

**CERTIFICATE OF INCORPORATION OF
REALTIME CURES, INC.**

ARTICLE I

The name of the corporation is RealTime Cures, Inc. (the "Company").

ARTICLE II

The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the Company is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware as the same exists or may hereafter be amended.

ARTICLE IV

This Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 10,000,000 with par value of \$0.001 per share.

ARTICLE V

The name and mailing address of the incorporator are as follows:

Elizabeth Holmes
PO Box 11608
Stanford, CA 94309

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Company is expressly authorized to make, alter, amend or repeal the bylaws of the Company.

ARTICLE VII

Elections of directors need not be by written ballot unless otherwise provided in the bylaws of the Company.

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:42 PM 04/13/2004
FILED 09:35 PM 04/13/2004
SRV 040271229 - 3789976 FILE

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ARTICLE VIII

To the fullest extent permitted by the Delaware General Corporation Law, or any other applicable law, as the same exists or may hereafter be amended, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for any action taken, or any failure to take any action, as a director.

The corporation shall indemnify and hold harmless, to the fullest extent permitted by the Delaware General Corporation Law, or any other applicable law, as the same exists or may hereafter be amended, any director or officer of the Company who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director, officer, employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

The Company shall have the power to indemnify and hold harmless, to the extent permitted by the Delaware General Corporation Law, or any other applicable law, as the same exists or may hereafter be amended, any employee or agent of the Company who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Company or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

Neither any amendment nor repeal of this Article, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim accruing or arising or that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

Except as provided in Article VIII above, the Company reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, the undersigned, as the sole incorporator of the Company, have signed this certificate of incorporation on April 12, 2004

/s/ Elizabeth Holmes
Elizabeth Holmes,
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:33 PM 06/24/2004
FILED 12:28 PM 06/24/2004
SRV 040466716 - 3789976 FILE

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
REALTIME CURES, INC.**

RealTime Cures, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), certifies that:

- A. The name of the Corporation is RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.
- B. The Corporation has not yet received any payment for any of its stock.
- C. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 241 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.
- D. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, RealTime Cures, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on this 22nd day of June, 2004.

/s/ Elizabeth Holmes
Elizabeth Holmes,
President

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EXHIBIT A

ARTICLE I

The name of the Corporation is RealTime Cures, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

1. This Company is authorized to issue one class of shares to be designated Common Stock. The total number of shares of Common Stock the Company has authority to issue is 30,000,000 with par value of \$0.0001 per share.

ARTICLE V

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VI

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE VIII

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE VIII nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE VIII, shall eliminate or reduce the effect of this ARTICLE VIII, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE IX

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
REALTIME CURES, INC.**

RealTime Cures, Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), certifies that:

A. The name of the Corporation is RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

C. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, RealTime Cures, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on December 15, 2004.

/s/ Elizabeth Holmes

Elizabeth Holmes,
President

*State of Delaware
Secretary of State
Division of Corporations
Delivered 04:54 PM 12/15/2004
FILED 04:48 PM 12/15/2004
SRV 040909763 - 3789976 FILE*

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EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is fifty three million five hundred thousand (53,500,000), consisting of forty million (40,000,000) shares of Common Stock, \$0.0001 par value per share, and thirteen million five hundred thousand (13,500,000) shares of Preferred Stock, \$0.0001 par value per share. The first Series of Preferred Stock shall be designated "*Series A Preferred Stock*" and shall consist of thirteen million five hundred thousand (13,500,000) shares.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE V, the following definitions shall apply:

- (a) "*Conversion Price*" shall mean \$0.75 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).
- (b) "*Convertible Securities*" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.
- (c) "*Corporation*" shall mean Theranos, Inc.
- (d) "*Distribution*" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation

or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchase of capital stock of the Corporation in connection with the settlement of disputes with any stockholder, (iv) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common and Preferred Stock of the Corporation voting as separate classes.

(e) "**Dividend Rate**" shall mean an annual rate of \$.06 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) "**Liquidation Preference**" shall mean \$0.75 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) "**Original Issue Price**" shall mean \$0.75 per share for the Series A Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) "**Preferred Stock**" shall mean the Series A Preferred Stock.

(j) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends.

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in Section 2(a), any additional dividends (other than dividends on Common Stock payable solely in Common Stock) declared or paid in any fiscal year shall be declared or paid among the holders of the Preferred Stock and Common Stock then outstanding in proportion to the greatest whole number of shares of Common Stock which would be held by each such holder if all shares of Preferred Stock were converted at the then-effective Conversion Rate (as defined in Section 4 hereof).

(c) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) repurchases of Common Stock or Preferred Stock in connection with the settlement of disputes with any stockholder, (iv) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the Corporation.

3. Liquidation Rights.

(a) Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a), then the entire assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among the holders of the Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a).

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a) above, the entire remaining assets of the Corporation legally available for distribution shall be distributed pro rata to holders of the Common Stock of the Corporation in proportion to the number of shares of Common Stock held by them.

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Reorganization. For purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders prior to such transaction, at least fifty percent (50%) of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation; or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "Conversion Rate" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of the Corporation's Common Stock, or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Preferred Stock then outstanding, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "Automatic Conversion Event").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or

that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "*Additional Shares of Common*" shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans or other employee stock incentive programs or arrangements approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to paragraph 4(e), 4(f) or 4(g) hereof;

(4) shares of Common Stock issued in a registered public offering under the Securities Act;

(5) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the

assets or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial leasing transaction approved by the Board of Directors;

(7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships approved by the Board of Directors;

(9) up to an aggregate maximum of 13,333,333 shares of Series A Preferred Stock; and

(10) shares of Common Stock issued or issuable to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions approved by the Board of Directors;

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(vi)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the

Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(vi)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Full Ratchet Through December 31, 2009. In the event that, prior to and through December 31, 2009, but not thereafter, this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) for a

consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price equal to the consideration per share received by the Corporation for such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate.

(v) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Weighted Average Following December 31, 2009. In the event that, following December 31, 2009, this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this Subsection 4(d)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(vi) Determination of Consideration. For purposes of this subsection 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(c) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("*Liquidation Rights*"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or

classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series either before or after the issuance causing the adjustment.

(j) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the corporation pursuant to Section 3(d);

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Preferred Stock, voting together as a single class.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation.

(e) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(f) California Section 2115. So long as Section 2115 of the California General Corporation Law purports to make Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation's stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

6. Amendments and Changes. As long as 1,333,333 shares of the Preferred Stock shall be issued and outstanding, the Corporation shall not, without first obtaining the approval (by vote or

written consent as provided by law) of the holders of a majority of the outstanding shares of the Preferred Stock:

(a) amend, alter or repeal any provision of the Certificate of Incorporation if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Preferred Stock or any series thereof;

(c) authorize or create (by reclassification, merger or otherwise) any new class or series of shares having rights, preferences or privileges with respect to dividends or payments upon liquidation senior to or on a parity with any series of Preferred Stock or having voting rights other than those granted to the Preferred Stock generally;

(d) enter into any transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to Section 3(d) above;

(e) authorize a merger, acquisition or sale of substantially all of the assets of the Corporation or any of its subsidiaries (other than a merger exclusively to effect a change of domicile of the Corporation);

(f) voluntarily liquidate or dissolve;

(g) declare or pay any Distribution with respect to the Common Stock of the Corporation;

(h) amend this Section 6.

7. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by this Corporation.

8. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. The first Amended and Restated Certificate of Incorporation was duly adopted on June 24, 2004 and the second Amended and Restated Certificate of Incorporation was duly adopted on December 15, 2004 in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

C. This third Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

D. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on February 2, 2006.

/s/ Elizabeth Holmes

Elizabeth Holmes,
President

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is sixty five million ninety-six thousand six hundred and two (65,096,602), consisting of forty-five million (45,000,000) shares of Common Stock, \$0.0001 par value per share, and twenty million ninety-six thousand six hundred and two (20,096,602) shares of Preferred Stock, \$0.0001 par value per share. The first Series of Preferred Stock shall be designated "***Series A Preferred Stock***" and shall consist of nine million two hundred sixty-four thousand and nine (9,264,009) shares. The second series of Preferred Stock shall be designated "***Series B Preferred Stock***" and shall consist of ten million eight hundred thirty-two thousand five hundred and ninety-three (10,832,593) shares.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE V, the following definitions shall apply:

(a) "***Conversion Price***" shall mean \$0.75 per share for the Series A Preferred Stock and \$0.92314 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "***Convertible Securities***" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(c) "***Corporation***" shall mean Theranos, Inc.

(d) "***Distribution***" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment

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or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common and Preferred Stock of the Corporation voting as separate classes.

(e) “**Dividend Rate**” shall mean an annual rate of \$.06 per share for the Series A Preferred Stock and \$0.07385 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) “**Liquidation Preference**” shall mean \$0.75 per share for the Series A Preferred Stock and \$0.92314 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) “**Options**” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) “**Original Issue Price**” shall mean \$0.75 per share for the Series A Preferred Stock and \$0.92314 per share for the Series B Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) “**Preferred Stock**” shall mean the Series A Preferred Stock and the Series B Preferred Stock.

(j) “**Recapitalization**” shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends.

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in **Section 2(a)**, any additional dividends (other than dividends on Common Stock payable solely in common Stock) declared or paid in any fiscal year shall be declared or paid among the holders of the Common Stock then outstanding in proportion to the number of shares of Common Stock held by each such holder. Dividends may be paid on the Common Stock when, as and if declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and to Section 6 below.

(c) Non-Cash Distributions. Whenever a Distribution provided for in this **Section 2** shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the Corporation.

3. Liquidation Rights.

(a) Liquidation Preference. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)**, then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the Series B Preferred Stock and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this Section 3(a) has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)**.

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in **Section 3(a)** above, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Series B Preferred Stock and Common Stock in proportion to the number of shares of Common Stock held by them, with the shares of Series B Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate (as defined below).

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common

Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the Preferred Stock, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation; or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "*trading day*" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "*closing prices*" or "*closing bid prices*" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market

price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "*Conversion Rights*"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "*Conversion Rate*" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "*Securities Act*"), covering the offer and sale of the Corporation's Common Stock, provided that the offering price per share is not less than \$2.75 (as adjusted for Recapitalizations) and the gross proceeds to the Corporation are not less than \$35,000,000 (a "*Qualified IPO*") or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Preferred Stock then outstanding (including the holders of a majority of the Series B Preferred Stock then outstanding voting separately), or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "*Automatic Conversion Event*").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the

certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "**Additional Shares of Common**" shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(4) shares of Common Stock issued in a Qualified IPO;

(5) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial transaction approved by the Board of Directors;

(7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board of Directors;

(9) shares of Common Stock issued or issuable to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board of Directors; and

(10) shares of Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Certificate of Incorporation by written consent of the holders of a majority of each series of Preferred Stock whose Conversion Price is higher than the price per share of such series of Preferred Stock.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(vi)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such

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Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been

received by the Corporation (determined pursuant to **Section 4(d)(vi)**) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Full Ratchet for Series B Preferred Stock Prior to a Qualified Financing or Through December 31, 2009. In the event that, prior to the earlier of (i) the closing of an equity financing of the Corporation following the date of filing of this Amended and Restated Certificate of Incorporation (not including sales of any shares of Series B Preferred Stock) in which the Corporation receives proceeds of at least \$10,000,000 (a “*Qualified Financing*”) or (ii) December 31, 2009, but not thereafter, this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) for a consideration per share less than the Conversion Price of the Series B Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the Series B Preferred Stock shall be reduced, concurrently with such issue, to a price equal to the consideration per share received by the Corporation for such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate.

(v) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Weighted Average Following the Earlier of a Qualified Financing or December 31, 2009. In the event that, (i) with respect to the Series B Preferred Stock, following the earlier of (A) a Qualified Financing, or (B) December 31, 2009, and (ii) with respect to the Series A Preferred Stock, at any time, this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this **Subsection 4(d)(iv)**, all shares of Common Stock

issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(vi) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such

combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("*Liquidation Rights*"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Notices of Record Date. In the event that this Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the corporation pursuant to **Section 3(d)**;

then, in connection with each such event, this Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Preferred Stock, voting together as a single class.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in

accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. So long as at least 5,416,297 shares of Series B Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), (i) the holders of the Series B Preferred Stock, voting together as a single class, shall be entitled to elect two directors of the Corporation (the "Series B Directors"), (ii) the holders of the Common Stock, voting as a separate class shall be entitled to elect three directors of the Corporation and (iii) the holders of a majority of the voting power of the Preferred Stock and the Common Stock, voting together as a single class on an as converted to Common Stock basis shall be entitled to elect up to two additional directors. At all times, the holders of the Common Stock, voting as a separate class, shall be entitled to elect three directors of the Corporation.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation (without any separate vote of the holders of the Common Stock).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(g) California Section 2115. So long as Section 2115 of the California General Corporation Law purports to make Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation's stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

6. Amendments and Changes. (i) For so long as 4,632,005 shares of the Series A Preferred Stock shall be issued and outstanding (as adjusted for Recapitalizations), the Corporation shall not, without first obtaining approval (by vote or written consent as provided by law) of the holders of not less than a majority of the then outstanding shares of Series A Preferred Stock, and (ii) for so long as 5,416,297 of the shares of the Series B Preferred Stock shall be issued and outstanding (as adjusted for Recapitalizations), the Corporation shall not, without first obtaining approval (by vote or written consent as provided by law) of the holders of not less than a majority of the then outstanding shares of Series B Preferred Stock voting separately, either directly or by amendment, merger consolidation or otherwise:

(a) amend, alter, repeal or modify any provision of the Certificate of Incorporation or Bylaws if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Preferred Stock or any series thereof;

(c) authorize or create (by reclassification, merger or otherwise), or authorize any security convertible into or exercisable for, any new class or series of shares having rights,

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preferences or privileges senior to or on a parity with any series of Preferred Stock, or increase the authorized number of shares of any Series of the Preferred Stock;

(d) enter into any transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to **Section 3(d)** above;

(e) authorize a merger, acquisition or sale of substantially all of the assets of the Corporation or any of its subsidiaries (other than a merger exclusively to effect a change of domicile of the Corporation);

(f) voluntarily liquidate, dissolve or wind-up the affairs of the Corporation;

(g) declare or pay any Distribution with respect to the Common Stock of the Corporation, other than repurchases of unvested shares of employees or consultants to the Corporation pursuant to contractual arrangements upon termination of their service to the Corporation;

(h) amend this Section 6;

(i) license all or substantially all of the Corporation's technology or intellectual property on an exclusive basis;

(j) change the number of shares reserved for issuance under any stock option or other similar equity plan of the Corporation, other than as approved by the Board of Directors;

(k) acquire all or substantially all of the assets, equity interests, business or line of business of another company, other than as approved by the Board of Directors;

(l) increase the authorized number of members of the Board of Directors to greater than seven persons; or

(m) incur or permit any subsidiary to incur any aggregate indebtedness in excess of \$1,000,000, other than trade credit incurred in the ordinary course of business, and other than as approved by the Board of Directors.

7. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to **Section 4** or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by this Corporation.

8. Notices. Any notice required by the provisions of this **ARTICLE V** to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of this Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. The first Amended and Restated Certificate of Incorporation was duly adopted on June 24, 2004, the second Amended and Restated Certificate of Incorporation was duly adopted on December 15, 2004, and the third Amended and Restated Certificate of Incorporation was duly adopted on February 2, 2006 in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

C. This fourth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

D. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on October 12, 2006.

/s/ Elizabeth Holmes

Elizabeth Holmes,
President

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is one hundred million, seven hundred thirty-four thousand, nine hundred (100,734,900), consisting of seventy million (70,000,000) shares of Common Stock, \$0.0001 par value per share, and thirty million seven hundred thirty-four thousand, nine hundred (30,734,900) shares of Preferred Stock, \$0.0001 par value per share. The first Series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of nine million two hundred sixty-four thousand and nine (9,264,009) shares. The second series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of ten million eight hundred thirty-two thousand five hundred and ninety-three (10,832,593) shares. The third series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of ten million six hundred thirty-eight thousand, two hundred ninety-eight (10,638,298) shares.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Conversion Price**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, and \$2.82 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(c) "**Corporation**" shall mean Theranos, Inc.

(d) "**Distribution**" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common and Preferred Stock of the Corporation voting as separate classes.

(e) "**Dividend Rate**" shall mean an annual rate of \$.06 per share for the Series A Preferred Stock, \$0.07385 per share for the Series B Preferred Stock, and \$0.2256 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) "**Liquidation Preference**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, and \$2.82 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) "**Original Issue Price**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, and \$2.82 per share for the Series C Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) "**Preferred Stock**" shall mean the Series A Preferred Stock, the Series B Preferred Stock, and the Series C Preferred Stock.

(j) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends.

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock

shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in **Section 2(a)**, any additional dividends (other than dividends on Common Stock payable solely in common Stock) declared or paid in any fiscal year shall be declared or paid among the holders of the Common Stock then outstanding in proportion to the number of shares of Common Stock held by each such holder. Dividends may be paid on the Common Stock when, as and if declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and to **Section 6** below.

(c) Non-Cash Distributions. Whenever a Distribution provided for in this **Section 2** shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of Common Stock or Preferred Stock approved by the holders of Preferred Stock of the Corporation.

3. Liquidation Rights.

(a) Liquidation Preference.

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series C Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, or Common Stock by reason of their ownership of such stock, an amount per share for each share of Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Series C Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(i)**, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(i)**.

(ii) After payment of the Liquidation Preference specified for the Series C Preferred Stock to the holders of the Series C Preferred Stock pursuant to **Section 3(a)(i)**, the holders

of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, with equal priority and on a pro rata basis, and prior and in preference to any Distribution of any of the remaining assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Series A Preferred Stock equal to the Liquidation Preference specified for such share of Series A Preferred Stock and for each share of Series B Preferred Stock the Liquidation Preference specified for such share of Series B Preferred Stock plus, in each case, all declared but unpaid dividends (if any) on such share of Series A Preferred Stock or Series B Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 3(a)(ii), then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii), and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this Section 3(a)(ii) has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii).

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a) above, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Series C Preferred Stock, the Series B Preferred Stock, and Common Stock in proportion to the number of shares of Common Stock held by them, with the shares of Series C Preferred Stock and Series B Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate (as defined below).

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the Preferred Stock, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the

Corporation; or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "Conversion Rate" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion

Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "*Securities Act*"), covering the offer and sale of the Corporation's Common Stock, provided that the offering price per share is not less than \$5.64 (as adjusted for Recapitalizations) and the gross proceeds to the Corporation are not less than \$40,000,000 (a "*Qualified IPO*") or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Preferred Stock then outstanding (including the holders of a majority of the Series B Preferred Stock then outstanding voting separately and the holders of a majority of the Series C Preferred Stock then outstanding voting separately), or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "*Automatic Conversion Event*").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the

converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), “*Additional Shares of Common*” shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to **Section 4(e), 4(f) or 4(g)** hereof;

(4) shares of Common Stock issued in a Qualified IPO;

(5) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors or other financial institutions pursuant to a debt financing or commercial transaction approved by the Board of Directors;

(7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board of Directors;

(9) shares of Common Stock issued or issuable to suppliers or third party service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board of Directors; and

(10) shares of Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Certificate of Incorporation by written consent of the holders of a majority of each series of Preferred Stock whose Conversion Price is higher than the price per share of such shares of Common Stock being issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(vi)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to

reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(vi)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Full Ratchet for Series C Preferred Stock Prior to a Qualified Financing or Through October 12, 2008. In the event that, prior to the earlier of (i) immediately following the first closing of an equity financing of the Corporation following the date of filing of this Amended and Restated Certificate of Incorporation (not including sales of any shares of Series C Preferred Stock) in which the Corporation receives aggregate proceeds of at least \$15,000,000 (or in the event of multiple closings, the closing at which \$15,000,000 in aggregate proceeds has first been raised) (a “*Qualified Financing*”) or (ii) October 12, 2008, but not thereafter, the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to

paragraph 4(d)(iii)) for a consideration per share less than the Conversion Price of the Series C Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the Series C Preferred Stock shall be reduced, concurrently with such issue, to a price equal to the consideration per share received by the Corporation for such Additional Shares of Common so issued; *provided, however*, that in no event shall the Conversion Price of the Series C Preferred Stock be reduced to an amount less than the Conversion Price of the Series B Preferred Stock. Notwithstanding the foregoing, the Conversion Price of the Series C Preferred Stock shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate.

(v) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common – Weighted Average Following the Earlier of a Qualified Financing or October 12, 2008. In the event that, (i) with respect to the Series C Preferred Stock, following the earlier of (A) a Qualified Financing, or (B) October 12, 2008, and (ii) with respect to the Series B Preferred Stock and Series A Preferred Stock, at any time, the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this Subsection 4(d)(v), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(vi) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such

combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to **Section 3** above ("**Liquidation Rights**"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this **Section 4**, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Notices of Record Date. In the event that the Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the corporation pursuant to **Section 3(d)**;

then, in connection with each such event, the Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for such Distribution (and specifying the date on which the holders of Common Stock shall be entitled

thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Preferred Stock, voting together as a single class.

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. (i) So long as at least 1,241,135 shares of Series C Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), the holders of the Series C Preferred Stock, voting together as a single class, shall be entitled to elect one director of the Corporation (the "Series C Director"), (ii) so long as at least 3,791,408 shares of Series B Preferred Stock are outstanding (such number of shares being subject to proportional adjustments to reflect combinations or subdivisions of such series of Preferred Stock or dividends declared in shares of such stock), the holders of the Series B Preferred Stock, voting together as a single class, shall be entitled to elect one director of the Corporation (the "Series B

Director”), (iii) the holders of the Common Stock, voting as a separate class shall be entitled to elect one director of the Corporation (the “**Common Director**”), (iv) the holders of a majority of the voting power of the Preferred Stock and the Common Stock, voting together as a single class on an as converted to Common Stock basis, shall be entitled to elect up to four additional directors (the “**At-Large Directors**”). If, at any time, the holders of Preferred Stock are not entitled to elect any directors of the Corporation, the directors shall then be elected by a majority of the holders of Preferred Stock and Common Stock voting together as a single class on an as converted to Common Stock basis.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation (without any separate vote of the holders of the Common Stock).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(g) California Section 2115. So long as Section 2115 of the California General Corporation Law purports to make Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation’s stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

6. Amendments and Changes. For so long as 15,000,000 shares of the Preferred Stock shall be issued and outstanding (as adjusted for Recapitalizations), the Corporation shall not, without first obtaining approval (by vote or written consent as provided by law) of the holders of not less than a majority of the then outstanding shares of Preferred Stock, voting together on an as converted to Common Stock basis, either directly or by amendment, merger consolidation or otherwise:

(a) amend, alter, repeal or modify any provision of the Certificate of Incorporation or Bylaws if such action would adversely alter the rights, preferences, privileges or powers of, or restrictions provided for the benefit of the Preferred Stock or any series thereof;

(b) increase or decrease (other than for decreases resulting from conversion of the Preferred Stock) the authorized number of shares of Preferred Stock or any series thereof;

(c) authorize or create (by reclassification, merger or otherwise), or authorize any security convertible into or exercisable for, any new class or series of shares having rights, preferences or privileges senior to or on a parity with any series of Preferred Stock, or increase the authorized number of shares of any Series of the Preferred Stock;

(d) enter into any transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Corporation pursuant to **Section 3(d)** above;

(e) authorize a merger, acquisition or sale of substantially all of the assets of the Corporation or any of its subsidiaries (other than a merger exclusively to effect a change of domicile of the Corporation);

- (f) voluntarily liquidate, dissolve or wind-up the affairs of the Corporation;
- (g) declare or pay any Distribution with respect to the Common Stock of the Corporation, other than repurchases of unvested shares of employees or consultants to the Corporation pursuant to contractual arrangements upon termination of their service to the Corporation;
- (h) amend this **Section 6**;
- (i) license all or substantially all of the Corporation's technology or intellectual property on an exclusive basis;
- (j) change the number of shares reserved for issuance under any stock option or other similar equity plan of the Corporation, other than as approved by the Board of Directors;
- (k) acquire all or substantially all of the assets, equity interests, business or line of business of another company, other than as approved by the Board of Directors;
- (l) increase the authorized number of members of the Board of Directors to greater than seven persons; or
- (m) incur or permit any subsidiary to incur any aggregate indebtedness in excess of \$10,000,000, other than trade credit incurred in the ordinary course of business, and other than as approved by the Board of Directors.

7. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to **Section 4** or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by the Corporation.

8. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware hereby certifies as follows:

A. The name of the corporation is Theranos, Inc. The corporation was originally incorporated under the name of RealTime Cures, Inc. The corporation's original Certificate of Incorporation was filed with the Secretary of the State of Delaware on April 13, 2004.

B. Pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware, this Certificate of Amendment of Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of the General Corporation Law of the State of Delaware by the Board of Directors and the stockholders of the corporation.

C. Article IV of the Amended and Restated Certificate of Incorporation is hereby amended in its entirety to read as follows:

"ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is one hundred four million, two hundred eighty-one thousand (104,281,000), consisting of seventy-one million seven hundred seventy-three thousand fifty (71,773,050) shares of Common Stock, \$0.0001 par value per share, and thirty-two million five hundred seven thousand nine hundred fifty (32,507,950) shares of Preferred Stock, \$0.0001 par value per share. The first Series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of nine million two hundred sixty-four thousand and nine (9,264,009) shares. The second series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of ten million eight hundred thirty-two thousand five hundred and ninety-three (10,832,593) shares. The third series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of twelve million four hundred eleven thousand three hundred forty-eight (12,411,348) shares."

Theranos_Certificate of Amendment re increase authorized_(PALIB2_3609404_1) (2).DOC

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Amendment of Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, its President and Chief Executive Officer, this 14th day of November, 2006.

THERANOS, INC.

/s/ Elizabeth Holmes
Elizabeth Holmes
President and Chief Executive Officer

Theranos_Certificate of Amendment re increase authorized_(PALIB2_3609404_1)(2).DOC

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:52 PM 12/27/2006
FILED 02:51 PM 12/27/2006
SRV 061190662 - 3789976 FILE

**CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

A. The name of the corporation is Theranos, Inc. The corporation was originally incorporated under the name of RealTime Cures, Inc. The corporation's original Certificate of Incorporation was filed with the Secretary of the State of Delaware on April 13, 2004.

B. Pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware, this Certificate of Amendment of Amended and Restated Certificate of Incorporation has been duly adopted in accordance with the provisions of the General Corporation Law of the State of Delaware by the Board of Directors and the stockholders of the corporation.

C. Article V, Section 3(d) of the Amended and Restated Certificate of Incorporation is hereby amended in its entirety as follows:

“(d) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the Preferred Stock, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (excluding any transaction or series of transactions between or among the Corporation and any wholly owned subsidiary or subsidiaries); or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.”

Theranos_Certificate of Amendment re Sub Transfer Carve Out_(PALIB2_3647130_1)

D. Article V, Section 6(i) of the Amended and Restated Certificate of Incorporation is hereby amended in its entirety as follows:

“(i) license all or substantially all of the Corporation’s technology or intellectual property on an exclusive basis (other than to any wholly owned subsidiary of the Corporation);”

E. Article V, Section 6(k) of the Amended and Restated Certificate of Incorporation is hereby amended in its entirety as follows:

“(k) acquire all or substantially all of the assets, equity interests, business or line of business of another company (excluding that of any wholly owned subsidiary of the Corporation), other than as approved by the Board of Directors;”

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Amendment of Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, its President and Chief Executive Officer, this 27th day of December, 2006.

THERANOS, INC.

/s/ Elizabeth Holmes

Elizabeth Holmes
President and Chief Executive Officer

Theranos_Certificate of Amendment re Sub Transfer Carve Out_(PALIB2_3647130_1)

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. The first Amended and Restated Certificate of Incorporation was duly adopted on June 24, 2004, the second Amended and Restated Certificate of Incorporation was duly adopted on December 15, 2004, the third Amended and Restated Certificate of Incorporation was duly adopted on February 2, 2006, and the fourth Amended and Restated Certificate of Incorporation was duly adopted on October 12, 2006 in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

C. This fifth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

D. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on June 30, 2010.

/s/ Elizabeth Holmes

Elizabeth Holmes,
President

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is one hundred twenty-six million two hundred eighty-one thousand (126,281,000), consisting of eighty-two million seven hundred seventy-three thousand fifty (82,773,050) shares of Common Stock, \$0.0001 par value per share, and forty-three million five hundred seven thousand nine hundred fifty (43,507,950) shares of Preferred Stock, \$0.0001 par value per share.

The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized, by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

The first Series of Preferred Stock shall be designated "*Series A Preferred Stock*" and shall consist of nine million two hundred sixty-four thousand and nine (9,264,009) shares. The second series of Preferred Stock shall be designated "*Series B Preferred Stock*" and shall consist of ten million eight hundred thirty-two thousand five hundred and ninety-three (10,832,593) shares. The third series of Preferred Stock shall be designated "*Series C Preferred Stock*" and shall consist of twelve million four hundred eleven thousand three hundred forty-eight (12,411,348) shares. The

fourth series of Preferred Stock shall be designated "**Series C-1 preferred Stock**" and shall consist of six million six hundred sixty-six thousand, six hundred sixty-seven (6,666,667) shares.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Conversion Price**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, \$2.82 per share for the Series C Preferred Stock, and \$15.00 per share for the Series C-1 Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(c) "**Corporation**" shall mean Theranos, Inc.

(d) "**Distribution**" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the holders of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis.

(e) "**Dividend Rate**" shall mean an annual rate of \$.06 per share for the Series A Preferred Stock, \$0.07385 per share for the Series B Preferred Stock, \$0.2256 per share for the Series C Preferred Stock, and \$1.20 per share for the Series C-1 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) "**Liquidation Preference**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, \$2.82 per share for the Series C Preferred Stock, and \$15.00 per share for the Series C-1 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) "**Original Issue Price**" shall mean \$0.75 per share for the Series A Preferred Stock, \$0.92314 per share for the Series B Preferred Stock, \$2.82 per share for the Series C Preferred Stock, and \$15.00 per share for the Series C-1 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) "**Preferred Stock**" shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, and the Series C-1 Preferred Stock.

(j) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends.

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in **Section 2(a)**, any additional dividends (other than dividends on Common Stock payable solely in common Stock) declared or paid in any fiscal year shall be declared or paid among the holders of the Common Stock then outstanding in proportion to the number of shares of Common Stock held by each such holder. Dividends may be paid on the Common Stock when, as and if declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and to **Section 6** below.

(c) Non-Cash Distributions. Whenever a Distribution provided for in this **Section 2** shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the holders of Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis.

3. Liquidation Rights.

(a) Liquidation Preference.

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, or Common Stock by reason of their ownership of such stock, an amount per share for each share of Series C-1 Preferred Stock or Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable, and (ii) all declared but unpaid dividends (if any) on such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(i)**, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C Preferred Stock and the holders of the Series C-1 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(i)**.

(ii) After payment of the Liquidation Preference specified for the Series C Preferred Stock and Series C-1 Preferred Stock to the holders of the Series C Preferred Stock and Series C-1 Preferred Stock pursuant to **Section 3(a)(i)**, the holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, with equal priority and on a pro rata basis, and prior and in preference to any Distribution of any of the remaining assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Series A Preferred Stock equal to the Liquidation Preference specified for such share of Series A Preferred Stock and for each share of Series B Preferred Stock the Liquidation Preference specified for such share of Series B Preferred Stock plus, in each case, all declared but unpaid dividends (if any) on such share of Series A Preferred Stock or Series B Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(ii)**, then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(ii)**, and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this **Section 3(a)(ii)** has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(ii)**.

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in **Section 3(a)** above, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Series C-1 Preferred Stock, the Series C Preferred Stock, the Series B Preferred Stock, and Common Stock in proportion to the number of shares of Common Stock held by them, with the shares of Series C-1 Preferred Stock, Series C Preferred Stock and Series B

Preferred Stock being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate (as defined below).

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (excluding any transaction or series of transactions between or among the Corporation and any wholly owned subsidiary or subsidiaries); or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), “trading day” shall mean any day which the exchange or system on which the securities to be distributed are traded is open and “closing prices” or “closing bid prices” shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. The holders of the Preferred Stock shall have conversion rights as follows (the “*Conversion Rights*”):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the “*Conversion Rate*” for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the “*Securities Act*”), covering the offer and sale of the Corporation’s Common Stock, provided that the offering price per share is not less than \$5.64 (as adjusted for Recapitalizations) (a “*Qualified IPO*”) or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an “*Automatic Conversion Event*”).

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation

from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "*Additional Shares of Common*" shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the

Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(4) shares of Common Stock issued in a Qualified IPO;

(5) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors, other financial institutions, or service providers pursuant to a debt financing or commercial transaction approved by the Board of Directors;

(7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board of Directors;

(9) shares of Common Stock issued or issuable to suppliers or service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board of Directors; and

(10) shares of Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Certificate of Incorporation by written consent of the holders of a majority of each series of Preferred Stock whose Conversion Price is higher than the price per share of such shares of Common Stock being issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities

which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to **Section 4(d)(v)**) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event that the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this **Subsection 4(d)(iv)**, all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) Determination of Consideration. For purposes of this **Section 4(d)**, the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts,

commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise)

into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to **Section 3** above ("**Liquidation Rights**"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this **Section 4**, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Notices of Record Date. In the event that the Corporation shall propose at any time:

(i) to declare any Distribution upon its Common Stock, whether in cash, property, stock or other securities, whether or not a regular cash dividend and whether or not out of earnings or earned surplus;

(ii) to effect any reclassification or recapitalization of its Common Stock outstanding involving a change in the Common Stock; or

(iii) to voluntarily liquidate or dissolve or to enter into any transaction deemed to be a liquidation, dissolution or winding up of the corporation pursuant to **Section 3(d)**;

then, in connection with each such event, the Corporation shall send to the holders of the Preferred Stock at least 10 days' prior written notice of the date on which a record shall be taken for

such Distribution (and specifying the date on which the holders of Common Stock shall be entitled thereto and, if applicable, the amount and character of such Distribution) or for determining rights to vote in respect of the matters referred to in (ii) and (iii) above.

Such written notice shall be given by first class mail (or express courier), postage prepaid, addressed to the holders of Preferred Stock at the address for each such holder as shown on the books of the Corporation and shall be deemed given on the date such notice is mailed.

The notice provisions set forth in this section may be shortened or waived prospectively or retrospectively by the vote or written consent of the holders of a majority of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis .

(k) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting.

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Other than as provided herein or required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. The directors shall be elected by a majority of the holders of Preferred Stock and Common Stock voting together as a single class on an as converted to Common Stock basis.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation (without any separate vote of the holders of the Common Stock).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

(g) California Section 2115. So long as Section 2115 of the California General Corporation Law purports to make Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law applicable to the Corporation, the Corporation's stockholders shall have the right to cumulate their votes in connection with the election of directors as provided by Section 708 subdivisions (a), (b) and (c) of the California General Corporation Law.

6. Reissuance of Preferred Stock. In the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by the Corporation.

7. Notices. Any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a

director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. The first Amended and Restated Certificate of Incorporation was duly adopted on June 24, 2004, the second Amended and Restated Certificate of Incorporation was duly adopted on December 15, 2004, the third Amended and Restated Certificate of Incorporation was duly adopted on February 2, 2006, the fourth Amended and Restated Certificate of Incorporation was duly adopted on October 12, 2006, and the fifth Amended and Restated Certificate of Incorporation was duly adopted on June 30, 2010, in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

C. This sixth Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

D. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on March 28, 2013.

/s/ Elizabeth Holmes
Elizabeth Holmes,
Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is nine hundred two million three hundred seventy-nine thousand one hundred twenty (902,379,120), consisting of seven hundred million (700,000,000) shares of Common Stock, \$0.0001 par value per share (the "**Common Stock**"), and two hundred two million three hundred seventy-nine thousand one hundred twenty (202,379,120) shares of Preferred Stock, \$0.0001 par value per share. The first series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of forty six million three hundred twenty thousand forty-five (46,320,045) shares. The second series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of fifty four million one hundred sixty-two thousand nine hundred sixty-five (54,162,965) shares. The third series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of fifty eight million eight hundred ninety-six thousand one hundred five (58,896,105) shares. The fourth series of Preferred Stock shall be designated "**Series C-1 Preferred Stock**" and shall consist of forty-three million five (43,000,005) shares. Additional series of Preferred Stock may be designated from time to time in accordance with the provisions set forth in this Article IV (the "**Additional Preferred Stock**").

Effective immediately upon the filing of this Amended and Restated Certificate of Incorporation (the "**Filing Date**") and without any further action on the part of the Corporation or any stockholder, each one (1) share of Common Stock that is issued and outstanding on the Filing Date shall be split and converted into five (5) shares of Common Stock and each one (1) share of Preferred Stock that is issued and outstanding as of the Filing Date shall be split and converted into five (5) shares of Preferred Stock, without increasing or decreasing the amount of stated capital or paid-in surplus of the Corporation (the "**Forward Stock Split**"). The Forward Stock Split shall be effected on a certificate-by-certificate basis, and any fractional shares shall be rounded down to the nearest whole share. On the Filing Date, each record holder of a certificate shall be deemed to be the holder of record of the shares of Common Stock or Preferred Stock, as the case may be, converted in the Forward Stock Split, notwithstanding that the certificates representing such shares of Common

Stock or Preferred Stock, as the case may be, shall not have been surrendered at the office of the Corporation. The Corporation shall, upon request of each record holder of a certificate, issue and deliver to such holder in exchange for such certificate a new certificate representing the increased number of shares. All references to numbers of shares and all per share amounts set forth in this Amended and Restated Certificate of Incorporation have been revised to reflect the Forward Stock Split, and, accordingly, no further adjustment pursuant to the terms of this Amended and Restated Certificate of Incorporation shall be made as a result of the Forward Stock Split.

The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized, by filing a certificate pursuant to the applicable law of the State of Delaware (each such certificate filed in accordance with the terms of this paragraph, as it may be amended from time to time, a "*Certificate of Designation*"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V

The terms and provisions of the Common Stock and Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "*Conversion Price*" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.18463 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock, and, with respect to any series of Additional Preferred Stock, the per share Conversion Price set forth in the Certificate of Designation for such series of Additional Preferred Stock (in each case of the foregoing, subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "*Convertible Securities*" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common Stock.

(c) "*Corporation*" shall mean Theranos, Inc.

(d) "*Distribution*" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Common Stock payable in Common Stock, or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation

or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the Board of Directors or by the holders of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis.

(e) “*Dividend Rate*” with respect to a series of Preferred Stock shall mean an annual rate, if any, with respect to such series of Preferred Stock as specified in a resolution or resolutions adopted by the Board of Directors. The Board of Directors shall provide written notice of the fixing of any such rate to all holders of Preferred Stock.

(f) “*Liquidation Preference*” shall mean \$0.15 per share for the Series A Preferred Stock, \$0.18463 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Liquidation Preference for such series of Additional Preferred Stock set forth in the Certificate of Designation for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(g) “*Options*” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(h) “*Original Issue Price*” shall mean \$0.15 per share for the Series A Preferred Stock, \$0.18463 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Original Issue Price set forth in the Certificate of Designation for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(i) “*Preferred Stock*” shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series C-1 Preferred Stock and the Additional Preferred Stock.

(j) “*Recapitalization*” shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock:

(a) Preferred Stock. In any calendar year, the holders of outstanding shares of Preferred Stock shall be entitled to receive dividends, when, as and if declared by the Board of Directors, out of any assets at the time legally available therefor, at the Dividend Rate specified for such shares of Preferred Stock payable in preference and priority to any declaration or payment of any Distribution on Common Stock of the Corporation in such calendar year. No Distributions shall be made with respect to the Common Stock until all declared dividends on the Preferred Stock have been paid or set aside for payment to the Preferred Stock holders. Payment of any dividends to the holders of the Preferred Stock shall be on a pro rata, pari passu basis in proportion to the Dividend Rates for each series of Preferred Stock. The right to receive dividends on shares of Preferred Stock

shall not be cumulative, and no right to such dividends shall accrue to holders of Preferred Stock by reason of the fact that dividends on said shares are not declared or paid in any calendar year.

(b) Additional Dividends. After the payment or setting aside for payment of the dividends described in **Section 2(a)**, any additional dividends (other than dividends on Common Stock payable solely in Common Stock) declared or paid in any fiscal year shall be declared or paid among the holders of the Common Stock then outstanding in proportion to the number of shares of Common Stock held by each such holder. Dividends may be paid on the Common Stock when, as and if declared by the Board of Directors, subject to the prior dividend rights of the Preferred Stock and to **Section 6** below.

(c) Non-Cash Distributions. Whenever a Distribution provided for in this **Section 2** shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors.

(d) Consent to Certain Distributions. As authorized by Section 402.5(c) of the California Corporations Code, if Section 502 or Section 503 of the California Corporations Code is applicable to a payment made by the Corporation then such applicable section or sections shall not apply if such payment is a payment made by the Corporation in connection with (i) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, and (iii) any other repurchase or redemption of capital stock of the Corporation approved by the Board of Directors or by the holders of Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis.

3. Liquidation Rights. Except, with respect to any series of Additional Preferred Stock, as otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock:

(a) Liquidation Preference. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of any other series of Preferred Stock with respect to payments upon liquidation:

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, or Common Stock by reason of their ownership of such stock, an amount per share for each share of Series C-1 Preferred Stock or Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable, and (ii) all declared but unpaid dividends (if any) on such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Preferred Stock are insufficient to permit the payment to such

holders of the full amounts specified in this **Section 3(a)(i)** or in any applicable Certificate of Designation with respect to Additional Preferred Stock, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C Preferred Stock and the holders of the Series C-1 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(i)** and the applicable provisions of any applicable Certificate of Designation with respect to Additional Preferred Stock.

(ii) After payment of the Liquidation Preference specified for the Series C Preferred Stock and Series C-1 Preferred Stock to the holders of the Series C Preferred Stock and Series C-1 Preferred Stock pursuant to **Section 3(a)(i)** and specified for any Additional Preferred Stock ranking senior to such series as to liquidation, dissolution or winding up in the applicable Certificate of Designation for such series, the holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, with equal priority and on a pro rata basis, and prior and in preference to any Distribution of any of the remaining assets of the Corporation to the holders of the Common Stock by reason of their ownership of such stock, an amount per share for each share of Series A Preferred Stock equal to the Liquidation Preference specified for such share of Series A Preferred Stock and for each share of Series B Preferred Stock the Liquidation Preference specified for such share of Series B Preferred Stock plus, in each case, all declared but unpaid dividends (if any) on such share of Series A Preferred Stock or Series B Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(ii)**, then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(ii)**, and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this **Section 3(a)(ii)** has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(ii)**.

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in **Section 3(a)** above and as may be specified in one or more Certificates of Designation with respect to one or more series of Additional Preferred Stock, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Preferred Stock (excluding shares of Series A Preferred Stock) and Common Stock in proportion to the number of shares of Common Stock held by them, with such shares of Preferred Stock (excluding for the avoidance of doubt shares of Series A Preferred Stock) being treated for this purpose as if they had been converted to shares of Common Stock at the then applicable Conversion Rate (as defined below).

(c) Shares not Treated as Both Preferred Stock and Common Stock in any Distribution. Shares of Preferred Stock shall not be entitled to be converted into shares of Common Stock in order to participate in any Distribution, or series of Distributions, as shares of Common Stock, without first foregoing participation in the Distribution, or series of Distributions, as shares of Preferred Stock.

(d) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (excluding any transaction or series of transactions between or among the Corporation and any wholly owned subsidiary or subsidiaries); or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board of Directors, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange or the Nasdaq Stock Market (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "*trading day*" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "*closing prices*" or "*closing bid prices*" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the American Stock Exchange or Nasdaq, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. Except, with respect to any series of Additional Preferred Stock, as otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock, the holders of the Preferred Stock shall have conversion rights as follows (the "**Conversion Rights**"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, nonassessable shares of Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "**Conversion Rate**" for each such series.) Upon any decrease or increase in the Conversion Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased.

(b) Automatic Conversion. Each share of Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "**Securities Act**"), covering the offer and sale of the Corporation's Common Stock, provided that the offering price per share is not less than \$1.128 (as adjusted for Recapitalizations) (a "**Qualified IPO**") or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the Common and Preferred Stock of the Corporation voting together as a single class on an as-converted basis, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "**Automatic Conversion Event**").

(c) Mechanics of Conversion. No fractional shares of Common Stock shall be issued upon conversion of Preferred Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Common Stock as determined by the Board of Directors. For such purpose, all shares of Preferred Stock held by each holder of Preferred Stock shall be aggregated, and any resulting fractional share of Common Stock shall be paid in cash. Before any holder of Preferred Stock shall be entitled to convert the same into full shares of Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that on the date of an Automatic Conversion Event, the outstanding shares of Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such Automatic Conversion Event unless either the certificates evidencing such shares of Preferred Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such

certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Conversion Event, each holder of record of shares of Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of Preferred Stock, or that the certificates evidencing such shares of Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock, a certificate or certificates for the number of shares of Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "*Additional Shares of Common*" shall mean all shares of Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Common Stock issued or issuable to officers, directors and employees of, or consultants to, the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the Board of Directors, or upon exercise of options or warrants granted to such parties pursuant to any such plan or arrangement;

(2) shares of Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the date of the filing of this Amended and Restated Certificate of Incorporation;

(3) shares of Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(4) shares of Common Stock issued in a Qualified IPO;

(5) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board of Directors;

(6) shares of Common Stock issued or issuable to banks, equipment lessors, other financial institutions, or service providers pursuant to a debt financing or commercial transaction approved by the Board of Directors;

(7) shares of Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board of Directors;

(8) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board of Directors;

(9) shares of Common Stock issued or issuable to suppliers or service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board of Directors; and

(10) shares of Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Certificate of Incorporation by written consent of the holders of a majority of each series of Preferred Stock whose Conversion Price is higher than the price per share of such shares of Common Stock being issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such

Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), 4(f) and 4(g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each Series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Common Stock, the only Additional Shares of Common issued were the shares of Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been

received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event that the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Conversion Price, and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this Subsection 4(d)(iv), all shares of Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) Determination of Consideration. For purposes of this Section 4(d), the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board of Directors; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which

covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board of Directors.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Common Stock. In the event the outstanding shares of Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Common Stock, the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Common Stock, the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Dividend Rate, Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Dividend Rate, Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("Liquidation Rights"), if the Common Stock issuable upon conversion of the Preferred Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a

subdivision or combination of shares provided for above), then, in any such event, in lieu of the number of shares of Common Stock which the holders would otherwise have been entitled to receive each holder of such Preferred Stock shall have the right thereafter to convert such shares of Preferred Stock into a number of shares of such other class or classes of stock which a holder of the number of shares of Common Stock deliverable upon conversion of such series of Preferred Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting. Except, with respect to any series of Additional Preferred Stock, as otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock:

(a) Restricted Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Preferred Stock and the holders of Common Stock shall vote together and not as separate classes.

(b) No Series Voting. There shall be no series voting.

(c) Preferred Stock. Each holder of Preferred Stock shall be entitled to the number of votes equal to the number of shares of Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. The holders of shares of the Preferred Stock shall be entitled to vote on all matters on which the Common Stock shall be entitled to vote. Holders

of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(d) Election of Directors. The directors shall be elected by a majority of the holders of Preferred Stock and Common Stock voting together as a single class on an as converted to Common Stock basis.

(e) Adjustment in Authorized Common Stock. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares of Common Stock then outstanding) by an affirmative vote of the holders of a majority of the stock of the Corporation (without any separate vote of the holders of the Common Stock).

(f) Common Stock. Each holder of shares of Common Stock shall be entitled to one vote for each share thereof held.

6. Reissuance of Preferred Stock. Except, with respect to any series of Additional Preferred Stock, as otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock, in the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by the Corporation.

7. Mandatory Redemption. The Common Stock and the Preferred Stock are subject to redemption, in whole or in part, by the Corporation at its option ("*Mandatory Redemption*"). Any stock redeemed under this section shall be redeemed for cash, property or rights, including securities of the Corporation or another entity, at a price or prices determined in good faith by the Board of Directors to be the fair market value of such stock, at such time or times, and with such adjustments, as shall be determined by the Board of Directors in its sole discretion.

