance of fact and will not be deemed superseded or modified by any other such representation or warranty.

11.13 Specific Performance. Each Party acknowledges that the other Parties would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, each Party agrees that the other Parties will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled, subject to Section 9.9, and without having to prove the inadequacy of any other remedy they may have at law or in equity and without being required to post bond or other security.

11.14 Time Is of the Essence. Time is of the essence with respect to all time periods and dates set forth herein.

11.15. Guarantee

(a) Parent hereby absolutely, unconditionally and irrevocably guarantees, as primary obligor and not merely as surety, the due and punctual payment by the Buyer of all monetary obligations of the Buyer under this Agreement and the Transaction Documents, and the due and prompt performance of all covenants, agreements, obligations and liabilities of the Buyer under or in respect of this Agreement and the Transaction Documents. This guaranty is an irrevocable guaranty of payment (and not just of collection) and shall continue in effect notwithstanding any extension or modification of the terms of this Agreement or any Transaction Document, any assumption of any such guaranteed obligation by any other party or any other act or event that might otherwise operate as legal or equitable discharge of Parent under this Section 11.15. Parent agrees that it shall pay on demand all costs and expenses (including attorneys' fees and disbursements) incurred by the Seller in connection with enforcing this Section 11.15, which amounts shall be in addition to all other obligations hereunder. There are no conditions precedent to the enforcement of this Section 11.15.

(b) The obligations of Parent hereunder shall not be affected by or contingent upon (i) the liquidation or dissolution of, or the merger or consolidation of the Buyer with or into any corporation or any sale or transfer by the Buyer of all or any part of its property or assets, (ii) the bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting the Buyer, (iii) any modification, alteration, amendment or addition of or to this Agreement or any Transaction Document, or (iv) any disability or any other defense of the Buyer or any other Person and any other circumstance whatsoever (with or without notice to or knowledge of Parent) which may or might in any manner or to any extent vary the risks of Parent or might otherwise constitute a legal or equitable discharge of a surety or a guarantor or otherwise. In connection with the foregoing, Parent waives all defenses and discharges it may have or otherwise be entitled to as a guarantor or surety and further waives presentment for payment or performance, notice of nonpayment or nonperformance, demand, diligence or protest; provided, however, Parent shall have available to it all defenses that the Buyer would have in the event of an action by the Seller

against the Buyer to enforce this Agreement or any Transaction Document, other than any defenses arising from bankruptcy, receivership, insolvency, reorganization or similar proceedings involving or affecting the Buyer. This guarantee shall automatically expire immediately following the Closing and receipt of the Purchase Price by the Seller, without any action by or notice to any party.

(c) All dealings between Parent and the Buyer, on the one hand, and the Seller, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Section 11.15. Parent acknowledges that it will receive substantial direct and indirect benefits from the transactions contemplated hereby and that the waivers and agreements by Parent set forth in this Section 11.15 are knowingly made in contemplation of such benefits.

[Signature pages follow]

The Parties have executed and delivered this Membership Interest Purchase Agreement as of the date first written above.

"Buyer":

TRANSENTERIX INTERNATIONAL, INC.

By: /s/ Todd M. Pope
Name: Todd Pope
Title: Chief Executive Officer

"Seller":

SOFAR, S.P.A.

By: Andrea Biffi
Name: Andrea Biffi
Title: Chief Executive Officer

"Company":

VULCANOS S.R.L.

By: SOFAR, S.p.A., its sole member
By: /s/ Andrea Biffi
Name: Andrea Biffi
Title: Chief Executive Officer

"Parent":

TRANSENTERIX, INC.

By: /s/ Todd M. Pope
Name: Todd Pope
Title: Chief Executive Officer

CONSENT AND SECOND AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

This **CONSENT AND SECOND AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** (this "**Amendment**") is entered into as of September 18, 2015, by and among OXFORD FINANCE LLC, a Delaware limited liability company with an office located at 133 North Fairfax Street, Alexandria, Virginia 22314 ("**Oxford**"), as collateral agent (in such capacity, the "**Collateral Agent**"), the Lenders listed on Schedule 1.1 of the Loan Agreement (as defined below) or otherwise a party thereto from time to time including Oxford in its capacity as a Lender and SILICON VALLEY BANK, a California corporation with an office located at 3005 Carrington Mill Boulevard, Suite 530, Morrisville, North Carolina 27560 (each a "**Lender**" and collectively, the "**Lenders**"), and TRANSENTERIX, INC., a Delaware corporation ("**Parent**"), TRANSENTERIX SURGICAL, INC., a Delaware corporation, and SAFESTITCH LLC, a Virginia limited liability company, each with offices located at 635 Davis Drive, Suite 300, Morrisville, North Carolina 27560 (individually and collectively, jointly and severally, "**Borrower**").

RECITALS

A. Collateral Agent, Lenders and Borrower have entered into that certain Amended and Restated Loan and Security Agreement dated as of September 26, 2014 (as amended from time to time, including but without limitation by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of August 14, 2015, the "**Loan Agreement**").

B. Lenders have extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Parent has created a Subsidiary, TransEnterix International, Inc., a Delaware corporation ("**TransEnterix International**"), and pursuant to that certain Membership Interest Purchase Agreement by and among Parent, TransEnterix International, SOFAR, S.p.A., an Italian *societa' per azioni* having its registered office in Milan, Italy, and Vulcanos S.r.L, an Italian *societa' a responsabilita' limitata* having its registered office in Milan, Italy ("**Vulcanos**"), dated as of September , 2015 (the "**Acquisition Agreement**", and together with any other documents, instruments, certificates and/or agreements necessary or related to, and/or executed in connection with, the Acquisition Agreement; all in form and substance reasonably acceptable to Collateral Agent and Lenders, the "**Acquisition Documents**"), TransEnterix International will acquire all ownership interests of Vulcanos (the transactions contemplated by the Acquisition Documents, collectively, the "**Acquisition**").

D. Borrower has requested that Collateral Agent and Lenders (i) consent to Borrower's formation of TransEnterix International and Borrower not causing TransEnterix International to (a) become a co-borrower or to guarantee the Obligations of Borrower under the Loan Documents or (b) grant a continuing lien or security interest in its assets, (ii) consent to Borrower's entry into the Acquisition Documents and the consummation of the Acquisition pursuant to which Vulcanos will become a Subsidiary and not causing Vulcanos to (a) become a co-borrower or to guarantee the Obligations of Borrower under the Loan Documents or (b) grant a continuing lien or security interest in its assets, and (iii) make certain revisions to the Loan Agreement as more fully set forth herein.

E. Collateral Agent and Lenders have agreed to such consents and to amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. Amendments to Loan Agreement.

2.1 Section 7.12 (TransEnterix International).

"**7.12 TransEnterix International**. TransEnterix International will not incur or permit to exist any Indebtedness nor grant or permit to exist any Liens upon any of its properties or assets, other than the SOFAR Lien, nor engage in any operations, business or activity other than (i) owning at all times exactly one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities of Vulcanos, and (ii) performing administrative, governance and supervisory functions in connection with the operation of the business of its Subsidiaries, including making Investments in Vulcanos as contemplated by clause (f) of the definition of Permitted Investments."

2.2 Section 13.1 (Definitions). The following definitions are hereby amended and restated in or added to Section 13.1 of the Loan Agreement as follows:

"**Amortization Date**" is February 1, 2016; provided however, if Interest Only Extension Event I occurs, such date shall be extended until July 1, 2016, and provided further that if Interest Only Extension Event I and Interest Only Extension Event II both occur, such date shall be further extended until January 1, 2017.

"**Final Payment Percentage**" is (i) if both Interest Only Extension Event I and Interest Only Extension Event II have not occurred, six and one half percent (6.50%) and (ii) if both Interest Only Extension Event I and Interest Only Extension Event II have occurred, eight percent (8.00%).

"**Interest Only Extension Event I**" is the receipt by Borrower on or after the Second Amendment Effective Date and prior to January 31, 2016 of unrestricted net cash proceeds of not less than Forty Million Dollars ($40,000,000.00) from the issuance and sale by Borrower of its equity securities in form and substance and on terms and conditions reasonably satisfactory to Collateral Agent and Lenders.

"**Interest Only Extension Event II**" means Collateral Agent's and Lenders' receipt of evidence, in form and substance satisfactory to Collateral Agent and Lenders, of Borrower receiving 510(k) clearance for its SurgiBot product prior to June 30, 2016.

"**Maturity Date**" is July 1, 2018; provided however, if Interest Only Extension Event I occurs, such date shall be extended to December 1, 2018, and provided further that if Interest Only Extension Event I and Interest Only Extension Event II both occur, such date shall be further extended until June 1, 2019.

"**Second Amendment**" means the Consent and Second Amendment to Amended and Restated Loan and Security Agreement, dated as of the Second Amendment Effective Date, among the Collateral Agent, the Lenders and the Borrower.

"**Second Amendment Effective Date**" means September 18, 2015.

"**Shares**" is one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by Borrower or Borrower's Subsidiary, in any Subsidiary; provided, however, "**Shares**" shall not include any of the issued and outstanding capital stock, membership units or other securities of Vulcanos.

"**SOFAR Lien**" means that certain lien on ten percent (10%) of the ownership interests of Vulcanos in accordance with the terms of that certain Quota Pledge Agreement by and between TransEnterix International and SOFAR, S.p.A., an Italian *societa' per azioni* having its registered office in Milan, Italy dated as of September , 2015 and pursuant to the terms of the Acquisition Agreement.

"**TransEnterix International**" means TransEnterix International, Inc., a Delaware corporation, and a subsidiary of TransEnterix, Inc.

"**Vulcanos**" means Vulcanos S.r.l., an Italian *societa' a responsabilita' limitata* having its registered office in Milan, Italy; provided, however, that following the consummation of the Acquisition (as defined in the Second Amendment) Vulcanos' name shall be changed to TransEnterix Italia S.r.l.

2.3 Section 13.1 (Definitions). Clause (f) of the definition of "**Permitted Investments**" in Section 13.1 of the Loan Agreement is hereby amended and restated as follows:

"(f) Investments by (i) a Borrower in another Borrower, (ii) by a Borrower in Subsidiaries not a Borrower not to exceed Fifty Thousand Dollars ($50,000.00) in the aggregate in any fiscal year, provided that Borrower may make Investments in Vulcanos (directly or indirectly through TransEnterix International) up to Five Hundred Thousand Dollars ($500,000.00) in the aggregate in any month, and (ii) by Subsidiaries not a Borrower in a Borrower."

2.4 Section 13.1 (Definitions). The definition of "**Permitted Liens**" in Section 13.1 of the Loan Agreement is amended by (i) deleting the word "and" at the end of clause (n) thereto, (ii) adding "; and" at the end of clause (o) thereto and (iii) adding the following new clause (p) thereto to read as follows:

"(p) the SOFAR Lien."

2.5 Section 13.1 (Definitions). The following definitions are hereby deleted from Section 13.1 of the Loan Agreement:

"**Equity Event**"; "**Interest Only Extension Event**".

3. Consent. Collateral Agent and Lenders hereby consent to (i) Borrower's creation of TransEnterix International and Borrower not causing TransEnterix International to (a) become a co-borrower or to guarantee the Obligations of Borrower under the Loan Documents or (b) grant a continuing lien or security interest in its assets, (ii) entry by the Borrower and TransEnterix International into the Acquisition Documents and the consummation of the Acquisition pursuant to which Vulcanos will become a Subsidiary and Borrower not causing Vulcanos to (a) become a co-borrower or to guarantee the Obligations of Borrower under the Loan Documents or (b) grant a continuing lien or security interest in its assets and (iii) the change of Vulcanos' name to TransEnterix Italia S.r.l.

4. Limitation of Amendment.

4.1 The amendments and consent set forth in Sections 2 through 3 above are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Collateral Agent or any Lender may now have or may have in the future under or in connection with any Loan Document.

4.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

5. Representations and Warranties. To induce Collateral Agent and Lenders to enter into this Amendment, Borrower hereby represents and warrants to Collateral Agent and Lenders as follows:

5.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct in all material respects as of such date), and (b) no Event of Default has occurred and is continuing;

5.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

5.3 The organizational documents of Borrower delivered to Collateral Agent and Lenders on the First Amendment Effective Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

5.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

5.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

5.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on Borrower, except as already has been obtained or made; and

5.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

6. Counterparts. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

7. Effectiveness. This Amendment shall be deemed effective upon the due execution and delivery to Collateral Agent and Lenders, in form and substance satisfactory to Collateral Agent and each Lender, such documents, and completion of such other matters, as Collateral Agent and each Lender may reasonably deem necessary or appropriate, including, without limitation:

(a) this Amendment by each party hereto;

(b) the Perfection Certificate for each of Parent, TransEnterix International, and Vulcanos; provided, however, the Perfection Certificate for Vulcanos may be delivered within thirty (30) days after the date hereof;

(c) the certificate(s) for the Shares of TransEnterix International, together with Assignments Separate from Certificate, duly executed in blank;

(d) fully executed copies of the Acquisition Documents; and

(e) Borrower's payment of all Lenders' Expenses incurred through the date of this Amendment.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BORROWER:

TRANSENTERIX, INC.

By /s/ Joseph P. Slattery
Name: Joseph P. Slattery
Title: Executive VP & CFO

TRANSENTERIX SURGICAL, INC.