8. Notices. Except, with respect to any series of Additional Preferred Stock, as otherwise expressly provided in a Certificate of Designation for such series of Additional Preferred Stock, any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws of the Corporation shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation. The fact that such power has been so conferred upon the Board of Directors shall not divest the majority of the stockholders of the Corporation of the power, nor limit the power of the stockholders to adopt, amend or repeal the Bylaws. In the event of conflict between a decision by the stockholders and the Board of Directors, the founder of the Corporation, Elizabeth Holmes, may stay the decision at hand for a period of up to thirty (30) days so as to reach a resolution.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

2. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:22 PM 01/13/2014
FILED 10:22 PM 01/13/2014
SRV 140042862 - 3789976 FILE


**CERTIFICATE OF CORRECTION OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Company"), in accordance with the provisions of Section 103 thereof, DOES HEREBY CERTIFY:

1. The name of the Company is Theranos, Inc.
2. An Amended and Restated Certificate of Incorporation of the Company was filed with the Secretary of State of the State of Delaware (the "Secretary of State") on March 28, 2013 (the "March 28, 2013 Certificate") and such Certificate requires correction as permitted by subsection (f) of Section 103 of the General Corporation Law of the State of Delaware.
3. The inaccuracy to be corrected is that the March 28, 2013 Certificate was filed at such time as it did not satisfy all of the requirements for amendment and restatement of the Company's Certificate of Incorporation then in effect.
4. The March 28, 2013 Certificate is therefore withdrawn, null and void and of no force and effect.

IN WITNESS WHEREOF, the Company has caused this Certificate of Correction to be executed as of the 13th day of January, 2014.

THERANOS, INC.

By: 
Name: Elizabeth Holmes
Title: Chief Executive Officer

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

C. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on January 14, 2014.

/s/ Elizabeth Holmes
Elizabeth Holmes,
Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is one billion two hundred million six hundred fifty-eight thousand fifty-five (1,200,658,055), consisting of seven hundred twenty-five million (725,000,000) shares of Class A Common Stock, \$0.0001 par value per share (the "**Class A Common Stock**"), two hundred fifty million six hundred fifty-eight thousand fifty-five (250,658,055) shares of Class B Common Stock, \$0.0001 par value per share (the "**Class B Common Stock**"), and two hundred twenty-five million (225,000,000) shares of Preferred Stock, \$0.0001 par value per share. The first series of Preferred Stock shall be designated "**Series A Preferred Stock**" and shall consist of forty-six million three hundred twenty thousand forty-five (46,320,045) shares. The second series of Preferred Stock shall be designated "**Series B Preferred Stock**" and shall consist of fifty-four million one hundred sixty-two thousand nine hundred sixty-five (54,162,965) shares. The third series of Preferred Stock shall be designated "**Series C Preferred Stock**" and shall consist of fifty-eight million eight hundred ninety-six thousand one hundred five (58,896,105) shares. The fourth series of Preferred Stock shall be designated "**Series C-1 Preferred Stock**" and shall consist of forty-three million five (43,000,005) shares. Additional series of Preferred Stock may be designated from time to time in accordance with the provisions set forth in this Article IV (the "**Additional Preferred Stock**").

Effective immediately upon the filing of this Amended and Restated Certificate of Incorporation (the "**Filing Date**") and without any further action on the part of the Corporation or any stockholder, each one (1) share of Common Stock, \$0.0001 par value per share of the Corporation ("**Common Stock**") that is issued and outstanding on the Filing Date shall be split and reclassified into five (5) shares of Class A Common Stock and each one (1) share of Preferred Stock that is issued and outstanding on the Filing Date shall be split into five (5) shares of Preferred Stock of the same series, without increasing or decreasing the amount of stated capital or paid-in surplus of the Corporation (the "**Forward Split and Reclassification**"). The Forward Split and Reclassification shall be effected on a certificate-by-certificate basis, and any fractional shares shall be rounded down

Theranos - Amended and Restated Certificate of Incorporation (Dual Class)_ (palib2_6493603_18) -1-

to the nearest whole share. On the Filing Date, each record holder of a certificate shall be deemed to be the holder of record of the shares of Class A Common Stock or Preferred Stock as the case may be, converted and reclassified in the Forward Split and Reclassification, notwithstanding that the certificates representing shares of Common Stock or Preferred Stock, as the case may be, shall not have been surrendered at the office of the Corporation. The Corporation shall, upon request of each record holder of a certificate, issue and deliver to such holder in exchange for such certificate a new certificate representing the increased number of shares, and in the case of holders of Common Stock, the new Class A Common Stock. All references to numbers of shares and all per share amounts set forth in this Amended and Restated Certificate of Incorporation have been revised to reflect the Forward Split and Reclassification, and, accordingly, no further adjustment pursuant to the terms of this Amended and Restated Certificate of Incorporation shall be made as a result of the Forward Split and Reclassification.

The shares of Preferred Stock may be issued from time to time in one or more series. The Corporation's Board of Directors (the "**Board**") is authorized, by filing a certificate pursuant to the applicable law of the State of Delaware (each such certificate filed in accordance with the terms of this paragraph, as it may be amended from time to time, a "**Certificate of Designation**"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V

The terms and provisions of the Class A Common Stock, Class B Common Stock and Preferred Stock are as follows:

1. Definitions. For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Conversion Price**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Conversion Price set forth in the Certificate of Designation or an amendment to the Certificate of Incorporation (the "**Certificate of Amendment**") for such series of Additional Preferred Stock (in each case of the foregoing, subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Class A Common Stock.

(c) "**Corporation**" shall mean Theranos, Inc.

(d) "**Distribution**" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Class A Common Stock payable in Class A Common Stock or dividends on Class B Common Stock payable in Class B Common Stock or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) any redemption pursuant to Section 7 below, and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the Board or by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(e) "**Liquidation Preference**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Liquidation Preference for such series of Additional Preferred Stock set forth in the Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Class A Common Stock or Convertible Securities.

(g) "**Original Issue Price**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Original Issue Price set forth in the Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(h) "**Preferred Stock**" shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series C-1 Preferred Stock and the Additional Preferred Stock, if any.

(i) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. **Dividends.** Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, the holders of the outstanding shares of the capital

stock of the Corporation shall be entitled to receive dividends when, as and if declared by the Board out of any assets at the time legally available therefor:

(a) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board.

(b) Stock Dividends. In the event a dividend or distribution is paid in the form of capital stock of the Corporation (or rights to acquire capital stock of the Corporation), the holders of the Class A Common Stock and the holders of Class B Common Stock shall be entitled to share equally, identically and ratably, on a per share basis, in such dividends and other distributions of shares of capital stock of the Corporation (or rights to acquire capital stock of the Corporation) as may be declared by the Board from time to time; provided, however, that in the event that such dividend or distribution is paid in the form of shares of Class A Common Stock or Class B Common Stock (or rights to acquire Class A Common Stock or Class B Common Stock), the holders of Class A Common Stock shall receive Class A Common Stock or rights to acquire Class A Common Stock, as the case may be, and the holders of Class B Common Stock shall receive Class B Common Stock or rights to acquire Class B Common Stock, as the case may be.

(c) Consent to Certain Distributions. If Section 500 of the California Corporations Code is applicable to a distribution made by the Corporation to holders of Class A Common Stock or Class B Common Stock, then such section shall not apply, without regard to the "preferential dividends arrears amount" or any "preferential rights amount" (as such terms may be defined in Section 500(b) of the California General Corporation Law), if such distribution constitutes a distribution made by the Corporation in connection with (i) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) any redemption pursuant to Section 7 below, and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the Board or by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting as a single class.

3. Liquidation Rights. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock:

(a) Liquidation Preference. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of any other series of Preferred Stock with respect to payments upon liquidation:

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment of the Liquidation Preference specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or Class B Common Stock by reason of their ownership of such stock, an amount per share for each share of Series C-1 Preferred Stock or Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable, and (ii) all declared but unpaid dividends (if any) on such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(i)**, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C Preferred Stock and the holders of the Series C-1 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(i)**.

(ii) After payment of the Liquidation Preference specified for the Series C Preferred Stock and Series C-1 Preferred Stock to the holders of the Series C Preferred Stock and Series C-1 Preferred Stock pursuant to **Section 3(a)(i)** and specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, and prior and in preference to any Distribution of any of the assets of the Corporation to the holders of Class A Common Stock and Class B Common Stock by reason of their ownership of such stock, an amount per share for each share of Series A Preferred Stock equal to the Liquidation Preference specified for such share of Series A Preferred Stock and for each share of Series B Preferred Stock the Liquidation Preference specified for such share of Series B Preferred Stock plus, in each case, all declared but unpaid dividends (if any) on such share of Series A Preferred Stock or Series B Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(ii)**, then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the

Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii), and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this Section 3(a)(ii) has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii).

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a) above and as may be specified in one or more Certificates of Designation or Certificate of Amendment with respect to one or more series of Additional Preferred Stock, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Preferred Stock, Class A Common Stock and Class B Common Stock in proportion to the total number of shares of Class A Common Stock and Class B Common Stock then held by them, with such shares of Preferred Stock being treated for this purpose as if they had been converted to shares of Class A Common Stock at the then applicable Conversion Rate (as defined below).

(c) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation (a "Reorganization") shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving or resulting entity or the entity that controls such surviving or resulting entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation, such surviving or resulting entity or the entity that controls such surviving or resulting entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (excluding any transaction or series of transactions between or among the Corporation and any wholly owned subsidiary or subsidiaries); or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(d) Equal Treatment of Common Stock in a Reorganization. In connection with any Reorganization, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any consideration into which such shares are converted or any consideration paid or otherwise distributed to stockholders of the Corporation, unless different treatment of the shares of each such series is approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an

as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "*trading day*" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "*closing prices*" or "*closing bid prices*" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange or the Nasdaq Stock Market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, the holders of the Preferred Stock and Class B Common Stock shall have conversion rights as follows (the "*Conversion Rights*"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, non-assessable shares of Class A Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Class A Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "*Conversion Rate*" for each such series.) Upon any decrease or increase in the Conversion

Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased. Each share of Class B Common Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Class B Common Stock, into one (1) share of Class A Common Stock.

(b) Automatic Conversion. Each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Class A Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "Securities Act"), covering the offer and sale of the Corporation's Class A Common Stock, provided that the offering price per share is not less than \$1.128 (as adjusted for Recapitalizations) (a "Qualified IPO") or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "Automatic Preferred Conversion Event"). Each share of Class B Common Stock shall automatically be converted into one (1) fully-paid, non-assessable share of Class A Common Stock upon the date specified by affirmative vote of the holders of at least 66 2/3% of the outstanding shares of Class B Common Stock, voting as a separate class (an "Automatic Class B Conversion Event").

(c) Mechanics of Conversion. No fractional shares of Class A Common Stock shall be issued upon conversion of Preferred Stock and/or Class B Common Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Class A Common Stock as determined by the Board. For such purpose, all shares of Preferred Stock and/or Class B Common Stock held by each holder of Preferred Stock and/or Class B Common Stock shall be aggregated, and any resulting fractional share of Class A Common Stock shall be paid in cash. Before any holder of Preferred Stock and/or Class B Common Stock shall be entitled to convert the same into full shares of Class A Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that (i) on the date of an Automatic Preferred Conversion Event, the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent and (ii) on the date of an Automatic Class B Conversion Event, the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such

shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such Automatic Preferred Conversion Event or Automatic Class B Conversion Event unless either the certificates evidencing such shares of Preferred Stock or Class B Common Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Preferred Conversion Event, each holder of record of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock, and on the date of the occurrence of an Automatic Class B Conversion Event, each holder of record of shares of Class B Common Stock, shall be deemed to be the holder of record of the Class A Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock or Class B Common Stock, as applicable, shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of such Preferred Stock or Class B Common Stock, as applicable, or that the certificates evidencing such shares of Class A Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock or Class B Common Stock, as applicable, a certificate or certificates for the number of shares of Class A Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Class A Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock or Class B Common Stock, as applicable. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of such shares of Preferred Stock or Class B Common Stock, as applicable, to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Class A Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "*Additional Shares of Common*" shall mean all shares of Class A Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Class A Common Stock upon the conversion of the Preferred Stock or Class B Common Stock;

(2) shares of Class A Common Stock issued or issuable to officers, directors and employees of, or consultants or advisors to, the Corporation or any subsidiary of the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the Board, or upon exercise of options, warrants or other rights to purchase Class A Common Stock granted to such parties pursuant to any such plan or arrangement;

(3) shares of Class A Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the Filing Date;

(4) shares of Class A Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(5) shares of Class A Common Stock issued in a Qualified IPO;

(6) shares of Class A Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board;

(7) shares of Class A Common Stock issued or issuable to banks, equipment lessors, real property lessors, commercial financial institutions, other comparable persons engaged in the business of making loans pursuant to a debt financing, or service providers pursuant to a debt financing or commercial transaction approved by the Board;

(8) shares of Class A Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board;

(9) shares of Class A Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board;

(10) shares of Class A Common Stock issued or issuable to suppliers or service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board; and

(11) shares of Class A Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Amended and Restated Certificate of Incorporation by written consent of the holders of a majority of the outstanding shares of each series of Preferred Stock whose Conversion Price is higher than the price per share of such shares of Class A Common Stock being issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Filing Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Class A Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue of the Options and/or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Class A Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Class A Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), (f) and (g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Class A Common Stock, the only Additional Shares of Common issued were the shares of Class A Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event that the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would

purchase at such Conversion Price, and the denominator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this **Subsection 4(d)(iv)**, all shares of Class A Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) Determination of Consideration. For purposes of this **Section 4(d)**, the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) Cash and Property. Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board.

(2) Options and Convertible Securities. The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Class A Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Class A Common Stock. In the event the outstanding shares of Class A Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Class A Common Stock, (i) the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased and (ii) unless otherwise approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, the outstanding shares of the Class B Common Stock will be subdivided in the same proportion and manner. In the event the outstanding shares of Class A Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Class A Common Stock, (i) the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased and (ii) unless otherwise approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, the outstanding shares of the Class B Common Stock will be combined in the same proportion and manner. If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such series will be subdivided or combined in the same proportion and manner, unless different treatment of the shares of the other such series is approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("*Liquidation Rights*"), if the Class A Common Stock issuable upon conversion of the Preferred Stock and the Class B Common Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above),

then, in any such event, in lieu of the number of shares of Class A Common Stock which the holders would otherwise have been entitled to receive, each holder of such Preferred Stock and each holder of Class B Common Stock shall have the right thereafter to convert such shares of Preferred Stock and Class B Common Stock, into a number of shares of such other class or classes of stock which a holder of the number of shares of Class A Common Stock deliverable upon conversion of such series of Preferred Stock or upon conversion of such Class B Common Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Class A Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock and Class B Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and the Class B Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and the Class B Common Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting. Except with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock:

(a) Restricted Class Voting. Except as required by law, the holders of the Preferred Stock, the holders of the Class A Common Stock and the holders of the Class B Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Except as otherwise expressly provided herein or as required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. Each holder of any Additional Preferred Stock shall be entitled to the number of votes (if any) provided for in a Certificate of Designation or Certificate of Amendment authorizing such series of Additional Preferred Stock. The holders of shares of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock shall be entitled to vote on all matters on which the Class A Common Stock shall be entitled to vote. Each holder of Additional Preferred Stock shall be entitled to vote on matters to the extent provided for in the Certificate of Designation or Certificate of Amendment authorizing such series of Additional Preferred Stock. If the Certificate of Designation or Certificate of Amendment is silent, then such series of Additional Preferred Stock shall be entitled to vote on all matters on which the Class A Common Stock shall be entitled to vote.

(d) Class A Common Stock. As long as any shares of the Class A Common Stock remain outstanding, the holders of the shares of Class A Common Stock shall be entitled to one (1) vote for each share thereof held.

(e) Class B Common Stock. As long as any shares of the Class B Common Stock remain outstanding, the holders of the shares of Class B Common Stock shall be entitled to one hundred (100) votes for each share thereof held.

Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(f) Election of Directors. Except as otherwise provided in the Amended and Restated Voting Agreement dated on or about the date hereof, as amended from time to time, the directors shall be elected by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class as of the record date.

(g) Increase or Decrease in Authorized Capital Stock. The number of authorized shares of Preferred Stock, Class A Common Stock or Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by an affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law (or any successor provision thereto), without a separate vote of the holders of the class or classes or series the number of authorized shares of which are being increased or decreased.

6. Reissuance of Preferred Stock. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, in the event that any shares of Preferred Stock shall be converted pursuant to Section 4 or Section 9(a) or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by the Corporation.

7. Mandatory Redemption.

(a) The Corporation may, at any time and from time to time, at its option, redeem (for cash, property or rights, including securities of the Corporation or another entity) any or all of the shares of Class A Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and/or the Series C-1 Preferred Stock of the Corporation, out of funds legally available therefor, subject to the notice provisions provided in subsection (b) below and at a price per share as determined in good faith by the Board to be the fair market value of each share ("*Mandatory Redemption*"). For the avoidance of doubt, any redemption pursuant to this Section 7 is not required to be conducted on a pro rata basis as among any classes, series or holders. The Corporation may not redeem shares of the Class B Common Stock.

(b) If the Corporation exercises its right to redeem shares of stock of the Corporation pursuant to this Section 7, it shall fix a date for redemption, and it shall mail a notice of such redemption at least seven (7) days and not more than thirty (30) days prior to the date fixed for redemption to the holders of shares of stock of the Corporation to be so redeemed at their last addresses as the same appear on the books and records of the Corporation. Failure to give such notice by mail or any defect in notice to the holder of any share of stock of the Corporation designated for redemption shall not affect the validity of the proceedings for the redemption of any other share of stock of the Corporation. In addition to any information required by law, each notice of redemption shall specify the following: (i) the number of shares of stock of the Corporation to be redeemed; (ii) the date fixed for redemption; and (iii) the redemption price at which such shares are to be redeemed. If notice of redemption has been given as above provided, on and after the date fixed for redemption (unless the Corporation shall default in the payment of the redemption price), such shares shall be deemed no longer outstanding and the holders thereof shall have no right in respect of such shares except the right to receive the redemption price thereof, without interest thereon.

(c) All certificates evidencing any securities of the Corporation, other than shares of Class B Common Stock, shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER."

8. Notices. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

9. Rights of Class B Common Stock.

(a) Upon the death or permanent incapacity of a holder of shares of Class B Common Stock or upon any purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock to any Person other than its original holder, each such share of Class B Common Stock shall be automatically converted into a share of Class A Common Stock effective immediately, unless (i) the purported sale, pledge, transfer, assignment or disposition of such shares was approved by the Board, (ii) the purported sale, pledge, transfer, assignment or disposition of such shares was made during the lifetime of the holder of such shares to an entity that is controlled by such holder, or (iii) upon the death or permanent incapacity of the holder of such shares, such shares were transferred as previously directed in a writing executed by the holder of such shares. A pledge of shares of Class B Common Stock, prior to default thereunder, which does not grant to the pledgee the power to vote or direct the vote of the pledged shares or the power to dispose or direct the disposition of the pledged shares prior to a default, without any foreclosure or transfer of ownership, shall not trigger the conversion of such shares of Class B Common Stock. The mechanics of such conversion shall be as provided in Section 4(e) of this ARTICLE V.

(b) Except for (i) the issuance of Class B Common Stock in exchange for outstanding shares of Class A Common Stock pursuant to that certain exchange agreement entered into by and between the Corporation and the counterparty thereto on the Filing Date, (ii) the payment of Class B Common Stock as dividends in accordance with the terms of this Amended and Restated Certificate of Incorporation or (iii) the granting of Class B Common Stock through any split or subdivision of the Class B Common Stock, the Corporation shall not at any time issue any additional shares of Class B Common Stock, unless such issuance is approved by the affirmative vote of the holders of a majority of the then outstanding shares of Class B Common Stock, voting as a separate class.

10. Other Rights of Stockholders.

(a) In addition to any other vote required by law or this Amended and Restated Certificate of Incorporation, or irrespective of whether any other stockholder vote is otherwise required, as long as any shares of Class B Common Stock remain outstanding and only to the extent not otherwise authorized by the Board (including the affirmative approval of a member of the Board that is also a holder of the Class B Common Stock), the prior written consent (or affirmative vote) of the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, shall be required to authorize the Corporation (or to authorize or permit any subsidiary of the Corporation) to:

(i) directly or indirectly acquire Stock, Stock Equivalents, or assets (including, without limitation, any business or operating unit) of any Person, in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by the Corporation) paid or delivered by the Corporation in excess of \$25,000,000 (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business);

(ii) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of the assets of the Corporation (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of the respective assets (including Stock and Stock Equivalents or through transactions involving hybrid securities), in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by any other Person and debt of any entity acquired by such other Person) paid to or received by the Corporation in excess of \$25,000,000 (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business);

(iii) directly or indirectly create, incur, assume, guarantee, or otherwise be or become liable with respect to debt (including debt of any entity acquired by the Corporation, whether or not such debt is expressly assumed or guaranteed by the Corporation) in excess of \$25,000,000 outstanding at any one time;

(iv) effect any material change in the nature of the Corporation's business;

(v) create any subsidiary that is not wholly owned, directly or indirectly, by the Corporation;

(vi) issue any Stock or any Stock Equivalents, except the (A) issuance of shares of Class A Common Stock upon (x) conversion of shares of Preferred Stock or Class B Common Stock pursuant to and in accordance with the provisions of this Amended and Restated Certificate of Incorporation or (y) exercise of any Stock Equivalents or (B) grant of Stock or Stock Equivalents pursuant to a stock option plan approved by the Board;

(vii) by action of the Board, delegate any power or authority to a committee of the Board;

(viii) dissolve, liquidate, or wind-up the business and affairs of the Corporation; or

(ix) file a Certificate of Designations.

(b) For purposes of this Section 10 of Article V:

(i) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

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(i) directly or indirectly acquire Stock, Stock Equivalents, or assets (including, without limitation, any business or operating unit) of any Person, in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by the Corporation) paid or delivered by the Corporation in excess of \$25,000,000 (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business);

(ii) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of the assets of the Corporation (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of the respective assets (including Stock and Stock Equivalents or through transactions involving hybrid securities), in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by any other Person and debt of any entity acquired by such other Person) paid to or received by the Corporation in excess of \$25,000,000 (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business);

(iii) directly or indirectly create, incur, assume, guarantee, or otherwise be or become liable with respect to debt (including debt of any entity acquired by the Corporation, whether or not such debt is expressly assumed or guaranteed by the Corporation) in excess of \$25,000,000 outstanding at any one time;

(iv) effect any material change in the nature of the Corporation's business;

(v) create any subsidiary that is not wholly owned, directly or indirectly, by the Corporation;

(vi) issue any Stock or any Stock Equivalents, except the (A) issuance of shares of Class A Common Stock upon (x) conversion of shares of Preferred Stock or Class B Common Stock pursuant to and in accordance with the provisions of this Amended and Restated Certificate of Incorporation or (y) exercise of any Stock Equivalents or (B) grant of Stock or Stock Equivalents pursuant to a stock option plan approved by the Board;

(vii) by action of the Board, delegate any power or authority to a committee of the Board;

(viii) dissolve, liquidate, or wind-up the business and affairs of the Corporation; or

(ix) file a Certificate of Designations.

(b) For purposes of this Section 10 of Article V:

(i) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

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(ii) "Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participants or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting; and

(iii) "Stock Equivalents" means all securities convertible into or exchange for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt.

(c) Except as otherwise expressly provided herein, including, without limitation, with respect to dividends and distributions pursuant to Section 2 above, subdivisions or combinations pursuant to Section 4(e) above, treatment in a Reorganization pursuant to Section 3(d) above or as otherwise required by applicable law, shares of Class A Common Stock and Class B Common Stock shall have the same rights, preferences and privileges and rank equally, share ratably and be identical in all respects as to all matters.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board shall be designated in the Bylaws.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws. The fact that such power has been so conferred upon the Board shall not divest the stockholders of the Corporation of the power, nor limit the power of the stockholders to adopt, amend or repeal the Bylaws. In the event of conflict between a decision by the majority of the outstanding stockholders and the Board, as long as any shares of the Class B Common Stock remain outstanding, the holders of a majority of the then outstanding shares of the Class B Common Stock, voting as a separate class, may stay the decision at hand for a period of up to thirty (30) days so as to reach a resolution.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

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2. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

1. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

2. At all meetings of the Board, all of the directors must be present to establish a quorum for the transaction of business; provided, however, that, so long as any holder of Class B Common Stock is a member of the Board, if at least one director that is also a holder of Class B Common Stock is present at a meeting of the Board, a majority of the total number of directors must be present to establish a quorum. If any holder of Class B Common Stock is a member of the Board and has been appointed by the Board to a committee of the Board, the following shall be necessary to establish a quorum of such committee: (1) the presence of at least one director that is a member of such committee and also a holder of Class B Common Stock and (2) a majority of the total number of the members of such committee.