By /s/ Joseph P. Slattery
Name: Joseph P. Slattery
Title: Executive VP & CFO

SAFESTITCH LLC
By: TransEnterix, Inc., its sole member

By /s/ Joseph P. Slattery
Name: Joseph P. Slattery
Title: Executive VP & CFO

COLLATERAL AGENT AND LENDER:

OXFORD FINANCE LLC

By /s/ Mark Davis
Name: Mark Davis
Title: Vice President, Finance, Secretary & Treasurer

LENDER:

SILICON VALLEY BANK

By /s/ Patrick Q Scheper
Name: Patrick Scheper
Title: Vice President

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "**Agreement**") is made as of September 21, 2015, by and among TransEnterix, Inc., a Delaware corporation (the "**Company**"), and SOFAR, S.p.A. ("**SOFAR**")

RECITALS

WHEREAS, the Company and SOFAR are parties to a certain Membership Interest Purchase Agreement (the "**Purchase Agreement**") pursuant to which a wholly owned subsidiary of the Company will purchase from SOFAR the membership interests of a separate entity to which SOFAR conferred its medical robotic division related to its advanced robotic system for minimally invasive laparoscopic surgery known as TELELAP ALF-X;

WHEREAS, SOFAR has received shares of Common Stock of the Company and certain cash payments in connection with the acquisition by the Company of the membership interests under the Purchase Agreement; and

WHEREAS, the Company and SOFAR have mutually agreed that, in connection with SOFAR's ownership of shares of Common Stock of the Company, SOFAR would be granted certain registration rights with respect to the shares of Common Stock owned by SOFAR.

NOW, THEREFORE, the parties to this Agreement further agree as follows:

1. Definitions. For purposes of this Agreement:

1.1 "**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 now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

1.2 "**Common Stock**" means shares of the Company's common stock, par value $0.001 per share.

1.3 "**Damages**" means any loss, damage, or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, or liability (or any action in respect thereof) arises out of or is based upon (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

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

1.5 "**Form S-3**" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.6 "**Investor**" means SOFAR and any Permitted Transferee of SOFAR (as defined in the Lock-Up Agreement) who executes a joinder to the Lock-Up Agreement.

1.7 "**Lock-Up Agreement**" means that certain agreement between the Company and SOFAR, dated as of the date hereof, that sets forth the restrictions on transferability of the Registrable Securities for designated periods.

1.8 "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.9 "**Registrable Securities**" means (i) the Common Stock held by an Investor; and (ii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution or stock split with respect to the shares referenced in clause (i) above, and securities issued in connection with a recapitalization, merger, consolidation or other reorganization in exchange for or in replacement of the shares referenced in clause (i) above; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 3.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Section 2.9 of this Agreement. For clarity, no stock options, warrants or other derivative securities, other than Common Stock issued as a dividend are Registrable Securities for purposes of this Agreement.

1.10 "**Restricted Securities**" means the securities of the Company required to bear the legend set forth in Section 2.8(b) hereof.

1.11 "**SEC**" means the U.S. Securities and Exchange Commission.

1.12 "**SEC Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act.

1.13 "**SEC Rule 415**" means Rule 415 promulgated by the SEC under the Securities Act.

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

1.15 "**Selling Expenses**" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Investor.

2. Registration Rights.

2.1 Registration.

(a) As soon as reasonably practicable, but in no event later than ten days after the availability of the audited financial statements of VULCANOS S.R.L. required by applicable provisions of the Securities Act (the "**Filing Date**"), the Company shall file a registration statement covering the resale of the Registrable Securities with the SEC for an offering to be made on a continuous basis pursuant to SEC Rule 415, or if SEC Rule 415 is not available for offers and sales of the Registrable Securities, by such other means of distribution of Registrable Securities as the Investors of the Registrable Securities may reasonably specify (the "**Initial Registration Statement**"). The Initial Registration Statement shall be on Form S-3 (except if the Company is ineligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be such other appropriate form) and the Company shall use its reasonable efforts to cause the Initial Registration Statement to be declared effective as soon as practicable. In the event the SEC informs the Company that all of the Registrable Securities cannot, as a result of the application of SEC Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly (i) inform each of the Investors thereof, (ii) use its reasonable efforts to file amendments to the Initial Registration Statement as required by the SEC and/or (iii) withdraw the Initial Registration Statement and file a new registration statement (a "**New Registration Statement**"), in either case covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-3 or, if the Company is ineligible to register for resale the Registrable Securities on Form S-3, such other form available to register for resale the Registrable Securities as a secondary offering. In the event the Company amends the Initial Registration Statement or files a New Registration Statement, as the case may be, under clauses (ii) or (iii) above, the Company will use its reasonable efforts to file with the SEC, as promptly as allowed by the SEC, one or more registration statements on Form S-3 or, if the Company is ineligible to register for resale the Registrable Securities on Form S-3, such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended, or the New Registration Statement. Notwithstanding any other provision of this Agreement, if the SEC limits the number of Registrable Securities permitted to be registered on a particular registration statement, any required cutback of Registrable Securities shall be applied to the Investors pro rata in accordance with the number of such Registrable Securities sought to be included in such registration statement (and in the case of a subsequent transfer, the initial Investor's transferee) relative to the aggregate amount of all Registrable Securities. If a prospectus supplement will be used in connection with the marketing of an underwritten offering from a registration statement filed pursuant to this Section 2.1(a), the Company shall afford the managing underwriter the opportunity to comment and request inclusion of information that the managing underwriter reasonably determines is of material importance to the success of such underwritten offering, and the Company shall use its commercially reasonable efforts to include such information in the prospectus.

(b) Notwithstanding the foregoing obligations, if the Company furnishes to Investors a certificate signed by the Company's chief executive officer (the "**CEO Certificate**") stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such registration

statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, that for purposes of this clause (iii) the CEO Certificate shall be accompanied by a letter from counsel regarding the compliance issue, then the Company shall have the right to defer taking action with respect to such filing; provided, however, that the Company may not invoke this right and the right described in the last sentence of Section 2.2(a) more than twice in any twelve (12) month period and the aggregate time of deferral in any twelve (12) month period shall not be more than ninety (90) days. Upon disclosure of such information or the termination of such transaction, the Company shall provide prompt notice to the Investors and shall promptly take all such action as is required to permit the sale of Registrable Securities pursuant to an effective registration statement.

2.2 Underwriting Requirements.

(a) If, pursuant to Section 2.1(a), the selling Investors intend to distribute the Registrable Securities by means of an underwriting, they shall so advise the Company at least 30 days prior to the anticipated pricing date of such underwritten offering. In this instance, the underwriter will be selected by the selling Investors, subject to the approval of the Company, which approval shall not be unreasonably withheld, delayed or conditioned. In such event, the right of any Investor to include such Investor's Registrable Securities in such registration shall be conditioned upon such Investor's participation in such underwriting and the inclusion of such Investor's Registrable Securities in the underwriting to the extent provided herein. All Investors proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 2.3(e)) enter into an underwriting agreement in customary form with the underwriters selected for such underwriting. Notwithstanding any other provision of this Section 2.2, if the Company and underwriters together advise the selling Investors in writing that marketing factors require a limitation on the number of shares to be underwritten, then the number of Registrable Securities that may be included in the underwriting shall be allocated among such Investors of Registrable Securities in proportion (as nearly as practicable) to the number of Registrable Securities owned by each Investor, or in such other proportion as shall mutually be agreed to by all such selling Investors; provided, however, that the number of Registrable Securities held by the Investors to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. Notwithstanding the foregoing obligations, if the Company furnishes to Investors a CEO Certificate stating that in the good faith judgment of the Company's Board of Directors it would be materially detrimental to the Company and its stockholders for such underwritten offering to be conducted because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; (iii) occur to close in time to an underwritten primary offering conducted by the Company with which such underwritten offering would materially interfere; or (iv) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, that for purposes of this clause (iii) the CEO Certificate shall be

accompanied by a letter from counsel regarding the compliance issue, then the Company shall have the right to defer taking action with respect to such filing; provided, however, that the Company may not invoke this right and the right described in the last sentence of Section 2.1(b) more than twice in any twelve (12) month period and the aggregate time of deferral in any twelve (12) month period shall not be more than ninety (90) days. Upon disclosure of such information, the termination of such transaction or the closing of the sale to the underwriters as described in the foregoing sentence, the Company shall provide prompt notice to the Investors and shall promptly take all such action as is required to permit the sale of Registrable Securities pursuant to an effective registration statement.