ARTICLE XII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII

Except as conferred by statute or as authorized by resolution of the Board, the Board from time to time shall determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account, book, or document of the Corporation.

ARTICLE XIV

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force or as may be added or inserted, in the manner now and hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article XIV.

ThERANOS, INC.
CERTIFICATE OF DESIGNATION OF
SERIES C-2 PREFERRED STOCK

(Pursuant to Delaware General Corporation Law, Section 151(g))

Theranos, Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows:

The Executive Committee (the "Executive Committee") of the Board of Directors (the "Board") of the Corporation on February 7, 2014, in accordance with Sections 141(c)(2) and 151(g) of the Delaware General Corporation Law and the Amended and Restated Certificate of Incorporation of the Corporation (as it may be amended from time to time, the "Certificate"), and pursuant to the authority delegated by the Board to the Executive Committee, duly adopted the following resolutions establishing a series of eleven million seven hundred sixty-four thousand seven hundred six (11,764,706) shares of the Corporation's Preferred Stock, \$0.0001 par value per share, to be designated as its Series C-2 Preferred Stock:

"RESOLVED, that the Executive Committee hereby establishes a series of Series C-2 Preferred Stock of the Corporation and hereby states the number of shares, and fixes the powers, designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, of such series of shares, as follows. Capitalized terms not defined herein shall have the meanings set forth in the Certificate.

1. Designations and Amounts. Eleven million seven hundred sixty-four thousand seven hundred six (11,764,706) shares of the Preferred Stock of the Corporation, \$0.0001 par value per share, shall constitute a series of Preferred Stock designated as "Series C-2 Preferred Stock" (the "Series C-2 Preferred Stock").

2. Liquidation Rights. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to payments upon liquidation, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment of the Liquidation Preference specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series C-2 Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or Class B Common Stock by reason of their ownership of such stock, but pari passu with the holders of the Series C Preferred Stock and the Series C-1 Preferred Stock, an amount per share for each share of Series C-2 Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C-2 Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Series C-2 Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series C-2 Preferred Stock, Series C-1 Preferred Stock and the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 2, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C-2 Preferred Stock, the Series C-1 Preferred Stock and the Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 2 and Section 3(a)(i) of Article V of the Certificate. The Liquidation Preference shall be

\$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

3. Conversion Price and Original Issue Price. The Conversion Price shall be \$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth in the Certificate). The Original Issue Price shall be \$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

4. Remaining Assets. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to payments upon liquidation, the holders of Series C-2 Preferred Stock shall be entitled to any payments in respect of remaining assets, if any, as set forth and in accordance with Section 3(b) of Article V of the Certificate.

5. Voting Rights. Except as required by law, the holders of Series C-2 Preferred Stock shall vote together with the holders of other series of Preferred Stock, the holders of the Class A Common Stock and the holders of the Class B Common Stock, and not as separate classes. Except as required by law, there shall be no series voting for holders of Series C-2 Preferred Stock. Each holder of Series C-2 Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which the shares of Series C-2 Preferred Stock held by such holder could be converted as of the record date. Each holder of Series C-2 Preferred Stock shall be entitled to vote on all matters on which the holders of Class A Common Stock shall be entitled to vote.

6. Mandatory Redemption.

(a) The Corporation may, at any time and from time to time, at its option, redeem (for cash, property or rights, including securities of the Corporation or another entity) any or all of the shares of the Series C-2 Preferred Stock of the Corporation, out of funds legally available therefor, subject to the notice provisions provided in subsection (b) below and at a price per share as determined in good faith by the Board to be the fair market value of each share ("Mandatory Redemption"). For the avoidance of doubt, any redemption pursuant to this Section 6 is not required to be conducted on a pro rata basis as among any classes, series or holders.

(b) If the Corporation exercises its right to redeem shares of Series C-2 Preferred Stock of the Corporation pursuant to this Section 6, it shall fix a date for redemption, and it shall mail a notice of such redemption at least seven (7) days and not more than thirty (30) days prior to the date fixed for redemption to the holders of shares of Series C-2 Preferred Stock of the Corporation to be so redeemed at their last addresses as the same appear on the books and records of the Corporation. Failure to give such notice by mail or any defect in notice to the holder of any share of Series C-2 Preferred Stock of the Corporation designated for redemption shall not affect the validity of the proceedings for the redemption of any other share of stock of the Corporation. In addition to any information required by law, each notice of redemption shall specify the following: (i) the number of shares of Series C-2 Preferred Stock of the Corporation to be redeemed; (ii) the date fixed for redemption; and (iii) the redemption price at which such shares are to be redeemed. If notice of redemption has been given as above provided, on and after the date fixed for redemption (unless the Corporation shall default in the payment of the redemption price), such shares shall be deemed no longer outstanding and the holders thereof shall have no right in respect of such shares except the right to receive the redemption price thereof, without interest thereon.

(c) All certificates evidencing any shares of Series C-2 Preferred Stock of the Corporation shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER."

7. Other Rights, Preferences, Privileges and Restrictions. Except as set forth in this Certificate of Designation, and subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to any number of specified rights, the Series C-2 Preferred Stock shall have such other rights, preferences, privileges (including, without limitation, as to dividends and conversion rights) and restrictions conferred or imposed on the Series C-1 Preferred Stock by, and as set forth in, the Certificate, including, for the avoidance of doubt, in respect to the automatic conversion provisions of Section 4(b) of Article V of the Certificate.

RESOLVED FURTHER, that the officers of the Corporation be, and they hereby are, authorized and directed, for and in the name and on behalf of the Corporation, to prepare and file a Certificate of Designation of Series C-2 Preferred Stock in accordance with the foregoing resolution and the provisions of the Delaware General Corporation Law and to take such actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions."

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Designation to be executed by its duly authorized officer this 7th day of February, 2014.



Elizabeth Holmes
President and Chief Executive Officer

**CERTIFICATE OF INCREASE OF
SERIES C-2 PREFERRED STOCK OF
THERANOS, INC.**

(Pursuant to Delaware General Corporation Law, Section 151(g))

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify as follows:

FIRST: In the Theranos, Inc. Certificate of Designation of Series C-2 Preferred Stock filed with the Office of the Secretary of State of the State of Delaware on February 7, 2014, pursuant to Section 151 of the Delaware General Corporation Law, the Corporation was authorized to issue 11,764,706 shares of Series C-2 Preferred Stock as a series of the Corporation's authorized class of preferred stock.

SECOND: The board of directors of the Corporation, by resolution adopted January, 20, 2015, duly authorized and directed that the number of shares of Series C-2 Preferred Stock be increased from 11,764,706 shares to 58,823,530 shares.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Increase to be signed by its duly authorized officer this 6th day of March, 2015.



Name: Elizabeth Holmes
Title: President and Executive Officer

CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
THERANOS, INC.

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "*Corporation*"), does hereby certify as follows:

FIRST: The name of the Corporation is Theranos, Inc. The Corporation filed its original certificate of incorporation on April 13, 2004 under the name RealTime Cures, Inc.

SECOND: The Corporation filed an Amended and Restated Certificate of Incorporation (as amended, the "*Charter*") on January 14, 2014.

THIRD: This amendment to the Charter (the "*Amendment*") hereby deletes the first sentence of the first paragraph of Article IV of the Charter and replaces it with the following:

"The total number of shares of stock that the Corporation shall have authority to issue is 1,294,775,703, consisting of 772,058,824 shares of Class A Common Stock, \$0.0001 par value per share (the "*Class A Common Stock*"), 250,658,055 shares of Class B Common Stock, \$0.0001 par value per share (the "*Class B Common Stock*"), and 272,058,824 shares of Preferred Stock, \$0.0001 par value per share.

FOURTH: The Amendment has been duly adopted in accordance with Sections 242 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Amendment of Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer this 6th day of March, 2015.



Name: Elizabeth Holmes
Title: President and Executive Officer

THERANOS, INC.
CERTIFICATE OF DESIGNATION OF
SERIES C-3 PREFERRED STOCK

(Pursuant to Delaware General Corporation Law, Section 151(g))

Theranos, Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows:

The Executive Committee (the "Executive Committee") of the board of directors (the "Board") of the Corporation on September 19, 2015, in accordance with Sections 141(c)(2) and 151(g) of the Delaware General Corporation Law and the Amended and Restated Certificate of Incorporation of the Corporation (as it may be amended from time to time, the "Certificate"), and pursuant to the authority delegated by the Board to the Executive Committee, duly adopted the following resolutions establishing a series of ten million eight hundred fifty six thousand one hundred and seventy four (10,856,174) shares of the Corporation's Preferred Stock, \$0.0001 par value per share, to be designated as its Series C-3 Preferred Stock:

"RESOLVED, that the Executive Committee hereby establishes a series of Series C-3 Preferred Stock of the Corporation and hereby states the number of shares, and fixes the powers, designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, of such series of shares, as follows. Capitalized terms not defined herein shall have the meanings set forth in the Certificate.

1. Designations and Amounts. ten million eight hundred fifty six thousand one hundred and seventy four (10,856,174) shares of the Preferred Stock of the Corporation, \$0.0001 par value per share, shall constitute a series of Preferred Stock designated as "Series C-3 Preferred Stock" (the "Series C-3 Preferred Stock").

2. Liquidation Rights. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-3 Preferred Stock with respect to payments upon liquidation, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment of the Liquidation Preference specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series C-3 Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or Class B Common Stock by reason of their ownership of such stock, but *pari passu* with the holders of the Series C Preferred Stock, the Series C-1 Preferred Stock and the Series C-2 Preferred Stock, an amount per share for each share of Series C-3 Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C-3 Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Series C-3 Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series C-3 Preferred Stock, Series C-2 Preferred Stock,

Series C-1 Preferred Stock and the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 2**, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C-3 Preferred Stock, the Series C-2 Preferred Stock, the Series C-1 Preferred Stock and the Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 2** and Section 3(a)(i) of Article V of the Certificate. The Liquidation Preference shall be \$20.00 per share for the Series C-3 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

3. Conversion Price and Original Issue Price. The Conversion Price shall be \$20.00 per share for the Series C-3 Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth in the Certificate). The Original Issue Price shall be \$20.00 per share for the Series C-3 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

4. Remaining Assets. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-3 Preferred Stock with respect to payments upon liquidation, the holders of Series C-3 Preferred Stock shall be entitled to any payments in respect of remaining assets, if any; as set forth and in accordance with Section 3(b) of Article V of the Certificate.

5. Voting Rights. Except as required by law, the holders of Series C-3 Preferred Stock shall vote together with the holders of other series of Preferred Stock, the holders of the Class A Common Stock and the holders of the Class B Common Stock, and not as separate classes. Except as required by law, there shall be no series voting for holders of Series C-3 Preferred Stock. Each holder of Series C-3 Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which the shares of Series C-3 Preferred Stock held by such holder could be converted as of the record date. Each holder of Series C-3 Preferred Stock shall be entitled to vote on all matters on which the holders of Class A Common Stock shall be entitled to vote.

6. Mandatory Redemption.

(a) The Corporation may, at any time and from time to time, at its option, redeem (for cash, property or rights, including securities of the Corporation or another entity) any or all of the shares of the Series C-3 Preferred Stock of the Corporation, out of funds legally available therefor, subject to the notice provisions provided in subsection (b) below and at a price per share as determined in good faith by the Board to be the fair market value of each share ("Mandatory Redemption"). For the avoidance of doubt, any redemption pursuant to this **Section 6** is not required to be conducted on a pro rata basis as among any classes, series or holders.

(b) If the Corporation exercises its right to redeem shares of Series C-3 Preferred Stock of the Corporation pursuant to this **Section 6**, it shall fix a date for redemption, and it shall mail a notice of such redemption at least seven (7) days and not more than thirty (30) days prior to the date

fixed for redemption to the holders of shares of Series C-3 Preferred Stock of the Corporation to be so redeemed at their last addresses as the same appear on the books and records of the Corporation. Failure to give such notice by mail or any defect in notice to the holder of any share of Series C-3 Preferred Stock of the Corporation designated for redemption shall not affect the validity of the proceedings for the redemption of any other share of stock of the Corporation. In addition to any information required by law, each notice of redemption shall specify the following: (i) the number of shares of Series C-3 Preferred Stock of the Corporation to be redeemed; (ii) the date fixed for redemption; and (iii) the redemption price at which such shares are to be redeemed. If notice of redemption has been given as above provided, on and after the date fixed for redemption (unless the Corporation shall default in the payment of the redemption price), such shares shall be deemed no longer outstanding and the holders thereof shall have no right in respect of such shares except the right to receive the redemption price thereof, without interest thereon.

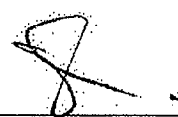
(c) All certificates evidencing any shares of Series C-3 Preferred Stock of the Corporation shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER’S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION, A COPY OF WHICH, MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE, ISSUER.”

7. Other Rights, Preferences, Privileges and Restrictions. Except as set forth in this Certificate of Designation, and subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-3 Preferred Stock with respect to any number of specified rights, the Series C-3 Preferred Stock shall have such other rights, preferences, privileges (including, without limitation, as to dividends and conversion rights) and restrictions conferred or imposed on the Series C-2 Preferred Stock and the Series C-1 Preferred Stock by, and as set forth in, the Certificate, including, for the avoidance of doubt, in respect to the automatic conversion provisions of Section 4(b) of Article V of the Certificate.

RESOLVED FURTHER, that the officers of the Corporation be, and they hereby are, authorized and directed, for and in the name and on behalf of the Corporation, to prepare and file a Certificate of Designation of Series C-3 Preferred Stock in accordance with the foregoing resolution and the provisions of the Delaware General Corporation Law and to take such actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions.”

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Designation to be executed by its duly authorized officer this 12th day of October, 2015.



Elizabeth Holmes
President and Chief Executive Officer

CRAVATH, SWAINE & MOORE LLP

Mosley Family Holdings
LLC Production

Volume II of III

July 29, 2016



theranos

**Confidential Investment Materials for
Daniel L. Mosley**

Theranos Confidential and Proprietary

- 1) penetrated assumed in 2010-11's
- 1st location in Palo Alto in 2012
 - now
 - PLS w/ Walgreens, ^{Full} 2013
 - now in 30 Walgreens.
 - 29 Arizona
 - 1 Palo Alto
 - Walgreens 11,000 stores in 10 countries
 - collaborating w/ 3 hospital groups.
 - as reference lab
 - "massive undertaking"

**Theranos Certificate
of Incorporation**

1

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "THERANOS, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF JANUARY, A.D. 2014, AT 10:20 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3789976 8100

140048897

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1062719

DATE: 01-15-14

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
THERANOS, INC.**

Theranos, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**"), certifies that:

A. The name of the Corporation is Theranos, Inc. The Corporation was originally incorporated under the name RealTime Cures, Inc. The Corporation's original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on April 13, 2004.

B. This Amended and Restated Certificate of Incorporation was duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware, and restates, integrates and further amends the provisions of the Corporation's Certificate of Incorporation.

C. The text of the Certificate of Incorporation is amended and restated to read as set forth in EXHIBIT A attached hereto.

IN WITNESS WHEREOF, Theranos, Inc. has caused this Amended and Restated Certificate of Incorporation to be signed by Elizabeth Holmes, a duly authorized officer of the Corporation, on January 14, 2014.

/s/ Elizabeth Holmes
Elizabeth Holmes,
Chief Executive Officer

EXHIBIT A

ARTICLE I

The name of the Corporation is Theranos, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE III

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801. The name of the registered agent at such address is The Corporation Trust Company.

ARTICLE IV

The total number of shares of stock that the Corporation shall have authority to issue is one billion two hundred million six hundred fifty-eight thousand fifty-five (1,200,658,055), consisting of seven hundred twenty-five million (725,000,000) shares of Class A Common Stock, \$0.0001 par value per share (the "***Class A Common Stock***"), two hundred fifty million six hundred fifty-eight thousand fifty-five (250,658,055) shares of Class B Common Stock, \$0.0001 par value per share (the "***Class B Common Stock***"), and two hundred twenty-five million (225,000,000) shares of Preferred Stock, \$0.0001 par value per share. The first series of Preferred Stock shall be designated "***Series A Preferred Stock***" and shall consist of forty-six million three hundred twenty thousand forty-five (46,320,045) shares. The second series of Preferred Stock shall be designated "***Series B Preferred Stock***" and shall consist of fifty-four million one hundred sixty-two thousand nine hundred sixty-five (54,162,965) shares. The third series of Preferred Stock shall be designated "***Series C Preferred Stock***" and shall consist of fifty-eight million eight hundred ninety-six thousand one hundred five (58,896,105) shares. The fourth series of Preferred Stock shall be designated "***Series C-1 Preferred Stock***" and shall consist of forty-three million five (43,000,005) shares. Additional series of Preferred Stock may be designated from time to time in accordance with the provisions set forth in this Article IV (the "***Additional Preferred Stock***").

Effective immediately upon the filing of this Amended and Restated Certificate of Incorporation (the "***Filing Date***") and without any further action on the part of the Corporation or any stockholder, each one (1) share of Common Stock, \$0.0001 par value per share of the Corporation ("***Common Stock***") that is issued and outstanding on the Filing Date shall be split and reclassified into five (5) shares of Class A Common Stock and each one (1) share of Preferred Stock that is issued and outstanding on the Filing Date shall be split into five (5) shares of Preferred Stock of the same series, without increasing or decreasing the amount of stated capital or paid-in surplus of the Corporation (the "***Forward Split and Reclassification***"). The Forward Split and Reclassification shall be effected on a certificate-by-certificate basis, and any fractional shares shall be rounded down

Theranos - Amended and Restated Certificate of Incorporation (Dual Class)_(palib2_6493603_18) -1-

to the nearest whole share. On the Filing Date, each record holder of a certificate shall be deemed to be the holder of record of the shares of Class A Common Stock or Preferred Stock as the case may be, converted and reclassified in the Forward Split and Reclassification, notwithstanding that the certificates representing shares of Common Stock or Preferred Stock, as the case may be, shall not have been surrendered at the office of the Corporation. The Corporation shall, upon request of each record holder of a certificate, issue and deliver to such holder in exchange for such certificate a new certificate representing the increased number of shares, and in the case of holders of Common Stock, the new Class A Common Stock. All references to numbers of shares and all per share amounts set forth in this Amended and Restated Certificate of Incorporation have been revised to reflect the Forward Split and Reclassification, and, accordingly, no further adjustment pursuant to the terms of this Amended and Restated Certificate of Incorporation shall be made as a result of the Forward Split and Reclassification.

The shares of Preferred Stock may be issued from time to time in one or more series. The Corporation's Board of Directors (the "**Board**") is authorized, by filing a certificate pursuant to the applicable law of the State of Delaware (each such certificate filed in accordance with the terms of this paragraph, as it may be amended from time to time, a "**Certificate of Designation**"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof, including but not limited to the fixing or alteration of the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, and the liquidation preferences of any wholly unissued series of shares of Preferred Stock; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE V

The terms and provisions of the Class A Common Stock, Class B Common Stock and Preferred Stock are as follows:

1. **Definitions.** For purposes of this ARTICLE V, the following definitions shall apply:

(a) "**Conversion Price**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Conversion Price set forth in the Certificate of Designation or an amendment to the Certificate of Incorporation (the "**Certificate of Amendment**") for such series of Additional Preferred Stock (in each case of the foregoing, subject to adjustment from time to time for Recapitalizations and as otherwise set forth elsewhere herein).

(b) "**Convertible Securities**" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Class A Common Stock.

(c) "**Corporation**" shall mean Theranos, Inc.

(d) "**Distribution**" shall mean the transfer of cash or other property without consideration whether by way of dividend or otherwise, other than dividends on Class A Common Stock payable in Class A Common Stock or dividends on Class B Common Stock payable in Class B Common Stock or the purchase or redemption of shares of the Corporation for cash or property other than: (i) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) any redemption pursuant to **Section 7** below, and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the Board or by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(e) "**Liquidation Preference**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Liquidation Preference for such series of Additional Preferred Stock set forth in the Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(f) "**Options**" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Class A Common Stock or Convertible Securities.

(g) "**Original Issue Price**" shall mean \$0.15 per share for the Series A Preferred Stock, \$0.184628 per share for the Series B Preferred Stock, \$0.564 per share for the Series C Preferred Stock, \$3.00 per share for the Series C-1 Preferred Stock and, with respect to any series of Additional Preferred Stock, the per share Original Issue Price set forth in the Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock (in each case, subject to adjustment from time to time for Recapitalizations as set forth elsewhere herein).

(h) "**Preferred Stock**" shall mean the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series C-1 Preferred Stock and the Additional Preferred Stock, if any.

(i) "**Recapitalization**" shall mean any stock dividend, stock split, combination of shares, reorganization, recapitalization, reclassification or other similar event.

2. Dividends. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, the holders of the outstanding shares of the capital

stock of the Corporation shall be entitled to receive dividends when, as and if declared by the Board out of any assets at the time legally available therefor:

(a) Non-Cash Distributions. Whenever a Distribution provided for in this Section 2 shall be payable in property other than cash, the value of such Distribution shall be deemed to be the fair market value of such property as determined in good faith by the Board.

(b) Stock Dividends. In the event a dividend or distribution is paid in the form of capital stock of the Corporation (or rights to acquire capital stock of the Corporation), the holders of the Class A Common Stock and the holders of Class B Common Stock shall be entitled to share equally, identically and ratably, on a per share basis, in such dividends and other distributions of shares of capital stock of the Corporation (or rights to acquire capital stock of the Corporation) as may be declared by the Board from time to time; provided, however, that in the event that such dividend or distribution is paid in the form of shares of Class A Common Stock or Class B Common Stock (or rights to acquire Class A Common Stock or Class B Common Stock), the holders of Class A Common Stock shall receive Class A Common Stock or rights to acquire Class A Common Stock, as the case may be, and the holders of Class B Common Stock shall receive Class B Common Stock or rights to acquire Class B Common Stock, as the case may be.

(c) Consent to Certain Distributions. If Section 500 of the California Corporations Code is applicable to a distribution made by the Corporation to holders of Class A Common Stock or Class B Common Stock, then such section shall not apply, without regard to the "preferential dividends arrears amount" or any "preferential rights amount" (as such terms may be defined in Section 500(b) of the California General Corporation Law), if such distribution constitutes a distribution made by the Corporation in connection with (i) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries upon termination of their employment or services pursuant to agreements providing for the right of said repurchase, (ii) repurchases of Class A Common Stock or Class B Common Stock issued to or held by employees, officers, directors or consultants of the Corporation or its subsidiaries pursuant to rights of first refusal contained in agreements providing for such right, (iii) any redemption pursuant to Section 7 below, and (iv) any other repurchase or redemption of capital stock of the Corporation approved by the Board or by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting as a single class.

3. Liquidation Rights. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock:

(a) Liquidation Preference. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of any other series of Preferred Stock with respect to payments upon liquidation:

(i) In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment of the Liquidation Preference specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or Class B Common Stock by reason of their ownership of such stock, an amount per share for each share of Series C-1 Preferred Stock or Series C Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable, and (ii) all declared but unpaid dividends (if any) on such share of Series C Preferred Stock or Series C-1 Preferred Stock, as applicable. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series C-1 Preferred Stock and the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(i)**, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C Preferred Stock and the holders of the Series C-1 Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this **Section 3(a)(i)**.

(ii) After payment of the Liquidation Preference specified for the Series C Preferred Stock and Series C-1 Preferred Stock to the holders of the Series C Preferred Stock and Series C-1 Preferred Stock pursuant to **Section 3(a)(i)** and specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series A Preferred Stock and Series B Preferred Stock shall be entitled to receive, and prior and in preference to any Distribution of any of the assets of the Corporation to the holders of Class A Common Stock and Class B Common Stock by reason of their ownership of such stock, an amount per share for each share of Series A Preferred Stock equal to the Liquidation Preference specified for such share of Series A Preferred Stock and for each share of Series B Preferred Stock the Liquidation Preference specified for such share of Series B Preferred Stock plus, in each case, all declared but unpaid dividends (if any) on such share of Series A Preferred Stock or Series B Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series A Preferred Stock and Series B Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this **Section 3(a)(ii)**, then the entire assets of the Corporation legally available for distribution shall be distributed first with equal priority and pro rata among the holders of the

Series B Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii), and second (and only after and to the extent that payment in full of all amounts receivable by holders of the Series B Preferred Stock under this Section 3(a)(ii) has been made) with equal priority and pro rata among the holders of the Series A Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 3(a)(ii).

(b) Remaining Assets. After the payment or setting aside for payment to the holders of Preferred Stock of the full amounts specified in Section 3(a) above and as may be specified in one or more Certificates of Designation or Certificate of Amendment with respect to one or more series of Additional Preferred Stock, the entire remaining assets of the Corporation legally available for distribution shall be distributed with equal priority and pro rata among holders of the Preferred Stock, Class A Common Stock and Class B Common Stock in proportion to the total number of shares of Class A Common Stock and Class B Common Stock then held by them, with such shares of Preferred Stock being treated for this purpose as if they had been converted to shares of Class A Common Stock at the then applicable Conversion Rate (as defined below).

(c) Reorganization. Unless waived in writing by the holders of at least sixty percent (60%) of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, for purposes of this Section 3, a liquidation, dissolution or winding up of the Corporation (a "Reorganization") shall be deemed to be occasioned by, or to include, (a) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Corporation outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving or resulting entity or the entity that controls such surviving or resulting entity), as a result of shares in the Corporation held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Corporation, such surviving or resulting entity or the entity that controls such surviving or resulting entity outstanding immediately after such transaction or series of transactions; (b) a sale, lease or other conveyance of all or substantially all of the assets of the Corporation (excluding any transaction or series of transactions between or among the Corporation and any wholly owned subsidiary or subsidiaries); or (c) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

(d) Equal Treatment of Common Stock in a Reorganization. In connection with any Reorganization, shares of Class A Common Stock and Class B Common Stock shall be treated equally, identically and ratably, on a per share basis, with respect to any consideration into which such shares are converted or any consideration paid or otherwise distributed to stockholders of the Corporation, unless different treatment of the shares of each such series is approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an

as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(e) Valuation of Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution, or winding up of the Corporation are other than cash, then the value of such assets shall be their fair market value as determined in good faith by the Board, except that any publicly-traded securities to be distributed to stockholders in a liquidation, dissolution, or winding up of the Corporation shall be valued as follows:

(i) If the securities are then traded on a national securities exchange (or a similar national quotation system), then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the ten (10) trading day period ending five (5) trading days prior to the Distribution;

(ii) if the securities are actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the ten (10) trading day period ending five (5) trading days prior to the Distribution.

In the event of a merger or other acquisition of the Corporation by another entity, the Distribution date shall be deemed to be the date such transaction closes.

For the purposes of this subsection 3(e), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange or the Nasdaq Stock Market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

4. Conversion. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, the holders of the Preferred Stock and Class B Common Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Preferred Stock, into that number of fully-paid, non-assessable shares of Class A Common Stock determined by dividing the Original Issue Price for the relevant series by the Conversion Price for such series. (The number of shares of Class A Common Stock into which each share of Preferred Stock of a series may be converted is hereinafter referred to as the "Conversion Rate" for each such series.) Upon any decrease or increase in the Conversion

Price for any series of Preferred Stock, as described in this Section 4, the Conversion Rate for such series shall be appropriately increased or decreased. Each share of Class B Common Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share at the office of the Corporation or any transfer agent for the Class B Common Stock, into one (1) share of Class A Common Stock.

(b) Automatic Conversion. Each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall automatically be converted into fully-paid, non-assessable shares of Class A Common Stock at the then effective Conversion Rate for such share (i) immediately prior to the closing of a firm commitment underwritten initial public offering pursuant to an effective registration statement filed under the Securities Act of 1933, as amended (the "*Securities Act*"), covering the offer and sale of the Corporation's Class A Common Stock, provided that the offering price per share is not less than \$1.128 (as adjusted for Recapitalizations) (a "*Qualified IPO*") or (ii) upon the receipt by the Corporation of a written request for such conversion from the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, or, if later, the effective date for conversion specified in such requests (each of the events referred to in (i) and (ii) are referred to herein as an "*Automatic Preferred Conversion Event*"). Each share of Class B Common Stock shall automatically be converted into one (1) fully-paid, non-assessable share of Class A Common Stock upon the date specified by affirmative vote of the holders of at least 66 2/3% of the outstanding shares of Class B Common Stock, voting as a separate class (an "*Automatic Class B Conversion Event*").

(c) Mechanics of Conversion. No fractional shares of Class A Common Stock shall be issued upon conversion of Preferred Stock and/or Class B Common Stock. In lieu of any fractional shares to which the holder would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the then fair market value of a share of Class A Common Stock as determined by the Board. For such purpose, all shares of Preferred Stock and/or Class B Common Stock held by each holder of Preferred Stock and/or Class B Common Stock shall be aggregated, and any resulting fractional share of Class A Common Stock shall be paid in cash. Before any holder of Preferred Stock and/or Class B Common Stock shall be entitled to convert the same into full shares of Class A Common Stock, and to receive certificates therefor, he shall either (A) surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Preferred Stock or (B) notify the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and execute an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates, and shall give written notice to the Corporation at such office that he elects to convert the same; provided, however, that (i) on the date of an Automatic Preferred Conversion Event, the outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent and (ii) on the date of an Automatic Class B Conversion Event, the outstanding shares of Class B Common Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such

shares are surrendered to the Corporation or its transfer agent; provided further, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Class A Common Stock issuable upon such Automatic Preferred Conversion Event or Automatic Class B Conversion Event unless either the certificates evidencing such shares of Preferred Stock or Class B Common Stock are delivered to the Corporation or its transfer agent as provided above, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the date of the occurrence of an Automatic Preferred Conversion Event, each holder of record of shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series C-1 Preferred Stock, and on the date of the occurrence of an Automatic Class B Conversion Event, each holder of record of shares of Class B Common Stock, shall be deemed to be the holder of record of the Class A Common Stock issuable upon such conversion, notwithstanding that the certificates representing such shares of Preferred Stock or Class B Common Stock, as applicable, shall not have been surrendered at the office of the Corporation, that notice from the Corporation shall not have been received by any holder of record of shares of such Preferred Stock or Class B Common Stock, as applicable, or that the certificates evidencing such shares of Class A Common Stock shall not then be actually delivered to such holder.

The Corporation shall, as soon as practicable after such delivery, or after such agreement and indemnification, issue and deliver at such office to such holder of Preferred Stock or Class B Common Stock, as applicable, a certificate or certificates for the number of shares of Class A Common Stock to which he shall be entitled as aforesaid and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares of Class A Common Stock, plus any declared and unpaid dividends on the converted Preferred Stock or Class B Common Stock, as applicable. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of such shares of Preferred Stock or Class B Common Stock, as applicable, to be converted, and the person or persons entitled to receive the shares of Class A Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Class A Common Stock on such date; provided, however, that if the conversion is in connection with an underwritten offer of securities registered pursuant to the Securities Act or a merger, sale, financing, or liquidation of the Corporation or other event, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing of such transaction or upon the occurrence of such event, in which case the person(s) entitled to receive the Class A Common Stock issuable upon such conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such transaction or the occurrence of such event.

(d) Adjustments to Conversion Price for Diluting Issues.

(i) Special Definition. For purposes of this paragraph 4(d), "*Additional Shares of Common*" shall mean all shares of Class A Common Stock issued (or, pursuant to paragraph 4(d)(iii), deemed to be issued) by the Corporation after the filing of this Amended and Restated Certificate of Incorporation, other than issuances or deemed issuances of:

(1) shares of Class A Common Stock upon the conversion of the Preferred Stock or Class B Common Stock;

(2) shares of Class A Common Stock issued or issuable to officers, directors and employees of, or consultants or advisors to, the Corporation or any subsidiary of the Corporation pursuant to stock grants, option plans, purchase plans, or other employee stock incentive programs or arrangements, in each case, approved by the Board, or upon exercise of options, warrants or other rights to purchase Class A Common Stock granted to such parties pursuant to any such plan or arrangement;

(3) shares of Class A Common Stock issued upon the exercise or conversion of Options or Convertible Securities outstanding as of the Filing Date;

(4) shares of Class A Common Stock issued or issuable as a dividend or distribution on Preferred Stock or pursuant to any event for which adjustment is made pursuant to Section 4(e), 4(f) or 4(g) hereof;

(5) shares of Class A Common Stock issued in a Qualified IPO;

(6) shares of Class A Common Stock issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, provided that such issuances are approved by the Board;

(7) shares of Class A Common Stock issued or issuable to banks, equipment lessors, real property lessors, commercial financial institutions, other comparable persons engaged in the business of making loans pursuant to a debt financing, or service providers pursuant to a debt financing or commercial transaction approved by the Board;

(8) shares of Class A Common Stock issued or issuable in connection with any settlement of any action, suit, proceeding or litigation not primarily for purposes of raising capital and approved by the Board;

(9) shares of Class A Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships not primarily for purposes of raising capital and approved by the Board;

(10) shares of Class A Common Stock issued or issuable to suppliers or service providers in connection with the provision of goods or services pursuant to transactions not primarily for purposes of raising capital and approved by the Board; and

(11) shares of Class A Common Stock that are issued or issuable which are otherwise expressly excluded from the definition of "Additional Shares of Common" under this Amended and Restated Certificate of Incorporation by written consent of the holders of a majority of the outstanding shares of each series of Preferred Stock whose Conversion Price is higher than the price per share of such shares of Class A Common Stock being issued.

(ii) No Adjustment of Conversion Price. No adjustment in the Conversion Price of a particular series of Preferred Stock shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share (as determined pursuant to paragraph 4(d)(v)) for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the Conversion Price in effect on the date of, and immediately prior to such issue, for such series of Preferred Stock.

(iii) Deemed Issue of Additional Shares of Common. In the event the Corporation at any time or from time to time after the Filing Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) of Class A Common Stock issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of such Convertible Securities or, in the case of Options for Convertible Securities, the exercise of such Options and the conversion or exchange of the underlying securities, shall be deemed to have been issued as of the time of such issue of the Options and/or Convertible Securities or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that in any such case in which shares are deemed to be issued:

(1) no further adjustment in the Conversion Price of any series of Preferred Stock shall be made upon the subsequent issue of Convertible Securities or shares of Class A Common Stock in connection with the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation or in the number of shares of Class A Common Stock issuable upon the exercise, conversion or exchange thereof (other than a change pursuant to the anti-dilution provisions of such Options or Convertible Securities such as this Section 4(d) or pursuant to Recapitalization provisions of such Options or Convertible Securities such as Sections 4(e), (f) and (g) hereof), the Conversion Price of each series of Preferred Stock and any subsequent adjustments based thereon shall be recomputed to reflect such change as if such change had been in effect as of the original issue thereof (or upon the occurrence of the record date with respect thereto);

(3) no readjustment pursuant to clause (2) above shall have the effect of increasing the Conversion Price of a series of Preferred Stock to an amount above the Conversion Price that would have resulted from any other issuances of Additional Shares of Common and any other adjustments provided for herein between the original adjustment date and such readjustment date;

(4) upon the expiration of any such Options or any rights of conversion or exchange under such Convertible Securities which shall not have been exercised, the Conversion Price of each series of Preferred Stock computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon shall, upon such expiration, be recomputed as if:

(a) in the case of Convertible Securities or Options for Class A Common Stock, the only Additional Shares of Common issued were the shares of Class A Common Stock, if any, actually issued upon the exercise of such Options or the conversion or exchange of such Convertible Securities and the consideration received therefor was the consideration actually received by the Corporation for the issue of such exercised Options plus the consideration actually received by the Corporation upon such exercise or for the issue of all such Convertible Securities which were actually converted or exchanged, plus the additional consideration, if any, actually received by the Corporation upon such conversion or exchange, and

(b) in the case of Options for Convertible Securities, only the Convertible Securities, if any, actually issued upon the exercise thereof were issued at the time of issue of such Options, and the consideration received by the Corporation for the Additional Shares of Common deemed to have been then issued was the consideration actually received by the Corporation for the issue of such exercised Options, plus the consideration deemed to have been received by the Corporation (determined pursuant to Section 4(d)(v)) upon the issue of the Convertible Securities with respect to which such Options were actually exercised; and

(5) if such record date shall have been fixed and such Options or Convertible Securities are not issued on the date fixed therefor, the adjustment previously made in the Conversion Price which became effective on such record date shall be canceled as of the close of business on such record date, and thereafter the Conversion Price shall be adjusted pursuant to this paragraph 4(d)(iii) as of the actual date of their issuance.

(iv) Adjustment of Conversion Price Upon Issuance of Additional Shares of Common. In the event that the Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to paragraph 4(d)(iii)) without consideration or for a consideration per share less than the applicable Conversion Price of a series of Preferred Stock in effect on the date of and immediately prior to such issue, then, the Conversion Price of the affected series of Preferred Stock shall be reduced, concurrently with such issue, to a price (calculated to the nearest cent) determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of shares which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would

purchase at such Conversion Price, and the denominator of which shall be the number of shares of Class A Common Stock outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued. Notwithstanding the foregoing, the Conversion Price shall not be reduced at such time if the amount of such reduction would be less than \$0.01, but any such amount shall be carried forward, and a reduction will be made with respect to such amount at the time of, and together with, any subsequent reduction which, together with such amount and any other amounts so carried forward, equal \$0.01 or more in the aggregate. For the purposes of this **Subsection 4(d)(iv)**, all shares of Class A Common Stock issuable upon conversion of all outstanding shares of Preferred Stock and the exercise and/or conversion of any other outstanding Convertible Securities and all outstanding Options shall be deemed to be outstanding.

(v) **Determination of Consideration.** For purposes of this **Section 4(d)**, the consideration received by the Corporation for the issue (or deemed issue) of any Additional Shares of Common shall be computed as follows:

(1) **Cash and Property.** Such consideration shall:

(a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by the Corporation for any underwriting or otherwise in connection with such issuance;

(b) insofar as it consists of property other than cash, be computed at the fair market value thereof at the time of such issue, as reasonably determined in good faith by the Board; and

(c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (a) and (b) above, as reasonably determined in good faith by the Board.

(2) **Options and Convertible Securities.** The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to paragraph 4(d)(iii) shall be determined by dividing

(x) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities by

(y) the maximum number of shares of Class A Common Stock (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(e) Adjustments for Subdivisions or Combinations of Class A Common Stock. In the event the outstanding shares of Class A Common Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Class A Common Stock, (i) the Conversion Price of each series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased and (ii) unless otherwise approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, the outstanding shares of the Class B Common Stock will be subdivided in the same proportion and manner. In the event the outstanding shares of Class A Common Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Class A Common Stock, (i) the Conversion Prices in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased and (ii) unless otherwise approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, the outstanding shares of the Class B Common Stock will be combined in the same proportion and manner. If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such series will be subdivided or combined in the same proportion and manner, unless different treatment of the shares of the other such series is approved by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class.

(f) Adjustments for Subdivisions or Combinations of Preferred Stock. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be subdivided (by stock split, by payment of a stock dividend or otherwise), into a greater number of shares of Preferred Stock, the Conversion Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such subdivision shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Preferred Stock or a series of Preferred Stock shall be combined (by reclassification or otherwise) into a lesser number of shares of Preferred Stock, the Original Issue Price and Liquidation Preference of the affected series of Preferred Stock in effect immediately prior to such combination shall, concurrently with the effectiveness of such combination, be proportionately increased.

(g) Adjustments for Reclassification, Exchange and Substitution. Subject to Section 3 above ("*Liquidation Rights*"), if the Class A Common Stock issuable upon conversion of the Preferred Stock and the Class B Common Stock shall be changed into the same or a different number of shares of any other class or classes of stock, whether by capital reorganization, reclassification or otherwise (other than a subdivision or combination of shares provided for above),

then, in any such event, in lieu of the number of shares of Class A Common Stock which the holders would otherwise have been entitled to receive, each holder of such Preferred Stock and each holder of Class B Common Stock shall have the right thereafter to convert such shares of Preferred Stock and Class B Common Stock, into a number of shares of such other class or classes of stock which a holder of the number of shares of Class A Common Stock deliverable upon conversion of such series of Preferred Stock or upon conversion of such Class B Common Stock immediately before that change would have been entitled to receive in such reorganization or reclassification, all subject to further adjustment as provided herein with respect to such other shares.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Conversion Price at the time in effect and (iii) the number of shares of Class A Common Stock and the amount, if any, of other property which at the time would be received upon the conversion of Preferred Stock.

(i) Waiver of Adjustment of Conversion Price. Notwithstanding anything herein to the contrary, any downward adjustment of the Conversion Price of any series of Preferred Stock may be waived by the consent or vote of the holders of the majority of the outstanding shares of such series, voting as a separate series, either before or after the issuance causing the adjustment.

(j) Reservation of Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock solely for the purpose of effecting the conversion of the shares of the Preferred Stock and Class B Common Stock, such number of its shares of Class A Common Stock as shall from time to time be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and the Class B Common Stock; and if at any time the number of authorized but unissued shares of Class A Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Preferred Stock and the Class B Common Stock, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class A Common Stock to such number of shares as shall be sufficient for such purpose.

5. Voting. Except with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock:

(a) Restricted Class Voting. Except as required by law, the holders of the Preferred Stock, the holders of the Class A Common Stock and the holders of the Class B Common Stock shall vote together and not as separate classes.

(b) No Series Voting. Except as otherwise expressly provided herein or as required by law, there shall be no series voting.

(c) Preferred Stock. Each holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which the shares of Preferred Stock held by such holder could be converted as of the record date. Each holder of any Additional Preferred Stock shall be entitled to the number of votes (if any) provided for in a Certificate of Designation or Certificate of Amendment authorizing such series of Additional Preferred Stock. The holders of shares of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series C-1 Preferred Stock shall be entitled to vote on all matters on which the Class A Common Stock shall be entitled to vote. Each holder of Additional Preferred Stock shall be entitled to vote on matters to the extent provided for in the Certificate of Designation or Certificate of Amendment authorizing such series of Additional Preferred Stock. If the Certificate of Designation or Certificate of Amendment is silent, then such series of Additional Preferred Stock shall be entitled to vote on all matters on which the Class A Common Stock shall be entitled to vote.

(d) Class A Common Stock. As long as any shares of the Class A Common Stock remain outstanding, the holders of the shares of Class A Common Stock shall be entitled to one (1) vote for each share thereof held.

(e) Class B Common Stock. As long as any shares of the Class B Common Stock remain outstanding, the holders of the shares of Class B Common Stock shall be entitled to one hundred (100) votes for each share thereof held.

Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted), shall be disregarded.

(f) Election of Directors. Except as otherwise provided in the Amended and Restated Voting Agreement dated on or about the date hereof, as amended from time to time, the directors shall be elected by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class as of the record date.

(g) Increase or Decrease in Authorized Capital Stock. The number of authorized shares of Preferred Stock, Class A Common Stock or Class B Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by an affirmative vote of the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the Delaware General Corporation Law (or any successor provision thereto), without a separate vote of the holders of the class or classes or series the number of authorized shares of which are being increased or decreased.

6. Reissuance of Preferred Stock. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, in the event that any shares of Preferred Stock shall be converted pursuant to **Section 4** or **Section 9(a)** or otherwise repurchased by the Corporation, the shares so converted, redeemed or repurchased shall be cancelled and shall not be issuable by the Corporation.

7. Mandatory Redemption.

(a) The Corporation may, at any time and from time to time, at its option, redeem (for cash, property or rights, including securities of the Corporation or another entity) any or all of the shares of Class A Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and/or the Series C-1 Preferred Stock of the Corporation, out of funds legally available therefor, subject to the notice provisions provided in subsection (b) below and at a price per share as determined in good faith by the Board to be the fair market value of each share ("Mandatory Redemption"). For the avoidance of doubt, any redemption pursuant to this **Section 7** is not required to be conducted on a pro rata basis as among any classes, series or holders. The Corporation may not redeem shares of the Class B Common Stock.

(b) If the Corporation exercises its right to redeem shares of stock of the Corporation pursuant to this **Section 7**, it shall fix a date for redemption, and it shall mail a notice of such redemption at least seven (7) days and not more than thirty (30) days prior to the date fixed for redemption to the holders of shares of stock of the Corporation to be so redeemed at their last addresses as the same appear on the books and records of the Corporation. Failure to give such notice by mail or any defect in notice to the holder of any share of stock of the Corporation designated for redemption shall not affect the validity of the proceedings for the redemption of any other share of stock of the Corporation. In addition to any information required by law, each notice of redemption shall specify the following: (i) the number of shares of stock of the Corporation to be redeemed; (ii) the date fixed for redemption; and (iii) the redemption price at which such shares are to be redeemed. If notice of redemption has been given as above provided, on and after the date fixed for redemption (unless the Corporation shall default in the payment of the redemption price), such shares shall be deemed no longer outstanding and the holders thereof shall have no right in respect of such shares except the right to receive the redemption price thereof, without interest thereon.

(c) All certificates evidencing any securities of the Corporation, other than shares of Class B Common Stock, shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER."

8. Notices. Except, with respect to any series of Additional Preferred Stock, as and to the extent otherwise expressly provided in a Certificate of Designation or Certificate of Amendment for such series of Additional Preferred Stock, any notice required by the provisions of this ARTICLE V to be given to the holders of Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at such holder's address appearing on the books of the Corporation.

9. Rights of Class B Common Stock.

(a) Upon the death or permanent incapacity of a holder of shares of Class B Common Stock or upon any purported sale, pledge, transfer, assignment or disposition of shares of Class B Common Stock to any Person other than its original holder, each such share of Class B Common Stock shall be automatically converted into a share of Class A Common Stock effective immediately, unless (i) the purported sale, pledge, transfer, assignment or disposition of such shares was approved by the Board, (ii) the purported sale, pledge, transfer, assignment or disposition of such shares was made during the lifetime of the holder of such shares to an entity that is controlled by such holder, or (iii) upon the death or permanent incapacity of the holder of such shares, such shares were transferred as previously directed in a writing executed by the holder of such shares. A pledge of shares of Class B Common Stock, prior to default thereunder, which does not grant to the pledgee the power to vote or direct the vote of the pledged shares or the power to dispose or direct the disposition of the pledged shares prior to a default, without any foreclosure or transfer of ownership, shall not trigger the conversion of such shares of Class B Common Stock. The mechanics of such conversion shall be as provided in Section 4(c) of this ARTICLE V.

(b) Except for (i) the issuance of Class B Common Stock in exchange for outstanding shares of Class A Common Stock pursuant to that certain exchange agreement entered into by and between the Corporation and the counterparty thereto on the Filing Date, (ii) the payment of Class B Common Stock as dividends in accordance with the terms of this Amended and Restated Certificate of Incorporation or (iii) the granting of Class B Common Stock through any split or subdivision of the Class B Common Stock, the Corporation shall not at any time issue any additional shares of Class B Common Stock, unless such issuance is approved by the affirmative vote of the holders of a majority of the then outstanding shares of Class B Common Stock, voting as a separate class.

10. Other Rights of Stockholders.

(a) In addition to any other vote required by law or this Amended and Restated Certificate of Incorporation, or irrespective of whether any other stockholder vote is otherwise required, as long as any shares of Class B Common Stock remain outstanding and only to the extent not otherwise authorized by the Board (including the affirmative approval of a member of the Board that is also a holder of the Class B Common Stock), the prior written consent (or affirmative vote) of the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, shall be required to authorize the Corporation (or to authorize or permit any subsidiary of the Corporation) to:

(i) directly or indirectly acquire Stock, Stock Equivalents, or assets (including, without limitation, any business or operating unit) of any Person, in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by the Corporation) paid or delivered by the Corporation in excess of \$25,000,000 (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business);

(ii) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of the assets of the Corporation (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of the respective assets (including Stock and Stock Equivalents or through transactions involving hybrid securities), in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by any other Person and debt of any entity acquired by such other Person) paid to or received by the Corporation in excess of \$25,000,000 (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business);

(iii) directly or indirectly create, incur, assume, guarantee, or otherwise be or become liable with respect to debt (including debt of any entity acquired by the Corporation, whether or not such debt is expressly assumed or guaranteed by the Corporation) in excess of \$25,000,000 outstanding at any one time;

(iv) effect any material change in the nature of the Corporation's business;

(v) create any subsidiary that is not wholly owned, directly or indirectly, by the Corporation;

(vi) issue any Stock or any Stock Equivalents, except the (A) issuance of shares of Class A Common Stock upon (x) conversion of shares of Preferred Stock or Class B Common Stock pursuant to and in accordance with the provisions of this Amended and Restated Certificate of Incorporation or (y) exercise of any Stock Equivalents or (B) grant of Stock or Stock Equivalents pursuant to a stock option plan approved by the Board;

(vii) by action of the Board, delegate any power or authority to a committee of the Board;

(viii) dissolve, liquidate, or wind-up the business and affairs of the Corporation; or

(ix) file a Certificate of Designations.