2.3 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall:

(a) prepare and file with the SEC one or more registration statements in accordance with Section 2.1(a) with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement(s) to become effective and keep such registration statement(s) effective until all of such Registrable Securities are eligible to be sold without restriction under SEC Rule 144 within any 90-day period;

(b) prepare and file with the SEC such amendments and supplements to such registration statement(s), and the prospectus used in connection with such registration statement(s), as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement(s);

(c) furnish to each Investor (i) as far in advance as reasonably practicable before filing any registration statement contemplated by this Agreement or any supplement or amendment thereto, copies of reasonably complete drafts of all such documents proposed to be filed, and provide each such Investor five Business Days to object to any information pertaining to such Investor and its plan of distribution that is contained therein and make the corrections reasonably requested by such Investor with respect to such information prior to filing such registration statement or supplement or amendment.

(d) furnish to the selling Investors such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Investors may reasonably request in order to facilitate their disposition of their Registrable Securities;

(e) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement(s) under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the selling Investors; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(f) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(g) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement(s) to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(h) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(i) provide to each selling Investor, the underwriters and their respective representatives, if requested, the opportunity to conduct a reasonable inquiry of the Company's financial and other records during normal business hours regarding information which such Investor may reasonably request in order to fulfill any due diligence obligation on its part, provided, that, the Company shall not be required to provide, and shall not provide, any selling Investor or its representatives with material, non-public information unless such Investor or representative agrees to receive such information and enters into a written confidentiality agreement with the Company in a form reasonably acceptable to the Company;

(j) notify each selling Investor, promptly after the Company receives notice thereof, of the time when such registration statement(s) have been declared effective or a supplement to any prospectus forming a part of such registration statement(s) has been filed;

(k) after such registration statements become effective, notify each selling Investor of any request by the SEC that the Company amend or supplement such registration statements or prospectus;

(l) provide a transfer agent and registrar for all Registrable Securities covered by each registration statement not later than the effective date of such registration statement; and

(m) enter into customary agreements and take such other actions as are reasonably requested by the Investors or the underwriters, if any, in order to expedite or facilitate the disposition of such Registrable Securities.

2.4 Obligations of the Investors.

(a) It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities of any selling Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Investor's Registrable Securities.

(b) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event requiring the preparation of a supplement or amendment to a prospectus relating to Registrable Securities so that, as thereafter delivered to the Investors, 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 not

misleading, each Investor will forthwith discontinue disposition of Registrable Securities pursuant to a registration statement contemplated by Section 2.1 until its receipt of copies of the supplemented or amended prospectus from the Company and, if so directed by the Company, each Investor shall deliver to the Company all copies, other than permanent file copies then in such Investor's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

(c) Each Investor shall suspend, upon request of the Company, any disposition of Registrable Securities pursuant to a registration statement contemplated by Section 2.1 to the extent that the Board of Directors of the Company determines in good faith that the sale of Registrable Securities under any such registration statement would be reasonably likely to cause a violation of the Securities Act or Exchange Act.

(d) Each Investor hereby covenants with the Company (i) not to make any sale of the Registrable Securities without effectively causing the prospectus delivery requirements under the Securities Act to be satisfied, and (ii) if such Registrable Securities are to be sold by any method or in any transaction other than on a national securities exchange or in the over-the-counter market, in privately negotiated transactions, or in a combination of such methods, to notify the Company at least five business days prior to the date on which the Investor first offers to sell any such Registrable Securities.

2.5 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees (including the fees for and expenses of any special audits or "cold comfort" letters required by the Investors (if the offering requires the Company to prepare a prospectus supplement or amendment to the Registration Statement) or the underwriters; and fees and disbursements of counsel for the Company shall be borne and paid by the Company. All Selling Expenses relating to Registrable Securities registered pursuant to this Section 2 shall be borne and paid by the Investors pro rata on the basis of the number of Registrable Securities registered on their behalf.

2.6 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Investor, each Person controlling such Investor within the meaning of Section 15 of the Securities Act, each officer, director and securityholder of such Investor, and any underwriter (as defined in the Securities Act) for each such Investor, against any Damages, and the Company will pay to each such Investor, controlling Person or underwriter any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.6(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld; provided further, that the Company shall not be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Investor controlling Person, or underwriter expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Investor, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of Section 15 of the Securities Act, any underwriter (as defined in the Securities Act), any other Investor selling securities in such registration statement, and any controlling Person of any such underwriter or other Investor, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Investor expressly for use in connection with such registration; and each such selling Investor will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Section 2.6(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Investor, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by any Investor by way of indemnity or contribution under Sections 2.6(b) and 2.6(d) exceed the proceeds from the offering received by such Investor (net of any Selling Expenses paid by such Investor), except in the case of fraud or willful misconduct by such Investor.

(c) Promptly after receipt by an indemnified party under this Section 2.6 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 2.6, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 2.6, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 2.6.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 2.6 but it is judicially determined (by the entry of a final judgment or decree by a court of competent

jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 2.6 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 2.6, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case, (x) no Investor will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Investor pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall an Investor's liability pursuant to this Section 2.6(d), when combined with the amounts paid or payable by such Investor pursuant to Section 2.6(b), exceed the proceeds from the offering received by such Investor (net of any Selling Expenses paid by such Investor), except in the case of willful misconduct or fraud by such Investor.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Investors under this Section 2.6 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.7 Reports Under Exchange Act. With a view to making available to the Investors the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit an Investor to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, so long as the Investors still own Registrable Securities, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Investor, so long as the Investor owns any Registrable Securities, forthwith upon request (i) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company; and (ii) such other information as may be reasonably requested in availing any Investor of any rule or regulation of the SEC that permits the selling of any such securities without registration.

2.8 Restrictions on Transfer.

(a) The Registrable Securities shall not be sold, pledged, or otherwise transferred, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, or transfer, except upon the conditions specified in this Agreement and the Lock-Up Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act and the agreements of the parties with respect to transferability of the Registrable Securities. A transferring Investor will cause any proposed purchaser, pledgee, or transferee of the Common Stock and the Registrable Securities held by such Investor to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement and the Lock-Up Agreement.

(b) Each certificate or instrument representing (i) the Registrable Securities, and (ii) any other securities issued in respect of the securities referenced in clause (i), upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Section 2.8(c)) be stamped or otherwise imprinted with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Investors consent to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Section 2.8. The Company shall cause the transfer agent to remove the legend that relates to the Lock-Up Agreement, and remove any stop order instructions that relate to the Lock-Up Agreement restrictions, in accordance with the terms of the Lock-Up Agreement. With respect to the Securities Act legend, the Company shall promptly remove the legend upon receipt of an opinion of counsel that the shares can be sold by the Investor as a non-affiliate, and will remove the legend from the certificate representing Registrable Securities sold in any public

offering prior to the closing of that offering, and with an opinion of counsel if the Registrable Securities are sold in a private placement prior to achievement of non-affiliate status by the Investor.

(c) The holder of each certificate representing Restricted Securities, by acceptance thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities in accordance with the Lock-Up Agreement, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Investor thereof shall give notice to the Company of such Investor's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at such Investor's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Investor of such Restricted Securities shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Investor to the Company. The Company will not require such a legal opinion or "no action" letter in any transaction in which such Investor distributes Restricted Securities to an Affiliate of such Investor for no consideration; provided, that each transferee agrees in writing to be subject to the terms of this Section 2.8. Each certificate or instrument evidencing the Restricted Securities transferred as above provided shall bear, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Section 2.8(b), except that such certificate shall not bear such restrictive legend if, in the opinion of counsel for such Investor and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

2.9 Termination of Registration Rights. The obligation of the Company to register an Investor's Registrable Securities pursuant to Section 2.1 shall terminate with respect to such Investor when all of such Investor's Registrable Securities are eligible to be sold without restriction under SEC Rule 144 within any 90-day period.

3. Miscellaneous.

3.1 Successors and Assigns. The rights under this Agreement may be assigned by an Investor to (i) any Affiliate of such Investor to whom Registrable Securities are transferred and (ii) to any third party acquiring at least 5,000,000 shares of Registrable Securities in a private placement transaction; provided, however, that if registration rights are assigned to a third party purchaser, such third party purchaser shall have the right, a maximum of two (2) times in any twelve month rolling period, to exercise the rights with respect to an underwritten offering under Section 2.2, thereby requiring the Company to perform its obligations under Section 2.3, subject to the rights of the Company to delay such performance as set forth in Section 2.2, and provided, further that the subsequent assignment of the registration rights under

this Section 3.1 can only be further assigned by such third party purchaser to any subsequent purchaser of the Registrable Securities if at least 5,000,000 shares of Registrable Securities are subsequently sold in a private placement transaction, and may not be otherwise assigned without the prior written consent of the Company. For the avoidance of doubt, any Registrable Securities acquired by a third party to which registration rights under this Agreement are assigned will be listed for resale by such Investor by the Company on the Registration Statement and can be subsequently resold in market-based transactions under the effective Registration Statement if no Company obligations are required. Any assignment of the rights under this Agreement by an Investor to a transferee shall be accompanied by an assignment of all related obligations under this Agreement and any transferee shall agree in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including this Section 3.1. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware excluding that body of law pertaining to conflict of law.

3.3 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile or electronic mail (including pdf or any electronic signature) and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

3.5 Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 3.5.

If notice is given to the Company, a copy shall also be sent to:

Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attn: Mary J. Mullany
email: mullany@ballardspahr.com

3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding; provided, that the Company may in its sole discretion waive compliance with Section 2.8(c); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, this Agreement may not be amended or terminated and the observance of any term hereof may not be waived with respect to any Investor without the written consent of such Investor, unless such amendment, termination, or waiver applies to all Investors in the same fashion. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

3.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

3.8 Entire Agreement. This Agreement, along with the Purchase Agreement and the other documents contemplated thereby and referenced therein, constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

3.9 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such non-breaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter 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. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

3.10 Recapitalization, Exchanges, etc. Affecting the Common Stock. The provisions of this Agreement shall apply to the full extent set forth herein with respect to any and all securities of the Company or any successor, assign or acquirer of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for or in substitution of, the Registrable Securities, and shall be appropriately adjusted for combinations, recapitalizations and the like occurring after the date of this Agreement.

3.11 Specific Performance. Damages in the event of breach of this Agreement by a party hereto may be difficult, if not impossible, to ascertain, and it is therefore agreed that each such Person, in addition to and without limiting any other remedy or right it may have, will have the right to an injunction or other equitable relief in any court of competent jurisdiction, enjoining any such breach, and enforcing specifically the terms and provisions hereof, and each of the parties hereto hereby waives any and all defenses it may have on the ground of lack of jurisdiction or competence of the court to grant such an injunction or other equitable relief. The existence of this right will not preclude any such Person from pursuing any other rights and remedies at law or in equity which such Person may have.

[Remainder of Page Intentionally Left Blank]

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

COMPANY:

TRANSENTERIX, INC.

By: /s/ Todd M. Pope
Name: Todd M. Pope
Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]

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

INVESTORS:

SOFAR, S.p.A.

By: /s/ Andrea Biffi
Name: Andrea Biffi
Title: Chief Executive Officer

[Signature Page to Registration Rights Agreement]

SCHEDULE A

INVESTORS

Investor	Number of Shares	Date Acquired	Comments
SOFAR, S.p.A. Via Firenze 40 20060 Trezzano Rosa (MI), Italy Attn: Andrea Biffi	15,543,413	September 21, 2015	

Exhibit 10.4

LOCK-UP AGREEMENT

This LOCK-UP AGREEMENT, as may be amended, supplemented or modified from time to time in accordance with the terms hereof, is made as September 21, 2015 (this "Agreement") by and between TransEnterix, Inc., a Delaware corporation (the "Company") and SOFAR, S.p.A., an Italian *societa' per azioni* (the "Investor").

WHEREAS, the Company and the Investor have entered into that certain Purchase Agreement pursuant to which the Company acquired all of the membership interests of the entity to which Investor had conferred its medical robotic division related to the advanced robotic system for minimally invasive laparoscopic surgery known as TELELAP ALF-X (the "Transaction");

WHEREAS, in consideration for the acquisition of all of the issued and outstanding membership interests of VULCANOS S.r.l., an Italian *societa' a responsabilita' limitata* solely owned by the Investor, the Company has issued to the Investor shares of the Company's common stock, par value $0.001 per share, equal to or less than 19.99% of the outstanding shares of the Company (the "Shares") as a transaction under Regulation S; and

WHEREAS, as a condition and inducement to the Company entering into the Transaction and incurring the obligations set forth therein, the Investor agrees to be bound by the covenants contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions and Interpretation.

(a) Certain Definitions. As used in this Agreement, the following terms have the meanings indicated:

"Agreement" has the meaning set forth in the Preamble.

"Affiliate" means any Person who is an "affiliate" as defined in Rule 12b-2 promulgated under the Exchange Act.

"Board of Directors" means the Board of Directors of the Company.

"Business Day" means a day other than a Saturday, Sunday or other day on which banks located in New York, New York are authorized or required by law to close.

"Closing Date" shall mean the date as of which the Transaction has been consummated.

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

"Shares" has the meaning set forth in the Recitals, provided, however, that for the avoidance of doubt Shares shall not include shares of the Company's common stock acquired by the Investor in the open market or in any other private placement transaction occurring after the Closing Date.