(b) For purposes of this Section 10 of Article V:

(i) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(i) directly or indirectly acquire Stock, Stock Equivalents, or assets (including, without limitation, any business or operating unit) of any Person, in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by the Corporation) paid or delivered by the Corporation in excess of \$25,000,000 (other than acquisitions of securities pursuant to portfolio investment decisions in the ordinary course of business);

(ii) directly or indirectly sell, convey, transfer, lease, or otherwise dispose of any of the assets of the Corporation (including Stock and Stock Equivalents) or any interest therein to any Person, or permit or suffer any other Person to acquire any interest in any of the respective assets (including Stock and Stock Equivalents or through transactions involving hybrid securities), in each case in a single transaction or series of related transactions, involving consideration (whether in cash, securities, assets, or otherwise, and including debt assumed by any other Person and debt of any entity acquired by such other Person) paid to or received by the Corporation in excess of \$25,000,000 (other than dispositions and transfers of securities pursuant to portfolio investment decisions in the ordinary course of business);

(iii) directly or indirectly create, incur, assume, guarantee, or otherwise be or become liable with respect to debt (including debt of any entity acquired by the Corporation, whether or not such debt is expressly assumed or guaranteed by the Corporation) in excess of \$25,000,000 outstanding at any one time;

(iv) effect any material change in the nature of the Corporation's business;

(v) create any subsidiary that is not wholly owned, directly or indirectly, by the Corporation;

(vi) issue any Stock or any Stock Equivalents, except the (A) issuance of shares of Class A Common Stock upon (x) conversion of shares of Preferred Stock or Class B Common Stock pursuant to and in accordance with the provisions of this Amended and Restated Certificate of Incorporation or (y) exercise of any Stock Equivalents or (B) grant of Stock or Stock Equivalents pursuant to a stock option plan approved by the Board;

(vii) by action of the Board, delegate any power or authority to a committee of the Board;

(viii) dissolve, liquidate, or wind-up the business and affairs of the Corporation; or

(ix) file a Certificate of Designations.

(b) For purposes of this Section 10 of Article V:

(i) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof;

(ii) "Stock" means shares of capital stock (whether denominated as common stock or preferred stock), beneficial, partnership or membership interests, participants or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or business trust, whether voting or non-voting; and

(iii) "Stock Equivalents" means all securities convertible into or exchange for Stock and all warrants, options or other rights to purchase or subscribe for any Stock, whether or not presently convertible, exchangeable or exercisable, and all voting debt.

(c) Except as otherwise expressly provided herein, including, without limitation, with respect to dividends and distributions pursuant to Section 2 above, subdivisions or combinations pursuant to Section 4(e) above, treatment in a Reorganization pursuant to Section 3(d) above or as otherwise required by applicable law, shares of Class A Common Stock and Class B Common Stock shall have the same rights, preferences and privileges and rank equally, share ratably and be identical in all respects as to all matters.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

Elections of directors need not be by written ballot unless a stockholder demands election by written ballot at the meeting and before voting begins or unless the Bylaws shall so provide.

ARTICLE VIII

Unless otherwise set forth herein, the number of directors which constitute the Board shall be designated in the Bylaws.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board is expressly authorized to make, alter, amend or repeal the Bylaws. The fact that such power has been so conferred upon the Board shall not divest the stockholders of the Corporation of the power, nor limit the power of the stockholders to adopt, amend or repeal the Bylaws. In the event of conflict between a decision by the majority of the outstanding stockholders and the Board, as long as any shares of the Class B Common Stock remain outstanding, the holders of a majority of the then outstanding shares of the Class B Common Stock, voting as a separate class, may stay the decision at hand for a period of up to thirty (30) days so as to reach a resolution.

ARTICLE X

1. To the fullest extent permitted by the Delaware General Corporation Law as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director.

Theranos - Amended and Restated Certificate of Incorporation (Dual Class)_ (palib2_6493603_18) -20-

2. The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

3. Neither any amendment nor repeal of this ARTICLE X, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this ARTICLE X, shall eliminate or reduce the effect of this ARTICLE X, in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this ARTICLE X, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XI

1. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board or in the Bylaws.

2. At all meetings of the Board, all of the directors must be present to establish a quorum for the transaction of business; provided, however, that, so long as any holder of Class B Common Stock is a member of the Board, if at least one director that is also a holder of Class B Common Stock is present at a meeting of the Board, a majority of the total number of directors must be present to establish a quorum. If any holder of Class B Common Stock is a member of the Board and has been appointed by the Board to a committee of the Board, the following shall be necessary to establish a quorum of such committee: (1) the presence of at least one director that is a member of such committee and also a holder of Class B Common Stock and (2) a majority of the total number of the members of such committee.

ARTICLE XII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

ARTICLE XIII

Except as conferred by statute or as authorized by resolution of the Board, the Board from time to time shall determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account, book, or document of the Corporation.

ARTICLE XIV

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force or as may be added or inserted, in the manner now and hereafter prescribed by law; and all rights, preferences and privileges of any nature conferred upon stockholders, directors or any other persons by and pursuant to this Amended and Restated Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article XIV.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "THERANOS, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF FEBRUARY, A.D. 2014, AT 10 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3789976 8100

140151226

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1121154

DATE: 02-10-14

THERANOS, INC.
CERTIFICATE OF DESIGNATION OF
SERIES C-2 PREFERRED STOCK

(Pursuant to Delaware General Corporation Law, Section 151(g))

Theranos, Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows:

The Executive Committee (the "Executive Committee") of the Board of Directors (the "Board") of the Corporation on February 7, 2014, in accordance with Sections 141(c)(2) and 151(g) of the Delaware General Corporation Law and the Amended and Restated Certificate of Incorporation of the Corporation (as it may be amended from time to time, the "Certificate"), and pursuant to the authority delegated by the Board to the Executive Committee, duly adopted the following resolutions establishing a series of eleven million seven hundred sixty-four thousand seven hundred six (11,764,706) shares of the Corporation's Preferred Stock, \$0.0001 par value per share, to be designated as its Series C-2 Preferred Stock:

"RESOLVED, that the Executive Committee hereby establishes a series of Series C-2 Preferred Stock of the Corporation and hereby states the number of shares, and fixes the powers, designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions thereof, of such series of shares, as follows. Capitalized terms not defined herein shall have the meanings set forth in the Certificate.

1. Designations and Amounts. Eleven million seven hundred sixty-four thousand seven hundred six (11,764,706) shares of the Preferred Stock of the Corporation, \$0.0001 par value per share, shall constitute a series of Preferred Stock designated as "Series C-2 Preferred Stock" (the "Series C-2 Preferred Stock").

2. Liquidation Rights. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to payments upon liquidation, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, after payment of the Liquidation Preference specified for any Additional Preferred Stock ranking senior to such series as to the liquidation, dissolution or winding up of the Corporation in the applicable Certificate of Designation or Certificate of Amendment for such series, the holders of the Series C-2 Preferred Stock shall be entitled to receive, prior and in preference to any Distribution of any of the assets of the Corporation to the holders of the Series B Preferred Stock, Series A Preferred Stock, Class A Common Stock or Class B Common Stock by reason of their ownership of such stock, but *pari passu* with the holders of the Series C Preferred Stock and the Series C-1 Preferred Stock, an amount per share for each share of Series C-2 Preferred Stock held by them equal to the sum of (i) the Liquidation Preference specified for such share of Series C-2 Preferred Stock and (ii) all declared but unpaid dividends (if any) on such share of Series C-2 Preferred Stock. If upon the liquidation, dissolution or winding up of the Corporation, the assets of the Corporation legally available for distribution to the holders of the Series C-2 Preferred Stock, Series C-1 Preferred Stock and the Series C Preferred Stock are insufficient to permit the payment to such holders of the full amounts specified in this Section 2, then the entire assets of the Corporation legally available for distribution shall be distributed pro rata among the holders of the Series C-2 Preferred Stock, the Series C-1 Preferred Stock and the Series C Preferred Stock in proportion to the full amounts they would otherwise be entitled to receive pursuant to this Section 2 and Section 3(a)(i) of Article V of the Certificate. The Liquidation Preference shall be

\$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

3. Conversion Price and Original Issue Price. The Conversion Price shall be \$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations and as otherwise set forth in the Certificate). The Original Issue Price shall be \$17.00 per share for the Series C-2 Preferred Stock (subject to adjustment from time to time for Recapitalizations as set forth in the Certificate).

4. Remaining Assets. Subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to payments upon liquidation, the holders of Series C-2 Preferred Stock shall be entitled to any payments in respect of remaining assets, if any, as set forth and in accordance with Section 3(b) of Article V of the Certificate.

5. Voting Rights. Except as required by law, the holders of Series C-2 Preferred Stock shall vote together with the holders of other series of Preferred Stock, the holders of the Class A Common Stock and the holders of the Class B Common Stock, and not as separate classes. Except as required by law, there shall be no series voting for holders of Series C-2 Preferred Stock. Each holder of Series C-2 Preferred Stock shall be entitled to the number of votes equal to the number of shares of Class A Common Stock into which the shares of Series C-2 Preferred Stock held by such holder could be converted as of the record date. Each holder of Series C-2 Preferred Stock shall be entitled to vote on all matters on which the holders of Class A Common Stock shall be entitled to vote.

6. Mandatory Redemption.

(a) The Corporation may, at any time and from time to time, at its option, redeem (for cash, property or rights, including securities of the Corporation or another entity) any or all of the shares of the Series C-2 Preferred Stock of the Corporation, out of funds legally available therefor, subject to the notice provisions provided in subsection (b) below and at a price per share as determined in good faith by the Board to be the fair market value of each share ("Mandatory Redemption"). For the avoidance of doubt, any redemption pursuant to this Section 6 is not required to be conducted on a pro rata basis as among any classes, series or holders.

(b) If the Corporation exercises its right to redeem shares of Series C-2 Preferred Stock of the Corporation pursuant to this Section 6, it shall fix a date for redemption, and it shall mail a notice of such redemption at least seven (7) days and not more than thirty (30) days prior to the date fixed for redemption to the holders of shares of Series C-2 Preferred Stock of the Corporation to be so redeemed at their last addresses as the same appear on the books and records of the Corporation. Failure to give such notice by mail or any defect in notice to the holder of any share of Series C-2 Preferred Stock of the Corporation designated for redemption shall not affect the validity of the proceedings for the redemption of any other share of stock of the Corporation. In addition to any information required by law, each notice of redemption shall specify the following: (i) the number of shares of Series C-2 Preferred Stock of the Corporation to be redeemed; (ii) the date fixed for redemption; and (iii) the redemption price at which such shares are to be redeemed. If notice of redemption has been given as above provided, on and after the date fixed for redemption (unless the Corporation shall default in the payment of the redemption price), such shares shall be deemed no longer outstanding and the holders thereof shall have no right in respect of such shares except the right to receive the redemption price thereof, without interest thereon.

(c) All certificates evidencing any shares of Series C-2 Preferred Stock of the Corporation shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER."

7. Other Rights, Preferences, Privileges and Restrictions. Except as set forth in this Certificate of Designation, and subject to the right of the holders of any shares of any series of Additional Preferred Stock ranking on a parity with, or prior and superior to, the shares of Series C-2 Preferred Stock with respect to any number of specified rights, the Series C-2 Preferred Stock shall have such other rights, preferences, privileges (including, without limitation, as to dividends and conversion rights) and restrictions conferred or imposed on the Series C-1 Preferred Stock by, and as set forth in, the Certificate, including, for the avoidance of doubt, in respect to the automatic conversion provisions of Section 4(b) of Article V of the Certificate.

RESOLVED FURTHER, that the officers of the Corporation be, and they hereby are, authorized and directed, for and in the name and on behalf of the Corporation, to prepare and file a Certificate of Designation of Series C-2 Preferred Stock in accordance with the foregoing resolution and the provisions of the Delaware General Corporation Law and to take such actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions."

IN WITNESS WHEREOF, Theranos, Inc. has caused this Certificate of Designation to be executed by its duly authorized officer this 7th day of February, 2014.



Elizabeth Holmes
President and Chief Executive Officer

Theranos Bylaws

**AMENDED AND RESTATED BYLAWS OF
THERANOS, INC.**

(last amended as of January 14, 2014)

Theranos Confidential

ARTICLE I — MEETINGS OF STOCKHOLDERS

1.1 *Place of Meetings.* Meetings of stockholders of Theranos, Inc. (the “**Company**”) shall be held at any place, within or outside the State of Delaware, designated by the Company’s board of directors (the “**Board**”). The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the Delaware General Corporation Law (the “**DGCL**”). In the absence of any such designation or determination, stockholders’ meetings shall be held at the Company’s principal executive office.

1.2 *Annual Meeting.* An annual meeting of stockholders may be held for the election of directors at such date and time as may be designated by resolution of the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting. The Company shall not be required to hold an annual meeting of stockholders provided that (i) the stockholders are permitted to act by written consent under the Company’s certificate of incorporation and these bylaws, (ii) the stockholders take action by written consent to elect directors and (iii) the stockholders unanimously consent to such action or, if such consent is less than unanimous, all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

1.3 *Special Meeting.* A special meeting of the stockholders may be called at any time by the Board, chairperson of the Board, chief executive officer or president (in the absence of a chief executive officer) and may not be called by any other person or persons. No business may be transacted at such special meeting other than the business specified in a notice to stockholders entitled to vote at such meeting.

1.4 *Notice of Stockholders’ Meetings.* Except as otherwise required by law, all notices of meetings of stockholders shall be sent or otherwise given in accordance with either **Section 1.5** or **Section 7.1** of these bylaws not less than 10 or more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and hour of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

1.5 *Manner of Giving Notice; Affidavit of Notice.* Notice of any meeting of stockholders shall be given:

- (i) if mailed, when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the Company’s records; or
- (ii) if electronically transmitted as provided in **Section 7.1** of these bylaws.

An affidavit of the secretary or an assistant secretary of the Company or of the transfer agent or any other agent of the Company that the notice has been given by mail or by a form of electronic

transmission, as applicable, shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

1.6 **Quorum.** Except as otherwise provided by law, the certificate of incorporation or these bylaws, at each meeting of stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the combined voting power of the stock then issued and outstanding and entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. Except as otherwise provided by law, the certificate of incorporation or these bylaws, where a separate vote by a class or series or classes or series is required, a majority of the then outstanding voting power of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to that vote on that matter. If, however, such quorum is not present or represented at any meeting of the stockholders, then either (i) the chairperson of the meeting, or (ii) the holders of a majority of the combined voting power of the shares present in person or represented by proxy at such meeting and entitled to vote thereon, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

1.7 **Adjourned Meeting; Notice.** Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of the adjourned meeting if the time, place if any thereof, and the means of remote communications if any by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the continuation of the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.8 **Conduct of Business.** Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his or her absence by the chief executive officer, or in his or her absence by the Vice Chairman of the Board, if any, or in his or her absence by the President, or in the absence of the foregoing persons by a chairperson designated by the Board of Directors, or in the absence of such designation by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting. The chairperson of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of business.

1.9 **Voting.** The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of **Section 1.11** of these bylaws, subject to Section 217 (relating to voting rights of fiduciaries, pledgors and joint owners of stock) and Section 218 (relating to voting trusts and other voting agreements) of the DGCL.

Except as may be otherwise provided in the certificate of incorporation or these bylaws, each stockholder shall be entitled to one vote for each share of capital stock held by such stockholder. Voting at meetings of stockholders need not be by written ballot and, unless otherwise required by

law, need not be conducted by inspectors of election unless so determined by the holders of a majority of the combined voting power of the shares present in person or represented by proxy at such meeting and entitled to vote thereon. At all meetings of stockholders for the election of directors at which a quorum is present, a plurality of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors shall be sufficient to elect. All other elections and questions shall, unless otherwise provided by law, the certificate of incorporation or these bylaws, be decided by the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote thereon. Except as otherwise provided by law, the certificate of incorporation or these bylaws, where a separate vote by a class or series or classes or series is required, the affirmative vote of a majority of the voting power of the shares of such class or series or classes or series present in person or represented by proxy at the meeting shall be the act of such class or series or classes or series.

1.10 ***Stockholder Action by Written Consent Without a Meeting.*** Unless otherwise provided in the certificate of incorporation, any action required by the DGCL to be taken at any annual or special meeting of stockholders of a corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Company as provided in Section 228 of the DGCL. In the event that the action which is consented to is such as would have required the filing of a certificate under any provision of the DGCL, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such provision shall state, in lieu of any statement required by such provision concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the DGCL.

1.11 ***Record Date for Stockholder Notice; Voting; Giving Consents.*** In order that the Company may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date:

(i) in the case of determination of stockholders entitled to notice of or to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, not be more than sixty nor less than ten days before the date of such meeting;

(ii) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors; and

(iii) in the case of determination of stockholders for any other action, shall not be more than sixty days prior to such other action.

If no record date is fixed by the Board of Directors:

a. the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held;

b. the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Company in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and

c. the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

1.12 **Proxies.** Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by electronic transmission permitted by law filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL.

ARTICLE II — DIRECTORS

2.1 **Powers.** Subject to the provisions of the DGCL and any limitations in the certificate of incorporation or these bylaws relating to action required to be approved by the stockholders or by the

outstanding shares, the business and affairs of the Company shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

2.2 Number of Directors. The number of directors shall be determined from time to time by resolution of the Board, provided however, that the Board shall consist of at least one member and no more than 11 members. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

2.3 Election, Qualification and Term of Office of Directors. Except as provided in the Company's certificate of incorporation, directors shall be elected at each annual meeting of stockholders to hold office until the next annual meeting in accordance with **Section 1.2**. Directors need not be stockholders unless so required by the certificate of incorporation or these bylaws. The certificate of incorporation or these bylaws may prescribe other qualifications for directors. Each director, including a director elected to fill a vacancy, shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal.

2.4 Place of Meetings; Meetings by Telephone. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

2.5 Regular Meetings. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board.

2.6 Special Meetings; Notice.

Special meetings of the Board for any purpose or purposes may be called at any time by the chairperson of the Board, the chief executive officer, the president (in the absence of a chief executive officer), the secretary or any two directors.

Notice of the time and place of special meetings shall be:

- (i) delivered personally by hand, by courier or by telephone;
- (ii) sent by United States first-class mail, postage prepaid;
- (iii) sent by facsimile; or
- (iv) sent by electronic mail,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, as the case may be, as shown on the Company's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or (iii) sent by electronic mail, it shall be delivered or sent at least 24 hours before the time of the holding of the meeting. If the notice is sent by United States mail, it shall be deposited in the United States mail at least four days before the time of the holding of the meeting. Any oral notice may be communicated to the director. The notice need not specify the place of the meeting (if the meeting is to be held at the Company's principal executive office) nor the purpose of the meeting.

2.7 Quorum. At all meetings of the Board, all of the directors must be present to establish a quorum for the transaction of business; provided, however, that, so long as any holder of the Class B Common Stock is a member of the Board, if at least one director who is also a holder of the Class B Common Stock is present at a meeting of the Board, a majority of the total number of directors must be present to establish a quorum. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the certificate of incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Minutes will be kept for all meetings of the Board in which actions are taken.

2.8 Board Action by Written Consent Without a Meeting. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.9 Fees and Compensation of Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, the Board shall have the authority to fix the compensation of directors.

2.10 Approval of Loans to Officers. The Company may lend money to, or guarantee any obligation of, or otherwise assist any officer or other employee of the Company or of its subsidiary, including any officer or employee who is a director of the Company or its subsidiary, whenever, in the judgment of the Board, such loan, guaranty or assistance may reasonably be expected to benefit the Company. The loan, guaranty or other assistance may be with or without interest and may be unsecured, or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of stock of the Company.

ARTICLE III — COMMITTEES

3.1 Committees of Directors. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Company. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a

member of a committee, the full board may vote to appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Company.

3.2 **Committee Minutes.** Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

3.3 **Meetings and Action of Committees.** Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

- (i) **Section 2.4** (place of meetings and meetings by telephone);
- (ii) **Section 2.5** (regular meetings);
- (iii) **Section 2.6** (special meetings and notice);
- (iv) **Section 6.10** (waiver of notice); and
- (v) **Section 2.8** (action without a meeting)

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However:*

- a. the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;
- b. special meetings of committees may also be called by resolution of the Board; and
- c. notice of special meetings of committees shall also be given to all alternate members appointed by the Board, who shall have the right to attend all meetings of the committee. A majority of the total number of the members of a committee shall constitute a quorum; provided, however, that if any holder of the Class B Common Stock is a member of the Board and has been appointed by the Board to a committee of the Board, the following shall be necessary to establish a quorum: (1) the presence of at least one director who is a member of such committee and also a holder of the Class B Common Stock and (2) a majority of the total number of the members of such committee. The vote of a majority of the members of a committee at any meeting at which a quorum is present shall be the act of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

ARTICLE IV — OFFICERS

4.1 **Officers.** The officers of the Company shall be a chief executive officer, a president and a secretary. The Company may also have, at the discretion of the Board, a chairperson of the Board, a vice chairperson of the Board, a chief financial officer or treasurer, one or more senior vice presidents, one or more assistant treasurers, one or more assistant secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person.

4.2 **Appointment of Officers.** The Board shall appoint the officers of the Company, except such officers as may be appointed in accordance with the provisions of Sections 4.3 and 4.5 of these bylaws, subject to the rights, if any, of an officer under any contract of employment.

4.3 **Subordinate Officers.** The Board may appoint, or empower the chief executive officer or, in the absence of a chief executive officer, the president, to appoint, such other officers and agents as the business of the Company may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board or the chief executive officer may from time to time determine.

4.4 **Removal and Resignation of Officers.** Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by an affirmative vote of the majority of the Board at any regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Company. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Company under any contract to which the officer is a party.

4.5 **Vacancies in Offices.** Any vacancy occurring in any office of the Company shall be filled by the Board or as provided in Section 4.2.

4.6 **Representation of Shares of Other Corporations.** The chairperson of the Board, the chief executive officer, the president, the treasurer, the secretary or assistant secretary of the Company, or any other person authorized by the Board or the chief executive officer or president, is authorized to vote, represent, and exercise on behalf of the Company all rights incident to any and all shares of any other corporation or corporations standing in the name of the Company. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

4.7 **Authority and Duties of Officers.** All officers of the Company shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board, the stockholders or the chief executive officer and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board and the chief executive officer. Subject to the foregoing, the chief executive officer (or in

the absence of a chief executive officer, the president) of the Company shall have general supervision, direction, and control of the business and the officers of the Company. All officers of the Company shall report to the chief executive officer (or in the absence of a chief executive officer, the president) or his or her designee.

ARTICLE V — RESERVED

ARTICLE VI — GENERAL MATTERS

6.1 *Stock Certificates; Partly Paid Shares.* The shares of the Company shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Company. Notwithstanding the adoption of such a resolution by the Board, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Company by the chairperson or vice-chairperson of the Board, or the president or vice-president, and by the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the Company representing the number of shares registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

6.2 *Special Designation on Certificates.* If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock; *provided, however,* that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock a statement that the Company will furnish without charge to each stockholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special

rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

6.3 Lost Certificates. Except as provided in this **Section 6.3**, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

6.4 Construction; Definitions. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

6.5 Dividends. The Board, subject to any restrictions contained in (i) the DGCL, (ii) the certificate of incorporation, or (iii) other applicable law, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the Company's capital stock.

The Board may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Company, and meeting contingencies.

6.6 Fiscal Year. The fiscal year of the Company shall be fixed by resolution of the Board and may be changed by the Board.

6.7 Seal. The Company may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Company may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

6.8 Stock Transfer Agreements. The Company shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

6.9 Registered Stockholders. The Company:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner;

(ii) shall be entitled to hold liable for calls and assessments the person registered on its books as the owner of shares; and

(iii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

6.10 *Waiver of Notice.* Whenever notice is required to be given under any provision of the DGCL, the certificate of incorporation or these bylaws, a written waiver, signed by the person entitled to notice, including without limitation a waiver of notice through execution of a stockholder voting agreement through which rights to notice is so waived, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the certificate of incorporation or these bylaws.