"Escrow Agreement" means the Escrow Agreement entered into among the Investor, the Company and the Escrow Agent in connection with the Purchase Agreement.

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

"Investor" has the meaning set forth in the Preamble.

"Lock-up Period," means each of (i) the period commencing on the Closing Date to and including the date that is twelve (12) months following the Closing Date (the "First Lock-up Period"); (ii) the period commencing on the Closing Date to and including the date that is eighteen (18) months following the Closing Date (the "Second Lock-up Period"); and (iii) the period commencing on the Closing Date to and including the date that is twenty-four (24) months following the Closing Date (the "Third Lock-up Period").

"Permitted Transfer" has the meaning set forth in Section 2(c).

"Person" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Purchase Agreement" means that certain Membership Interest Purchase Agreement, dated as of September 18, 2015, among the Company, the Investor and other parties signatory thereto.

"SEC" means the U.S. Securities Exchange Commission, or any successor entity thereto.

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

"Transfer" means, with respect to the Shares, the offer for sale, sale, sale of any option or contract to purchase, purchase of any option or contract to sell, grant of any option, right or warrant to purchase, or other transfer or disposition or encumbrance (or any transaction or device that is designed to or could be expected to result in the transfer or the disposition by any Person at any time in the future), whether directly or indirectly, of such Shares, and shall include the entering into of any swap, hedge or other derivatives transaction or other transaction that transfers to another, in whole or in part, any rights, economic benefits or consequences, or risks of ownership, including by way of settlement by delivery of such Shares or other securities in cash or otherwise or transferring, by gift or otherwise, any of the Shares to owners of the Investor; provided, however, that Transfer shall not include (a) any transfer to an Affiliate of the Investor provided that such transferee agrees to be bound by the terms and restrictions of this Agreement, or (b) any pledge of, or the granting of any Encumbrance (as defined in the Purchase Agreement) on, the Shares, it being understood that the Investor shall be permitted to use all or any portion of the Shares to secure the Investor's payment and performance of any of its

obligations to a third party; provided, further, however, that (i) such third party must acknowledge in writing to the Company that it takes such Encumbrance subject to all restrictions in this Agreement and, for as long as the Investor is subject to the restrictions imposed on the sale of any of the Shares by an affiliate of the Company, to the applicable U.S. securities law obligations regarding any sale of the Shares pledged, and (ii) the right to pledge the Shares or otherwise create a Encumbrance applies to the Investor and not to any Affiliate to whom Shares may be transferred under clause (a) of this definition.

(b) Interpretation. Unless otherwise noted:

(i) All references to laws, rules, regulations and forms in this Agreement shall be deemed to be references to such laws, rules, regulations and forms, as amended from time to time or, to the extent replaced, the comparable successor thereto in effect at the time.

(ii) All references to agencies, self-regulatory organizations or governmental entities in this Agreement shall be deemed to be references to the comparable successor thereto.

(iii) All references to agreements and other contractual instruments shall be deemed to be references to such agreements or other instruments as they may be amended from time to time.

(iv) Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

(v) All references to “50% of all Shares” or “75% of all Shares” shall be deemed to mean 50% or 75% (as the case may be) of the number of Shares issued to the Investor in connection with the consummation of the Transaction, adjusted in each case for any stock split, stock dividend, recapitalization, reorganization or similar event that occurs after the date of this Agreement.

2. Transfers. During the applicable Lock-up Period, Transfers of the Shares shall not be permitted except: (i) as approved by the Board of Directors, (ii) as conducted in accordance with this Section 2, or (iii) as set forth in Section 3:

(a) The Investor agrees not to Transfer any portion of the Shares during the First Lock-up Period.

(b) The Investor agrees that, except as otherwise provided in Section 2(c), it may Transfer (i) no more than fifty percent (50%)of all Shares in the aggregate , from the period beginning on the first calendar day following the end of the First Lock-up Period until the last calendar day of the Second Lock-up Period; and (ii) no more than seventy-five percent (75%)of all Shares in the aggregate (including with any Shares transferred in any prior Lock-up Period), from the period beginning on the first calendar day following the end of the Second Lock-up

Period until the last calendar day of the Third Lock-up Period. The transfer restrictions set forth in this Agreement shall cease to apply commencing on the first calendar day immediately following the last day of the Third Lock-up Period unless earlier terminated as provided in Section 2(c).

(c) Notwithstanding the foregoing, the limitation on Transfers contained in Sections 2(a) and 2(b) shall immediately terminate upon (x) the announcement by any third party of an offer to acquire at least 51% of the issued and outstanding shares of the Company's common stock; (y) the entry by the Company into an agreement for the sale of at least 51% of the Company's common stock or assets to, or the merger or consolidation with, a third party; or (z) if one of Second Tranche or Third Tranche of the Purchase Price (as defined in the Purchase Agreement) has not yet been paid to the Investor, the date on which there is a decrease in the trading price of the Company's common stock to a closing price below U.S. $1.50 per share for at least thirty (30) consecutive Trading Days (as defined in the Purchase Agreement), it being understood that any relief of the Investor from the foregoing restrictions pursuant to clause (z) shall not relieve the Company from its obligations to pay the Second Tranche and the Third Tranche 3 of the Purchase Price, (each, a "Restrictions Release Event").

(d) Notwithstanding the foregoing, the provisions of this Agreement shall have no effect on the obligations under the Escrow Agreement, and the impact of the Escrow Agreement shall control with respect to any Shares covered by the Escrow Agreement.

3. Permitted Transfers; No Effect of Transfers.

(a) The Investor shall be entitled to transfer the Shares to the equity holders of the Investor upon a dissolution of the Investor, or other transaction involving a reorganization of the Investor; provided, however, the Company's consent is required prior to any such Transfer, which consent shall not be unreasonably withheld (a "Permitted Transfer"). No Transfer shall be deemed a Permitted Transfer hereunder unless and until at the time of such Transfer, such transferee executes and delivers to the Company a joinder agreement in form and substance attached as Exhibit A hereto, to evidence its agreement to be bound by, and to comply with, this Agreement.

(b) No Transfer of any Shares in violation of any provision of this Agreement will be effective to pass any title to, or create any interest in favor of, any Person. If Investor intentionally and knowingly attempts to so effect a Transfer in violation of this Agreement, Investor will be deemed to have committed a material breach of its obligations to the Company hereunder.

4. Restrictive Legend; Stop Transfer Instruction.

(a) Certificates representing the Shares issued on or after the Closing Date must bear the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK- UP AGREEMENT BETWEEN THE OWNER OF SUCH SECURITIES OF TRANSENTERIX, INC. AND THE COMPANY THAT MATERIALLY RESTRICTS THE TRANSFERABILITY OF THE SECURITIES. BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID AGREEMENT. A COPY OF THE AGREEMENT IS ON FILE WITH THE SECRETARY OF TRANSENTERIX, INC."

(b) In order to ensure compliance with the provisions contained herein, the Investor agrees that the Company may issue appropriate "stop transfer" certificates or instructions with the Company's transfer agent and registrar against the transfer of the Investor's Shares, or otherwise make adequate provision to restrict the transferability of the Shares, in the event of a transfer other than in compliance with the provisions of this Agreement and that it may make appropriate notations to the same effect in its records.

(c) The Company shall, as promptly as practicable after receipt of the certificates representing the Shares from the Investor, cause the legend set forth in Section 4(a) to be removed from the certificates representing Shares, and shall immediately revoke the "stop transfer" instructions described in Section 4(b) with respect to Shares, as and when such Shares cease to be subject to the limitations on Transfer imposed by this Agreement (whether pursuant to Section 2(b) and 2(c) of this Agreement or upon termination of this Agreement pursuant to Section 6 hereof).

5. Successors and Assigns; Third Party Beneficiaries. The Investor understands that this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto as provided herein. No Person other than the parties hereto and their successors and permitted assigns is intended to be a beneficiary of this Agreement. This Agreement shall not be assigned by the Company except as provided herein. The Company shall cause any successor or assign (whether by merger, consolidation, sale of assets, recapitalization, reorganization or otherwise) to assume this Agreement as a condition to any such transaction.

6. Termination. This Agreement shall automatically terminate and be of no further force or effect upon the earlier to occur of (a) the first Business Day following the expiration of the Third Lock-up Period, and (b) as provided in Section 2(c) on a Restriction Release Event; except that Section 3(b), 4(c) and Sections 5 through 20 of this Agreement shall survive termination under this Section 6.

7. Remedies. The Investor and the Company, in addition to being entitled to exercise all rights granted by law, shall be entitled to specific performance of their rights under this Agreement. The Company and the Investor agree that monetary damages would not be adequate compensation for any loss incurred by reason of breach of the provisions of this Agreement and hereby agree to waive in any action for specific performance the defense that a remedy at law would be adequate or that there is need for a bond.

8. Notices. All notices, demands and other communications provide for or permitted hereunder shall be made in writing and shall be made by registered or certified first-class mail, return receipt requested, telecopy, electronic transmission, courier service or personal delivery:

(a) If to the Company:

TransEnterix, Inc.
635 Davis Drive
Suite 300
Morrisville, NC 27560
Telecopy No.: 919-765-8459
Attention: Todd Pope
Email: tpope@transenterix.com

With a copy to:

Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103
Telecopy: (215) 864-8999
Attention: Mary J. Mullany
Email: mullany@ballardspahr.com

(b) If to the Investor:

SOFAR, S.p.A
Via Firenze 40
20060 Trezzano Rosa (MI), Italy
Fax: 02-90967239
Phone: 02-9093621

With a copy to:

Stefano Candela
Franzosi Dal Negro Setti
Via Brera, 5
20121 Milan, Italy
Fax: 02-80299259
Phone: 02-85909220

(c) If to any transferee, as set forth in the applicable joinder agreement.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by international commercial courier service; five Business Days after being deposited in the mail, postage prepaid, if mailed; and when receipt is acknowledged, if telecopied or electronically transmitted. Any party to be given notice in accordance with this section may designate another address or Person for receipt of notices hereunder.

9. Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

10. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws. Each of the parties (a) irrevocably submits itself to the personal jurisdiction of each state or federal court sitting in the State of Delaware, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, in any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein, (b) agrees that every such suit, action or proceeding shall be brought, heard and determined exclusively in the Court of Chancery of the State of Delaware (provided that, in the event subject matter jurisdiction is unavailable in or declined by the Court of Chancery, then all such claims shall be brought, heard and determined exclusively in any other state or federal court sitting in the State of Delaware), (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, (d) agrees not to bring any suit, action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated herein in any other court, and (e) waives any defense of inconvenient forum to the maintenance of any suit, action or proceeding so brought.

11. WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

13. Rules of Construction. Unless the context otherwise requires, references to sections or subsections refer to sections or subsections of this Agreement. Terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

14. Interpretation. The parties hereto acknowledge and agree that (a) each party hereto and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto, regardless of which party was generally responsible for the preparation of this Agreement.

15. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties or undertakings with respect to the subject matter contained herein, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties with respect to such subject matter.

16. Further Assurances. Each of the parties shall execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement.

17. Other Agreements. Nothing contained in this Agreement shall be deemed to be a waiver of, or release from, any obligations any party hereto may have under, or any restrictions on the transfer of securities of the Company imposed by any other agreement.

18. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Facsimile or other electronically scanned and transmitted signatures, including by email attachment, shall be deemed originals for all purposes of this Agreement.

19. Amendments and Waivers. The terms of this Agreement may be amended and the observance of any term hereof may be waived only by consent of the Company and the Investor.

20. Stock Splits, Stock Dividends & Other Issuances. In the event of any issuance of Company common stock hereafter to the Investor (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization or the like) such shares shall become subject to this Agreement and shall be endorsed with the legend set forth in Section 4 of this Agreement to the extent that such shares are then subject to the restrictions on Transfer imposed by this Agreement.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Lock-Up Agreement on the date first written above.

TRANSENTERIX, INC.

By: /s/ Todd M. Pope
Name: Todd Pope
Title: Chief Executive Officer

SOFAR, S.P.A.

By: /s/ Andrea Biffi
Name: Andrea Biffi
Title: Chief Executive Officer

Exhibit A

Form of Joinder Agreement

ACKNOWLEDGMENT AND AGREEMENT

Joinder to Lock-Up Agreement Relating to TransEnterix, Inc. Common Stock

WHEREAS, the undersigned (the "Transferee") wishes to receive from SOFAR, S.p.A., an Italian *societa' per azioni* (the "Transferor") shares, par value $0.001 per share, of common stock (the "Common Stock") of TransEnterix, Inc., a Delaware corporation (the "Company");

WHEREAS, the Common Stock is subject to that certain Lock-Up Agreement, dated as of September 21, 2015 and as further amended from time to time (the "Agreement"), by and between the Company and Transferor. Capitalized terms used herein and not otherwise defined are given the meaning assigned to such terms in the Agreement;

WHEREAS, the Transferee has been given a copy of the Agreement and afforded ample opportunity to read it, and the Transferee is thoroughly familiar with its terms; and

WHEREAS, pursuant to the terms of the Agreement, the Transferor may not Transfer all or any portion of the Transferor's Common Stock unless in compliance with the Agreement and in accordance with Section 2 and Section 3 thereof. This Acknowledgment and Agreement constitutes a joinder agreement as contemplated by Section 3(a) of the Agreement.

NOW, THEREFORE, in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Transferor to transfer such Common Stock to the Transferee and the Company to permit such transfer, the Transferee does hereby acknowledge and agree that (i) the Transferee has been given a copy of the Agreement and ample opportunity to read it, and is thoroughly familiar with its terms, (ii) the shares of Common Stock are subject to the terms and conditions set forth in the Agreement and (iii) the Transferee shall become a party to the Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Agreement as though an original party thereto.