ARTICLE VII — NOTICE BY ELECTRONIC TRANSMISSION

7.1 *Notice by Electronic Transmission.* Without limiting the manner by which notice otherwise may be given effectively to stockholders pursuant to the DGCL, the certificate of incorporation or these bylaws, any notice to stockholders given by the Company under any provision of the DGCL, the certificate of incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if:

(i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent; and

(ii) such inability becomes known to the secretary or an assistant secretary of the Company or to the transfer agent, or other person responsible for the giving of notice.

However, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Any notice given pursuant to the preceding paragraph shall be deemed given:

a. if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

- b. if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice;
- c. if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and
- d. if by any other form of electronic transmission, when directed to the stockholder.

An affidavit of the secretary or an assistant secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

7.2 Definition of Electronic Transmission. An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

7.3 Inapplicability. Notice by a form of electronic transmission shall not apply to Sections 164, 296, 311, 312 or 324 of the DGCL.

ARTICLE VIII — INDEMNIFICATION

8.1 Indemnification of Directors and Officers. The Company shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Company who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Company or while serving as a director or officer of the Company is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding. The Company shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized by the Board.

8.2 Indemnification of Others. The Company shall have the power to indemnify and hold harmless, to the extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Company who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Company or while serving as an employee or agent of the Company is or was serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all

liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

8.3 Prepayment of Expenses. The Company shall pay the expenses incurred by any officer or director of the Company, and may pay the expenses incurred by any employee or agent of the Company, in defending any Proceeding in advance of its final disposition; *provided, however*, that the payment of expenses incurred by a person in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this **Article VIII** or otherwise.

8.4 Determination; Claim. If a claim for indemnification or payment of expenses under this **Article VIII** is not paid in full within sixty (60) days after a written claim therefor has been received by the Company the claimant may file suit to recover the unpaid amount of such claim. In any such action the Company shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

8.5 Non-Exclusivity of Rights. The rights conferred on any person by this **Article VIII** shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

8.6 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the provisions of the DGCL.

8.7 Other Indemnification. The Company's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

8.8 Amendment Or Repeal. Any repeal or modification of the foregoing provisions of this **Article VIII** shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX — RIGHT OF FIRST REFUSAL, SECONDARY RIGHT OF REFUSAL, ASSIGNEE RIGHT OF REFUSAL AND REPURCHASE

9.1 Right of first refusal.

(i) Before any stockholder of the Company (a "Seller") may Transfer (as defined below) any shares of the Company's capital stock ("Seller Shares"), excluding the Class B Common Stock, such Seller must comply with the provisions of this Article IX (the "Right of First Refusal") and each Proposed Transferee (as defined below) must enter into the Joinder. For purposes of this Article IX, the word "Transfer," "Transferred," "Transfers" or words of similar import, shall mean and include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or involuntary, directly or indirectly, except (a) by operation of law, *provided*, that the recipient enters into a joinder agreement (the "Joinder") in the form of Annex A to the Company's amended and restated investors' rights agreement, dated January 14, 2014, as it may be amended from time to time (the "IRA"); (b) any transfer to the Company pursuant to the terms of the IRA; (c) any repurchase of the Seller Shares by the Company pursuant to agreements under which the Company has the option to repurchase such Seller Shares upon the occurrence of certain events, such as termination of employment, or in connection with the exercise by the Company of any rights of first refusal; and (d) any redemption pursuant to Article V, Section 7 of the Company's certificate of incorporation.

(ii) Notice of Proposed Transfer. Prior to a Seller Transferring any of its Seller Shares, such Seller shall deliver to the Company and to the founder of the Company, Elizabeth Holmes (the "Founder") not later than one hundred twenty (120) days prior to the consummation of the proposed Transfer, a binding written notice (the "Transfer Notice") stating: (i) such Seller's bona fide intention to Transfer such Seller Shares; (ii) the name, address and phone number of each proposed purchaser or other transferee (each, a "Proposed Transferee"); (iii) the aggregate number of Seller Shares proposed to be Transferred to each Proposed Transferee (the "Offered Shares"); and (iv) the terms and conditions of each proposed Transfer, including, but not limited to, the bona fide cash price or, in reasonable detail, other consideration for which such party proposes to Transfer the Offered Shares (the "Offered Price"). The Seller shall offer the Offered Shares at a price equal to the lesser of the Offered Price and the fair market value of the Offered Shares as determined by the Board in good faith and upon the same terms (or terms as similar as reasonably possible) to the Company, the Founder and/or the Assignee (as set forth below).

(iii) Exercise of Right of First Refusal. To exercise its Right of First Refusal, at any time within sixty (60) days after receipt of the Transfer Notice, the Company must deliver a written notice to the Seller and the Founder ("Company Purchase Notice"), electing to purchase all or any portion of the Offered Shares at the purchase price determined in accordance with subsection (vi) below.

(iv) Grant of Secondary Right of Refusal to Founder. If the Company does not exercise its Right of First Refusal to purchase all of the Offered Shares, the Founder shall have a secondary right of refusal to purchase all or any portion of the Offered Shares not purchased by the Company (the "Secondary Right of Refusal"). If the Company does not intend to exercise its Right of First Refusal with respect to all of the Offered Shares, the Company must deliver a written notice to the Seller and to the Founder to that effect no later than sixty (60) days after the Seller delivered

the Transfer Notice to the Company (the “**Secondary Notice**”). To exercise her Secondary Right of Refusal, the Founder must deliver a notice (the “**Founder Notice**”) to such Seller and the Company within twenty (20) days after the Company’s delivery of the Secondary Notice of her intent to exercise or not to exercise her Secondary Right of Refusal hereunder.

(v) Right of Assignee of the Company. If both the Company and the Founder do not fully exercise their Right of First Refusal or Secondary Right of Refusal, respectively, then the Company may assign the right to purchase all or any portion of the Offered Shares not purchased by the Company or the Founder on the terms and conditions set forth in this **Article IX** (the “**Assignee Right of Refusal**”) to any person (the “**Assignee**”) and shall deliver a notice (the “**Assignment Notice**”) to such Seller of its intent to exercise or not exercise its right of assignment within five (5) days after delivery of the Founder Notice. To exercise its Assignee Right of Refusal, the Assignee must deliver a notice (the “**Assignee Notice**”) to such Seller, the Company and the Founder within twenty (20) days after delivery of the Founder Notice of the Assignee’s intent to exercise or not to exercise his, her or its Assignee Right of Refusal.

(vi) Purchase Price. The purchase price for the Offered shares to be purchased by the Company, the Founder and/or the Assignee shall be the lesser of the Offered Price and the fair market value of the Offered Shares as determined by the Board in good faith, which will be binding upon the Company, the Founder, the Assignee, if applicable, and the Seller, absent fraud or error. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board in good faith, which will be binding upon the Company, the Founder, the Assignee, if applicable, and the Seller, absent fraud or error. If the Offered Shares are to be Transferred by gift, bequest, devise or descent, the fair market value of the Offered Shares shall be determined by the Board in good faith, which will be binding upon the Company, the Founder, the Assignee, if applicable, and the Seller, absent fraud or error. Subject to compliance with applicable state and federal securities laws, the Company, the Founder and/or the Assignee shall effect the purchase of all or any portion of the Offered Shares, including the payment of the purchase price, at the option of the Company, the Founder and/or the Assignee (i) in cash (by check), (ii) by wire transfer, (iii) by cancellation of all or a portion of any outstanding indebtedness of the Seller to the Company (or, in the case of purchase by the Founder or the Assignee, to the Founder or the Assignee, respectively), or (iv) by any combination thereof. The closing of the purchase of any Offered Shares by the Company pursuant to the Right of First Refusal shall take place, and all payments from the Company shall have been delivered to the Seller, by the later of (i) the date specified in the Transfer Notice as the intended date for the proposed Transfer or (ii) sixty (60) days after delivery of the Company Purchase Notice. The closing of the purchase of any Offered Shares by the Founder pursuant to the Secondary Right of Refusal shall take place, and all payments from the Founder shall have been delivered to the Seller, by not later than forty (40) days after delivery of the Founder Notice. The closing of the purchase of any Offered Shares by the Assignee pursuant to the Assignee Right of Refusal shall take place, and all payments from the Assignee shall have been delivered to the Seller, by not later than twenty (20) days after delivery of the Assignee Notice.

(vii) Seller's Right to Transfer. If all of the Offered Shares to be Transferred are not purchased by the Company, the Founder and/or the Assignee as provided in this **Article IX**, then the Seller may Transfer such securities not purchased by the Company, the Founder and/or Assignee to that Proposed Transferee on the terms and conditions set forth in the Transfer Notice and the Joinder, provided that such Transfer is consummated within thirty (30) days after the later of (a) the earlier of (1) the delivery of the Founder Notice indicating an intent not to fully exercise the Secondary Right of Refusal and (2) eighty (80) days after the Seller delivered the Transfer Notice to the Company and (b) the earlier of the delivery of (1) the Assignee Notice indicating an intent not to fully exercise the Assignee Right of Refusal, (2) an Assignment Notice indicating the Company's intent not to exercise its right of assignment and (3) one-hundred (100) days after the Seller delivered the Transfer Notice to the Company, and provided further that any such Transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee enters into the Joinder. If any securities described in the Transfer Notice are not Transferred to the Proposed Transferee within such period, or if the Seller proposes to change the price or other terms to make them more favorable to the Proposed Transferee, a new Transfer Notice shall be given to the Company, the Founder and the Assignee, and the Company, the Founder and the Assignee, if any, shall have a new Right of First Refusal, Secondary Right of Refusal, and Assignee Right of Refusal, respectively, before any Seller Shares may be Transferred.

(viii) Termination. The provisions of this **Article IX** shall automatically terminate upon effectiveness of the Company's initial public offering of its common stock pursuant to the Securities Act of 1933.

(vi) Transfer Void. Any Transfer of shares of the Company's capital stock, excluding the Class B Common Stock, not made in compliance with the requirements of this **Article IX** shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company.

(vii) Legend. All certificates evidencing securities of the Company, excluding the Class B Common Stock, shall bear the following legend or one substantially similar (in addition to any legend otherwise required):

THE SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL, SECONDARY RIGHT OF REFUSAL, AND ASSIGNEE RIGHT OF REFUSAL AS SET FORTH IN THE AMENDED AND RESTATED BYLAWS OF THE COMPANY. COPIES OF SUCH AMENDED AND RESTATED BYLAWS MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY.

ARTICLE X — AMENDMENTS

10.1 **Amendment.** These bylaws may be adopted, amended or repealed by the stockholders entitled to vote. However, the Company may, in its certificate of incorporation, confer the power to adopt, amend or repeal bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the stockholders of the power, nor limit their power to adopt, amend or repeal bylaws.

10.2 **Resolution of conflicts.** In the event of conflict between a decision by the majority of the outstanding stockholders and the Board of Directors, the holders of a majority of the then outstanding shares of the Company's Class B Common Stock, voting together as a single class, may stay the decision at hand for a period of up to thirty (30) days so as to reach a resolution.

ANNEX A

JOINDER AGREEMENT

By executing this counterpart signature page, the undersigned hereby agrees to be bound by and subject to all terms and conditions that apply to (i) a Holder under Sections 2.7 and 2.9, an Investor under Section 3.1, a Seller under Section 4, and a party under Sections 5.11 and 5.16 of the Company's Amended and Restated Investors' Rights Agreement, dated January 14, 2014, as amended, by and among the Company and the persons and entities listed on Exhibits A and B thereto (the "**IRA**"), (ii) a Voting Party under Sections 1, 2, 3, and 7(i) and a party under Sections 7(d) and 7(e) under the Company's Amended and Restated Voting Agreement, dated January 14, 2014, as amended, by and among the Company and the persons and entities listed on Exhibits A, B and C thereto (the "**Voting Agreement**") and (iii) Article IX of the Company's amended and restated bylaws, as amended (the "**Bylaws**").

For all purposes under the IRA and the Voting Agreement, the execution and delivery of this Joinder Agreement by the undersigned shall constitute the execution and delivery of a counterpart signature page to the IRA and Voting Agreement, and the undersigned shall have the rights and be subject to the obligations to extent provided hereunder, effective as of the date hereof.

IN WITNESS WHEREOF, the Joinder Agreement to the IRA, Voting Agreement and Bylaws has been executed by the undersigned as of the date set forth below.

JOINING PARTY:

Signature

Print Name


Date

THERANOS, INC.

CERTIFICATE OF ADOPTION OF BYLAWS

The undersigned hereby certifies that he or she is the duly elected, qualified and acting Secretary or Assistant Secretary of Theranos, Inc., a Delaware corporation (the "Company"), and that the foregoing bylaws, comprising 19 pages, were adopted as the Company's bylaws on January 14, 2014 by the Company's stockholders.

The undersigned has executed this Certificate as of January 21, 2014.



Elizabeth Holmes, Secretary

**Stock Purchase
Agreements**

THERANOS, INC.

SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT

This Series C-2 Preferred Stock Purchase Agreement (this "**Agreement**") is made by and among Theranos, Inc. a Delaware corporation (the "**Company**"), Elizabeth Holmes (the "**Stockholder Representative**"), and the persons and entities (each, an "**Investor**" and collectively, the "**Investors**") listed on the Schedule of Investors attached hereto as Exhibit A (the "**Schedule of Investors**"), except that certain Investors may not be listed on the Schedule of Investors pursuant to confidentiality agreements entered into between the Company and such Investors, as of February 7, 2014, but are nonetheless parties to this Agreement and referred to herein as Investors.

A. Pursuant to the Certificate of Designation of Series C-2 Preferred Stock, attached hereto as Exhibit B, (the "**Certificate of Designation**"), the Company is authorized to issue up to 11,764,706 shares of the Company's Series C-2 Preferred Stock (the "**Series C-2 Preferred**").

B. The Company wishes to sell and the Investors wish to purchase shares of the Series C-2 Preferred.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1

Authorization, Sale and Issuance of Series C-2 Preferred Stock

1.1 *Authorization.* The Company has authorized (a) the sale and issuance of up to 11,764,706 shares of Series C-2 Preferred (the "**Shares**"), having the rights, privileges, preferences and restrictions set forth in the Certificate of Designation and (b) the reservation of shares of the Company's Class A Common Stock, \$0.0001 par value per share (the "**Class A Common Stock**") for issuance upon conversion of the Shares (the "**Conversion Shares**").

1.2 *Sale and Issuance of Shares.* Subject to the terms and conditions of this Agreement, each Investor agrees, severally and not jointly, to purchase, and the Company agrees to sell and issue to each Investor, the number of Shares set forth in the column designated "Number of Series C-2 Shares" opposite such Investor's name on the Schedule of Investors or as set forth on such Investor's master signature page, at a cash purchase price of at least \$17.00 per share (as the case may be, the "**Purchase Price**"). The Company's agreement with each Investor is a separate agreement, and the sale and issuance of the Shares to each Investor is a separate sale and issuance.

SECTION 2

Closing Dates and Delivery

2.1 Closing.

(a) The purchase, sale and issuance of the Shares shall take place at one or more closings (each of which is referred to in this Agreement as a “Closing”). The initial Closing (the “Initial Closing”) shall take place at the offices of Theranos, Inc., 1601 S. California Avenue, Palo Alto, California 94304 at 5:00 p.m. local time on Monday, February 7, 2014.

(b) If less than all of the Shares are sold and issued at the Initial Closing, then, subject to the terms and conditions of this Agreement, the Company may sell and issue at one or more subsequent closings (each, a “Subsequent Closing”), held on or before February 28, 2014, up to the balance of the unissued Shares. Any such sale and issuance in a Subsequent Closing shall be on the same terms and conditions as those contained herein, and such persons or entities shall, upon execution and delivery of the relevant signature pages, become parties to, and be bound by, this Agreement, the Amended and Restated Investors’ Rights Agreement in substantially the form attached hereto as Exhibit C (the “Rights Agreement”), and the Amended and Restated Voting Agreement in substantially the form attached hereto as Exhibit D (the “Voting Agreement,” and together with this Agreement and the Rights Agreement, the “Agreements”), without the need for an amendment to any of the Agreements, and shall have the rights and obligations hereunder and thereunder, in each case as of the date of the applicable Subsequent Closing. Each Subsequent Closing shall take place at such date, time and place as shall be approved by the Company and the Investors representing a majority of the Shares to be sold in such Subsequent Closing.

2.2 *Delivery.* At each Closing, the Company will deliver to each Investor in such Closing a certificate registered in such Investor’s name representing the number of Shares that such Investor is purchasing in such Closing against payment of the purchase price therefor as set forth in the column designated “Purchase Price” opposite such Investor’s name on the Schedule of Investors, by (i) check payable to the Company, (ii) wire transfer in accordance with the Company’s instructions, (iii) cancellation of indebtedness or (iv) any combination of the foregoing. In the event that payment by an Investor is made, in whole or in part, by cancellation of indebtedness, then such Investor shall surrender to the Company for cancellation at the Closing any evidence of indebtedness or shall execute an instrument of cancellation in form and substance acceptable to the Company.

SECTION 3

Representations and Warranties of the Company

The Company hereby represents and warrants to the Investors as follows:

3.1 *Organization, Good Standing and Qualification.* The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has the requisite corporate power and authority to own and operate its properties and

assets, to carry on its business as presently conducted, to execute and deliver the Agreements, to issue and sell the Shares and the Conversion Shares and to perform its obligations pursuant to the Agreements, the amended and restated certificate of incorporation of the Company (the "**Restated Certificate**") and the Certificate of Designation. The Company is presently qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified could reasonably be expected to have a material adverse effect on the Company's business, assets (including intangible assets), liabilities, financial condition, properties or results of operations (a "**Material Adverse Effect**").

3.2 *Capitalization.* As of February 6, 2014, the authorized capital stock of the Company consisted of 725,000,000 shares of Class A Common Stock, of which approximately 51,344,390 shares were issued and outstanding, 250,658,055 shares of the Company's Class B Common Stock, \$0.0001 par value per share (the "**Class B Common Stock**"), all of which were issued and outstanding, and 225,000,000 shares of Preferred Stock, 46,320,045 of which were designated Series A Preferred Stock, all of which were issued and outstanding pursuant to that certain Series A Preferred Stock Financing dated December 17, 2004, January 21, 2005 and February 7, 2005 (the "**Series A Preferred**"), 54,162,965 of which were designated Series B Preferred Stock, all of which were issued and outstanding pursuant to that certain Series B Preferred Stock Financing dated February 3, 2006 (the "**Series B Preferred**"), 58,896,105 of which were designated Series C Preferred Stock, all of which were issued and outstanding pursuant to that certain Series C Preferred Stock Financing dated October 13, 2006, November 3, 2006, November 15, 2006 and December 12, 2006 (the "**Series C Preferred**"), and 43,000,005 of which were designated Series C-1 Preferred, 23,008,367 of which were issued and outstanding pursuant to that certain Series C-1 Preferred Stock Financing dated July 1, 2010, March 28, 2013 and January 14, 2014 (the "**Series C-1 Preferred**"). Upon the effectiveness of the Certificate of Designation, an additional 11,764,706 shares of authorized Preferred Stock will be designated as Series C-2 Preferred, none of which will be issued and outstanding. The Class A Common Stock, the Class B Common Stock, the Series A Preferred, the Series B Preferred, the Series C Preferred, the Series C-1 Preferred and the Series C-2 Preferred shall have the rights, preferences, privileges and restrictions set forth in the Restated Certificate and/or the Certificate of Designation.

(b) The outstanding shares have been duly authorized and validly issued in compliance with applicable laws (including applicable federal and state securities laws), and are fully paid and nonassessable.

(c) The Company has reserved:

(i) the Shares for issuance pursuant to this Agreement;

(ii) up to 33,333,335 shares of Series C-1 Preferred Stock for issuance pursuant to the Amended and Restated Series C-1 Stock Purchase Agreement at a purchase price of \$15 per share for sales and issuances at any subsequent closing held on or before January 14, 2014;

(iii) a sufficient number of shares of Class A Common Stock (as may be adjusted in accordance with the provisions of the Restated Certificate and the Certificate of Designation) for issuance upon conversion of the Shares;

(iv) 225,252,942 shares of Class A Common Stock authorized for issuance to employees, consultants and directors pursuant to its 2004 Stock Plan, under which options to purchase approximately 10,906,747 shares of the Company's Class A Common Stock were issued and outstanding as of February 6, 2014;

(v) 15,000,000 shares of Class A Common Stock authorized for issuance to employees, consultants and directors pursuant to its 2013 Stock Incentive Plan, under which no options to purchase shares of the Company's Class A Common Stock were issued and outstanding as of February 6, 2014;

(vi) 741,665 shares of Class A Common Stock for issuance upon exercise of warrants to purchase the Company's Class A Common Stock; and

(vii) 9,666,670 shares of Series C-1 Preferred Stock for issuance upon conversion of notes convertible into shares of Series C-1 Preferred Stock.

(d) All issued and outstanding shares of the Company's Class A Common Stock and Preferred Stock (i) have been duly authorized and validly issued and are fully paid and nonassessable and have been approved by all requisite stockholder action, and (ii) were issued in compliance with all applicable state and federal laws concerning the issuance of securities.

(e) The Shares, when issued and delivered and paid for in compliance with the provisions of this Agreement will be validly issued, fully paid and nonassessable. The Conversion Shares have been duly and validly reserved and, when issued in compliance with the provisions of this Agreement, the Restated Certificate, the Certificate of Designation and applicable law, will be validly issued, fully paid and nonassessable. The Shares and the Conversion Shares will be free of any liens or encumbrances, other than any liens or encumbrances created by or imposed upon the Investors; provided, however, that the Shares and the Conversion Shares are subject to restrictions on transfer under U.S. state and/or federal securities laws and as set forth herein and in the Rights Agreement and the Company's Bylaws and to certain redemption rights in favor of the Company as set forth in the Restated Certificate (including the Certificate of Designation) and Bylaws.

(f) Except for the conversion privileges of the Series A Preferred, Series B Preferred, Series C Preferred, Series C-1 Preferred and Series C-2 Preferred, the rights provided pursuant to the Rights Agreement, the convertible promissory notes issued in conjunction with the Series C-1 Preferred, as otherwise described in this Agreement, there are no options, warrants or other rights to purchase any of the Company's authorized and unissued capital stock.

3.3 *Authorization.* All corporate action on the part of the Company and its directors, officers and stockholders necessary for the authorization and filing of the Restated Certificate and the Certificate of Designation, the authorization, execution and delivery of the Agreements by the

Company, the authorization, sale, issuance and delivery of the Shares and the Conversion Shares, and the performance of all of the Company's obligations under the Agreements has been taken or will be taken prior to the Initial Closing. The Agreements, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except (i) as limited by laws of general application relating to bankruptcy, insolvency and the relief of debtors, (ii) as limited by rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity, and (iii) to the extent the indemnification provisions contained in the Rights Agreement may further be limited by applicable laws and principles of public policy.

3.4 *Intellectual Property.*

(a) Rights. To the knowledge of the Company's executive officers (the "Company's Knowledge"), the Company owns or possesses or can obtain on commercially reasonable terms sufficient legal rights to all patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses (software or otherwise), information, processes and other proprietary rights ("**Intellectual Property**") necessary to the business of the Company as presently conducted. To the Company's Knowledge, the Company by operating its business as currently proposed to be conducted will not violate or infringe any patent or trademark rights of any other person that are necessary for conducting the business of the Company as presently contemplated.

(b) Proprietary Information and Invention Assignment. The Company's current practice is to require each current and former employee and consultant of the Company to execute a confidential information and invention assignment agreement. To the Company's Knowledge, no employee has excluded any inventions or intellectual property from assignment to the Company under such confidential information and invention assignment agreement other than certain intellectual property created by certain employees prior to joining the Company. To the Company's Knowledge, no current employee or consultant of the Company is obligated under any agreement (including licenses, covenants or commitments of any nature) or subject to any judgment, decree or order of any court or administrative agency, or any other restriction that would interfere with the use of his or her best efforts to carry out his or her duties for the Company or to promote the interests of the Company or that would conflict with the Company's business as currently conducted. To the Company's Knowledge, it is not presently nor will it be necessary to utilize any inventions of any existing employees of the Company made prior to their employment by the Company.