[*Remainder of page intentionally left blank.*]

Signed this day of , 20 ,

TRANSFEREE

By: _____
Name:
Title:

[Signature Page to Joinder Agreement]

Exhibit 99.1

September 21, 2015

TransEnterix Acquires the ALF-X Surgical Robotic System

- Creates a global surgical robotics company with a compelling product portfolio -
- Expected to accelerate commercialization timeline and revenue ramp -

RESEARCH TRIANGLE PARK, N.C. AND MILAN, ITALY – (BUSINESS WIRE) — TransEnterix, Inc. (NYSE MKT: TRXC), a medical device company that is pioneering the use of robotics to improve minimally invasive surgery, announced today that it has acquired the surgical robotics division of SOFAR S.p.A., an Italian health care company, in a cash and stock transaction with total consideration of $99.8 million. SOFAR has developed the TELELAP ALF-X® advanced robotic system for minimally invasive surgery, which has an active CE Mark.

“The combination of SurgiBot™ and ALF-X® will allow TransEnterix to address a larger market opportunity with compelling patient, surgeon and hospital value,” said Todd M. Pope, President and CEO of TransEnterix. “We believe this combination accelerates our commercialization timeline and revenue ramp as we can immediately begin selling the ALF-X in many markets globally.”

“We believe joining with TransEnterix will make our vision to create the next wave of robotic surgery a reality.” said Andrea Biffi, CEO of SOFAR, who has been appointed to the TransEnterix Board of Directors. “Our decision to become a significant shareholder reflects our belief that the company has built a strong team and will execute on this compelling opportunity.”

Strategic Rationale

The combination with SOFAR’s surgical robotics division supports and accelerates TransEnterix’s fundamental strategies:

- **Accelerate the migration of traditional laparoscopic procedures to robotically assisted laparoscopy:** Both robotic surgical systems are designed to leverage the experience and motion of traditional laparoscopic surgery. Laparoscopic procedures represent over 10 times the number of existing robotic surgery procedures. New robotic systems that leverage laparoscopic experience and techniques should facilitate the continued growth of robotically enhanced laparoscopy.
- **Address the trade-offs required of surgeons when using currently available robots:** Both the SurgiBot and ALF-X systems are designed to address trade-offs that currently-available robotic systems require of surgeons, such as loss of haptic feedback, being disengaged from the surgical field, the increased size of required trocar incisions, the inability to easily reposition patients once docked, and the requirement to interrupt operating and disengage instrument controls in order to move the camera.
- **Eliminate cost barriers to adoption with compelling pricing models:** Both robotic systems are designed to present a compelling economic value to hospitals. Whether through reduced capital acquisition cost or reduced per-procedure costs, each system will lower the economic barriers for hospitals to engage in robotic surgery. This should make robotic surgery a possibility for many more hospitals around the world.

The acquisition of SOFAR's surgical robotics division is anticipated to have a positive financial impact going forward. TransEnterix believes that the ability to commercialize the ALF-X system in the near-term under the existing CE Mark and our significantly expanded market opportunity could accelerate our revenue growth more than previously anticipated.

Transaction Structure

TransEnterix acquired from SOFAR all of the intellectual property and other assets, employees and contracts related to the advanced robotic system for minimally invasive laparoscopic surgery known as TELELAP ALF-X (Acquisition Transaction).

At the closing of the Acquisition Transaction, SOFAR received $25 million in cash and 15,543,413 shares of TransEnterix common stock with a value of $43.7 million, based on the closing price of $2.81 as of September 18, 2015.

The agreement also provides for up to €27.5 million ($31.1 million) in remaining cash consideration to be paid in three additional tranches based on the achievement of negotiated milestones.

In connection with the Acquisition Transaction, SOFAR entered into a lock-up agreement with TransEnterix pursuant to which SOFAR agreed, subject to certain exceptions, not to sell, transfer or otherwise convey any of the shares issued for one year following the closing date of the acquisition. The shares will be released between the first and second anniversaries of the closing of the Acquisition Transaction. TransEnterix also entered into a Registration Rights Agreement with SOFAR, pursuant to which TransEnterix agreed to register SOFAR's shares for resale, subject to the lock-up provisions.

Structure and Governance

TransEnterix, Inc. will continue to have its principal offices in North Carolina. The company will continue the research and development activities in Italy through its subsidiary, TransEnterix Italia, S.r.l., f/k/a Vulcanos S.r.l. Mr. Pope will remain the President and CEO of TransEnterix and Mr. Biffi will serve on the TransEnterix Board of Directors.

Conference Call

TransEnterix, Inc. will host a conference call on Tuesday, September 22, 2015 at 8:00 AM ET to discuss this acquisition. To listen to the conference call on your telephone, please dial (888) 811-5408 for domestic callers or (913) 312-0838 for international callers approximately ten minutes prior to the start time. To access the live audio webcast with presentation slides or archived recording, use the following link http://ir.transenterix.com/events.cfm. The replay will be available on TransEnterix's website for approximately 90 days after the conference call.

About TransEnterix

TransEnterix is a medical device company that is pioneering the use of robotics to improve minimally invasive surgery by addressing the economic and clinical challenges associated with current laparoscopic and robotic options. The company is focused on the development and commercialization of the SurgiBot™ System, a robotically enhanced laparoscopic surgical platform that allows the surgeon to be patient-side within the sterile field. The SurgiBot System is not yet available for sale in any market. For more information, visit the TransEnterix website at www.transenterix.com.

About TELELAP ALF-X

TELELAP ALF-X is a next generation robotic surgical system. The system is the result of years of advanced research by SOFAR S.p.A, in collaboration with the European Commission's Joint Research Centre (JRC). TELELAP ALF-X is a multi-port robotic system that brings the advantages of robotic surgery to patients while enabling surgeons with innovative new technology such as eye tracking and haptics. Utilizing reusable instruments, the system will allow hospitals to offer the most advanced technology with low operational costs. The ALF-X is not available for sale in the U.S.

Forward Looking Statements

This press release includes statements relating to TransEnterix's acquisition of SOFAR S.p.A's. surgical robotics division, the TELELAP ALF-X® System, the SurgiBot™ System and our current regulatory and commercialization plans for these products. These statements and other statements regarding our future plans and goals constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, and are intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that are often difficult to predict, are beyond our control, and which may cause results to differ materially from expectations. Factors that could cause our results to differ materially from those described include, but are not limited to, whether our acquisition of the ALF-X surgical robotics system will be successful, whether the combination of the SurgiBot and ALF-X will provide compelling patient, surgeon and hospital value; whether TransEnterix's acquisition of the ALF-X surgical robotics system will have a positive financial impact going forward; whether SurgiBot System's 510(k) application(s) submitted on June 1, 2015 will be cleared by the U.S. FDA, whether we will be able to efficiently and successfully integrate the acquisition into our operations, the pace of adoption of our products by surgeons, the success and market opportunity of our products, the effect on our business of existing and new regulatory requirements and other economic and competitive factors. For a discussion of the most significant risks and uncertainties associated with TransEnterix's business, please review our filings with the Securities and Exchange Commission (SEC), including our Quarterly Report on Form 10-Q filed on August 6, 2015 and other filings we make with the SEC. You are cautioned not to place undue reliance on these forward looking statements, which are based on our expectations as of the date of this press release and speak only as of the origination date of this press release. We undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise.

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