3.5 *Compliance with Other Instruments.* The Company is not in violation of any material term of its Restated Certificate (including the Certificate of Designation) or Bylaws, each as amended to date. To the Company's knowledge, the Company is not in violation of any material federal or state statute, rule or regulation applicable to the Company. The execution and delivery of the Agreements by the Company, the performance by the Company of its obligations pursuant to the Agreements, and the issuance of the Shares and the Conversion Shares, will not result in any violation of, or conflict with, or constitute a default under, the Restated Certificate (including the Certificate of Designation) or Bylaws, each as amended to date, nor, to the Company's knowledge, will it result in any material violation of, or materially conflict with, or constitute a material default

under any of its material agreements, nor, to the Company's knowledge, will it result in the creation of any material mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company.

3.6 *Governmental Consent.* No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement, or the offer, sale or issuance of the Shares and the Conversion Shares, or the consummation of any other transaction contemplated by this Agreement, except (i) the filing of the Certificate of Designation with the office of the Secretary of State of the State of Delaware, (ii) the filing of such notices as may be required under the Securities Act of 1933, as amended (the "**Securities Act**") and (iii) such filings as may be required under applicable state securities laws.

3.7 *Offering.* Subject to the accuracy of the Investors' representations and warranties in Section 4, the offer, sale and issuance of the Shares to be issued in conformity with the terms of this Agreement and the issuance of the Conversion Shares, constitute transactions exempt from the registration requirements of Section 5 of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

3.8 *Registration Rights.* Except as set forth in the Rights Agreement, the Company is presently not under any obligation and has not granted any rights to register under the Securities Act any of its presently outstanding securities or any of its securities that may hereafter be issued.

3.9 *Brokers or Finders.* The Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by the Company, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any of the transactions contemplated hereby.

3.10 *Employees.* To the Company's knowledge, there are no strike, labor dispute or union organization activities pending or threatened between it and its employees. To the Company's knowledge, none of its employees belongs to any union or collective bargaining unit.

SECTION 4

Representations and Warranties of the Investors

Each Investor hereby, severally and not jointly, represents and warrants to the Company as follows:

4.1 *No Registration.* Such Investor understands that the Shares and the Conversion Shares, have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto.

4.2 *Investment Intent.* Such Investor is acquiring the Shares and the Conversion Shares for investment for its own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Such Investor further represents that it does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participation to such person or entity or to any third person or entity with respect to any of the Shares or the Conversion Shares.

4.3 *Investment Experience.* Such Investor, or its purchaser representative, within the meaning of Regulation D, Rule 501(h), promulgated by the Securities and Exchange Commission (its "**Purchaser Representative**"), has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company and acknowledges that such Investor or its Purchaser Representative can protect its own interests. Such Investor or its Purchaser Representative has such knowledge and experience in financial and business matters so that such Investor or its Purchaser Representative is capable of evaluating the merits and risks of its investment in the Company.

4.4 *Speculative Nature of Investment.* Such Investor understands and acknowledges that the Company has a limited financial and operating history and that an investment in the Company is highly speculative and involves substantial risks. Such Investor can bear the economic risk of such Investor's investment and is able, without impairing such Investor's financial condition, to hold the Shares and the Conversion Shares for an indefinite period of time and to suffer a complete loss of such Investor's investment.

4.5 *Access to Data.* Such Investor has had an opportunity to ask questions of, and receive answers from, the officers of the Company concerning the Agreements, the exhibits and schedules attached hereto and thereto and the transactions contemplated by the Agreements, as well as the Company's business, management and financial affairs, which questions were answered to its satisfaction. Such Investor believes that it has received all the information such Investor considers necessary or appropriate for deciding whether to purchase the Shares and Conversion Shares. Such Investor understands that such discussions, as well as any information issued by the Company, were intended to describe certain aspects of the Company's business and prospects, but were not necessarily a thorough or exhaustive description. Such Investor acknowledges that any business plans prepared by the Company have been, and continue to be, subject to change and that any projections included in such business plans or otherwise are necessarily speculative in nature, and it can be expected that some or all of the assumptions underlying the projections will not materialize or will vary significantly from actual results. Such Investor also acknowledges that it is relying solely on its own counsel and not on any statements or representations of the Company or its agents for legal advice with respect to this investment or the transactions contemplated by the Agreements. Nothing in this Section 4.5 shall be deemed to limit or modify the Company's representations in Section 3.

4.6 *Accredited Investor.* The Investor is an "accredited investor" within the meaning of Regulation D, Rule 501(a), promulgated by the Securities and Exchange Commission under the

Securities Act and shall submit to the Company such further assurances of such status as may be reasonably requested by the Company.

4.7 *Residency.* The residency of the Investor (or, in the case of a partnership or corporation, such entity's principal place of business) is correctly set forth on the Schedule of Investors.

4.8 *Rule 144.* Such Investor acknowledges that the Shares and the Conversion Shares must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available. Such Investor is aware of the provisions of Rule 144 promulgated under the Securities Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including among other things, the existence of a public market for the shares, the availability of certain current public information about the Company, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of shares being sold during any three-month period not exceeding specified limitations. Such Investor understands that the current public information referred to above is not now available and the Company has no present plans to make such information available. Such Investor acknowledges and understands that notwithstanding any obligation under the Rights Agreement, the Company may not be satisfying the current public information requirement of Rule 144 at the time the Investor wishes to sell the Shares or the Conversion Shares, and that, in such event, the Investor may be precluded from selling such securities under Rule 144, even if the other requirements of Rule 144 have been satisfied. Such Investor acknowledges that, in the event all of the requirements of Rule 144 are not met, registration under the Securities Act or an exemption from registration will be required for any disposition of the Shares or the underlying Class A Common Stock. Such Investor understands that, although Rule 144 is not exclusive, the Securities and Exchange Commission has expressed its opinion that persons proposing to sell restricted securities received in a private offering other than in a registered offering or pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales and that such persons and the brokers who participate in the transactions do so at their own risk.

4.9 *No Public Market.* Such Investor understands and acknowledges that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

4.10 *Authorization.*

(a) Such Investor has all requisite power and authority to execute and deliver the Agreements, to purchase the Shares hereunder and to carry out and perform its obligations under the terms of the Agreements. All action on the part of the Investor necessary for the authorization, execution, delivery and performance of the Agreements, and the performance of all of the Investor's obligations under the Agreements, has been taken or will be taken prior to the Closing.

(b) The Agreements, when executed and delivered by the Investor, will constitute valid and legally binding obligations of the Investor, enforceable in accordance with their terms except: (i) to the extent that the indemnification provisions contained in the Rights Agreement may be limited by applicable law and principles of public policy, (ii) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and (iii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies or by general principles of equity.

(c) No consent, approval, authorization, order, filing, registration or qualification of or with any court, governmental authority or third person is required to be obtained by the Investor in connection with the execution and delivery of the Agreements by the Investor or the performance of the Investor's obligations hereunder or thereunder.

4.11 *Brokers or Finders.* Such Investor has not engaged any brokers, finders or agents, and neither the Company nor any other Investor has, nor will, incur, directly or indirectly, as a result of any action taken by the Investor, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Agreements.

4.12 *Tax Advisors.* Such Investor has reviewed with its own tax advisors the U.S. federal, state, local and foreign tax consequences of this investment and the transactions contemplated by the Agreements. With respect to such matters, such Investor relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. The Investor understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by the Agreements.

4.13 *Legends.* Such Investor understands and agrees that the certificates evidencing the Shares or the Conversion Shares, or any other securities issued in respect of the Shares or the Conversion Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend (in addition to any legend required by the Rights Agreement or under applicable state securities laws):

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS (SUBJECT TO EXTENSION) IN THE EVENT OF A PUBLIC OFFERING, AND A RIGHT OF FIRST REFUSAL IN FAVOR OF THE ISSUER, AS SET FORTH IN AN INVESTOR RIGHTS AGREEMENT AND THE BYLAWS, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A MANDATORY REDEMPTION RIGHT IN FAVOR OF THE ISSUER AS SET FORTH IN THE ISSUER'S AMENDED AND RESTATED CERTIFICATE OF INCORPORATION (INCLUDING THE CERTIFICATE OF DESIGNATION OF SERIES C-2 PREFERRED STOCK) AND BYLAWS, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER."

4.14 *Investment Representations, Warranties and Covenants by Non-U.S. Persons.* Each Investor who is a Non-U.S. person (as that term is defined in Section 4.14(c) of this Agreement) hereby represents and warrants to the Company as follows:

(a) This Agreement is made by the Company with such Investor who is a Non-U.S. person in reliance upon such Non-U.S. person's representations, warranties and covenants made in this Section 4.14.

(b) Such Non-U.S. person has been advised and acknowledges that:

(i) the Shares and the Conversion Shares have not been, and when issued, will not be registered under the Securities Act, the securities laws of any state of the United States or the securities laws of any other country;

(ii) in issuing and selling the Shares and the Conversion Shares to such Non-U.S. person pursuant hereto, the Company is relying upon the "safe harbor" provided by Regulation S and/or on Section 4(2) under the Securities Act;

(iii) it is a condition to the availability of the Regulation S "safe harbor" that the Shares and the Conversion Shares not be offered or sold in the United States or to a U.S. person until the expiration of a period of one year following the Closing Date; and

(iv) notwithstanding the foregoing, prior to the expiration of one year after the Closing (the "Restricted Period"), the Shares and the Conversion Shares may be offered and sold by the holder thereof only if such offer and sale is made in compliance with the terms of this Agreement and either: (A) if the offer or sale is within the United States or to or for the account of a U.S. person (as such terms are defined in Regulation S), the securities are offered and sold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act or pursuant to

an exemption from the registration requirements of the Securities Act; or (B) the offer and sale is outside the United States and to other than a U.S. person.

(c) As used herein, the term “**United States**” means and includes the United States of America, its territories and possessions, any State of the United States, and the District of Columbia, and the term “**U.S. person**” (as defined in Regulation S) means:

- (i) a natural person resident in the United States;
- (ii) any partnership or corporation organized or incorporated under the laws of the United States;
- (iii) any estate of which any executor or administrator is a U.S. person;
- (iv) any trust of which any trustee is a U.S. person;
- (v) any agency or branch of a foreign entity located in the United States;
- (vi) any nondiscretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (vii) any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated and (if an individual) resident in the United States; and
- (viii) a corporation or partnership organized under the laws of any foreign jurisdiction and formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) under the Securities Act) who are not natural persons, estates or trusts.

As used herein, the term “**Non-U.S. person**” means any person who is not a U.S. person or is deemed not to be a U.S. person under Rule 902(k)(2) of the Securities Act.

(d) Such Non-U.S. person agrees that with respect to the Shares and the Conversion Shares until the expiration of the Restricted Period:

- (i) such Non-U.S. person, its agents or its representatives have not and will not solicit offers to buy, offer for sale or sell any of the Shares and the Conversion Shares, or any beneficial interest therein in the United States or to or for the account of a U.S. person during the Restricted Period; and
- (ii) notwithstanding the foregoing, prior to the expiration of the Restricted Period, the Shares and the Conversion Shares may be offered and sold by the holder thereof only if such offer and sale is made in compliance with the terms of this Agreement and either: (A) if the offer or sale is within the United States or to or for the account of a U.S. person (as such terms are

defined in Regulation S), the securities are offered and sold pursuant to an effective registration statement or pursuant to Rule 144 under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act; or (B) the offer and sale is outside the United States and to other than a U.S. person; and

(iii) such Non-U.S. person shall not engage in hedging transactions with regard to the Shares and the Conversion Shares unless in compliance with the Securities Act.

The foregoing restrictions are binding upon subsequent transferees of the Shares and the Conversion Shares, except for transferees pursuant to an effective registration statement. Such Non-U.S. person agrees that after the Restricted Period, the Shares and the Conversion Shares may be offered or sold within the United States or to or for the account of a U.S. person only pursuant to applicable securities laws.

(e) Such Non-U.S. person has not engaged, nor is it aware that any party has engaged, and such Non-U.S. person will not engage or cause any third party to engage, in any directed selling efforts (as such term is defined in Regulation S) in the United States with respect to the Shares and the Conversion Shares.

(f) Such Non-U.S. person: (i) is domiciled and has its principal place of business outside the United States; (ii) certifies it is not a U.S. person and is not acquiring the Shares or the Conversion Shares for the account or benefit of any U.S. person; and (iii) at the time of the Closing Date, the Non-U.S. person or persons acting on Non-U.S. person's behalf in connection therewith will be located outside the United States.

(g) At the time of offering to such Non-U.S. person and communication of such Non-U.S. person's order to purchase the Shares or the Conversion Shares and at the time of such Non-U.S. Person's execution of this Agreement, the Non-U.S. person or persons acting on Non-U.S. person's behalf in connection therewith were located outside the United States.

(h) Such Non-U.S. person is not a "distributor" (as defined in Regulation S) or a "dealer" (as defined in the Securities Act).

(i) Such Non-U.S. person acknowledges that the Company shall make a notation in its stock books regarding the restrictions on transfer set forth in this Section 4.14 and shall transfer such shares on the books of the Company only to the extent consistent therewith.

In particular, such Non-U.S. person acknowledges that the Company shall refuse to register any transfer of the Shares or the Conversion Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act or pursuant to an available exemption from registration.

(j) Such Investor understands and agrees that each certificate held by such Non-U.S. person representing the Shares or the Conversion Shares, or any other securities issued in respect of the Shares or any the Conversion Shares upon conversion thereof upon any stock split,

stock dividend, recapitalization, merger, consolidation or similar event, shall bear the following legend (in addition to any legend required by this Agreement, by Sections 417 and 418 of the California Corporations Code or under applicable state securities laws):

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS PROMULGATED UNDER THE SECURITIES ACT, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION. HEDGING TRANSACTIONS INVOLVING THE SHARES REPRESENTED HEREBY MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THIS CERTIFICATE MUST BE SURRENDERED TO THE COMPANY OR ITS TRANSFER AGENT AS A CONDITION PRECEDENT TO THE SALE, PLEDGE, HYPOTHECATION OR ANY OTHER TRANSFER OF ANY INTEREST IN ANY OF THE SHARES REPRESENTED BY THIS CERTIFICATE.

4.15 *Representations by Non-U.S. Persons.* If an Investor is not a U.S. person, such Investor hereby represents that such Investor is satisfied as to the full observance of the laws of such Investor's jurisdiction in connection with any invitation to subscribe for the Shares and the Conversion Shares or any use of the Agreements, including (i) the legal requirements within such Investor's jurisdiction for the purchase of Shares and the Conversion Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of such securities. Such Investor's subscription and payment for, and such Investor's continued beneficial ownership of, the Shares and the Conversion Shares will not violate any applicable securities or other laws of such Investor's jurisdiction.

SECTION 5

Conditions to Investors' Obligations to Close

Each Investor's obligation to purchase the Shares at a Closing is subject to the fulfillment on or before the Closing of each of the following conditions, unless waived in writing by the applicable Investor purchasing the Shares in such Closing:

5.1 *Representations and Warranties.* With respect to the Initial Closing and any Subsequent Closing, the representations and warranties made by the Company in Section 3 of this Agreement shall be true and correct in all material respects as of the date of such closing.

5.2 *Covenants.* All covenants, agreements and conditions contained in this Agreement to be performed by the Company on or prior to the Initial Closing shall have been performed or complied with by it on or before the Initial Closing.

5.3 *Blue Sky.* The Company shall have obtained all necessary Blue Sky law permits and qualifications, or have the availability of exemptions therefrom, required by any state for the offer and sale of the Shares and the Conversion Shares.

5.4 *Certificate of Designation.* The Certificate of Designation shall have been duly authorized, executed and filed with and accepted by the Secretary of State of the State of Delaware.

5.5 *Rights Agreement.* The Company and Holders of a majority of the combined voting power of the Registrable Securities (as defined in the Rights Agreement) (on an as-converted to Class A Common Stock basis) and Class B Common Stock, voting together as a single class, shall have executed and delivered the Rights Agreement.

5.6 *Voting Agreement.* The Company, the Founder, and holders of a majority of the aggregate voting power of the Voting Parties (each as defined in the Voting Agreement) shall have executed and delivered the Voting Agreement.

5.7 *Proceedings and Documents.* All corporate and other proceedings required to carry out the transactions contemplated by this Agreement, and all instruments and other documents relating to such transactions, shall be reasonably satisfactory in form and substance to the Investors, and the Investors shall have been furnished with such instruments and documents as they shall have reasonably requested.

5.8 *Consents and Waivers.* The Company shall have obtained any and all consents, permits and waivers necessary or appropriate for the performance by the Company of its obligations pursuant to the Agreements.

SECTION 6

Conditions to Company's Obligation to Close

The Company's obligation to sell and issue the Shares at each Closing is subject to the fulfillment on or before such Closing of the following conditions, unless waived in writing by the Company:

6.1 *Representations and Warranties.* The representations and warranties made by the Investors in such Closing in Section 4 shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the date of such Closing.

6.2 *Covenants.* All covenants, agreements and conditions contained in the Agreements to be performed by Investors on or prior to the date of such Closing shall have been performed or complied with as of the date of such Closing.

6.3 *Compliance with Securities Laws.* The Company shall be satisfied that the offer and sale of the Shares and the Conversion Shares shall be qualified or exempt from registration or qualification under all applicable federal and state securities laws (including receipt by the Company of all necessary blue sky law permits and qualifications required by any state, if any).

6.4 *Certificate of Designation.* The Certificate of Designation shall have been duly authorized, executed and filed with and accepted by the Secretary of State of the State of Delaware.

6.5 *Rights Agreement.* The Company and Holders of a majority of the combined voting power of the Registrable Securities (as defined in the Rights Agreement) (on an as-converted to Class A Common Stock basis) and Class B Common Stock, voting together as a single class, shall have executed and delivered the Rights Agreement.

6.6 *Voting Agreement.* The Company, the Founder, and holders of a majority of the aggregate voting power of the Voting Parties (each as defined in the Voting Agreement) shall have executed and delivered the Voting Agreement.

6.7 *Proceedings and Documents.* All corporate and other proceedings required to carry out the transactions contemplated by this Agreement, and all instruments and other documents relating to such transactions, shall be reasonably satisfactory in form and substance to the Company, and the Company shall have been furnished with such instruments and documents as they shall have reasonably requested.

SECTION 7

Miscellaneous

7.1 *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Stockholder Representative; provided, however, that Investors purchasing shares in a Closing after the Initial Closing may become parties to this Agreement in accordance with **Section 2.1** without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Investor. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted or exchanged or for which such securities have been exercised) and each future holder of all such securities. Each Investor acknowledges that by the operation of this paragraph, the Stockholder Representative will have the right and power to diminish or eliminate all rights of such Investor under this Agreement.

7.2 *Notices.* All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, at the Investor's address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

(b) if to any other holder of any Shares or Conversion Shares, at such address as shown in the Company's records, or, until any such holder so furnishes an address to the Company, then to and at the address of the last holder of such Shares or Conversion Shares for which the Company has contact information in its records; or

(c) if to the Company, one copy should be sent to each of Elizabeth Holmes and Valeska Pederson Hintz, Theranos, Inc. 1601 S. California Avenue, Palo Alto, CA 94304, or at such other address as the Company shall have furnished to the Investors, with copies to Katharine A. Martin, Wilson Sonsini Goodrich & Rosati, 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid.

7.3 *Governing Law.* This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

7.4 *Brokers or Finders.* The Company shall indemnify and hold harmless each Investor from any liability for any commission or compensation in the nature of a brokerage or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which such Investor or any of its constituent partners, members, officers, directors, employees or representatives is responsible to the extent such liability is attributable to any inaccuracy or breach of the representations and warranties contained in **Section 3.16**, and each Investor agrees to indemnify and hold harmless the Company and each other Investor from any liability for any commission or compensation in the nature of a brokerage or finder's fee or agent's commission (and the costs and expenses of defending against such liability or asserted liability) for which the Company, any other Investor or any of their constituent partners, members, officers, directors, employees or representatives is responsible to the extent such liability is attributable to any inaccuracy or breach of the representations and warranties contained in **Section 4.11**.

7.5 *Expenses.* The Company and the Investors shall each pay their own expenses in connection with the transactions contemplated by this Agreement.

7.6 *Survival.* The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party hereto and the closing of the transactions contemplated hereby.

7.7 *Successors and Assigns.* This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

7.8 *Entire Agreement.* This Agreement, including the exhibits attached hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and supersede any prior agreements or understandings with respect to the subject matter hereof.

7.9 *Delays or Omissions.* Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to 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-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in 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. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

7.10 *California Corporate Securities Law.* THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102, OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

7.11 *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

7.12 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

7.13 *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

7.14 *Jurisdiction; Venue.* Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (and if the Delaware Court of Chancery is unavailable, any state or federal court sitting in Wilmington, Delaware), as well as to the jurisdiction of all courts to which an appeal may be taken therefrom, in any suit, action, or proceeding arising out of or relating to this Agreement. Each of the parties to this Agreement waives any defense of lack of personal jurisdiction or inconvenient forum to any suit, action, or proceeding brought in accordance with this paragraph. Each of the parties to this Agreement agrees to waive any bond, surety, or other security that might be required of any other party with respect to any such suit, action, or proceeding, including any appeal thereof. Each of the parties to this Agreement agrees to accept service of process by certified mail, return receipt requested, addressed to such party at the address set forth in Section 7.2 hereof; provided, that nothing in this paragraph shall affect the right of any party to serve process in any other manner permitted by law. EACH OF THE PARTIES TO THIS AGREEMENT OTHER THAN THE COMPANY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

7.15 *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to effectuate the terms and conditions of this Agreement.

7.16 *Attorney's Fees.* In the event that any suit or action is instituted to enforce any provisions in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

7.17 *Waiver of Potential Conflicts of Interest.* Each of the Investors and the Company acknowledges that Wilson Sonsini Goodrich & Rosati, Professional Corporation ("WSGR") may have represented and may currently represent certain of the Investors. In the course of such representation, WSGR may have come into possession of confidential information relating to such Investors. Each of the Investors and the Company acknowledges that WSGR is representing only the Company in this transaction. Each of the Investors and the Company understands that an affiliate of WSGR may also be an Investor under this Agreement. Pursuant to Rule 3-310 of the Rules of Professional Conduct promulgated by the State Bar of California, an attorney must avoid representations in which the attorney has or had a relationship with another party interested in the representation without the informed written consent of all parties affected. By executing this Agreement, each of the Investors and the Company hereby waives any actual or potential conflict of

interest which may arise as a result of WSGR's representation of such persons and entities, WSGR's possession of such confidential information and the participation by WSGR's affiliate in the financing. Each of the Investors and the Company represents that it has had the opportunity to consult with independent counsel concerning the giving of this waiver.

[SIGNATURE PAGES TO FOLLOW]

Theranos Confidential

The parties are signing this Series C-2 Preferred Stock Purchase Agreement as of the date stated in the introductory clause.

THERANOS, INC.
a Delaware corporation

By: _____
Elizabeth Holmes, Chief Executive Officer

SHAREHOLDER REPRESENTATIVE

By: _____
Elizabeth Holmes

[SIGNATURE PAGE TO SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT]

The parties are signing this Series C-2 Preferred Stock Purchase Agreement as of the date stated in the introductory clause.

INVESTORS

Master Signature Pages of the Investors listed on the Schedule of Investors have been intentionally withheld per confidentiality agreements with the Company.

[SIGNATURE PAGE TO SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT]

EXHIBIT A

SCHEDULE OF INVESTORS

Investors not listed per confidentiality agreements with the Company.

EXHIBIT B

CERTIFICATE OF DESIGNATION OF SERIES C-2 PREFERRED STOCK

EXHIBIT C

AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

EXHIBIT D

AMENDED AND RESTATED VOTING AGREEMENT

THERANOS, INC.
AMENDMENT NO. 2 TO THE SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT

This Amendment No. 2 (this "*Amendment*") to the Series C-2 Preferred Stock Purchase Agreement, dated February 7, 2014, as amended (the "*Purchase Agreement*"), is dated as of July , 2014 and entered into by and among Theranos, Inc., a Delaware corporation (the "*Company*"), Elizabeth Holmes (the "*Stockholder Representative*"), and the persons and entities listed on Exhibit A to the Purchase Agreement (each, an "*Investor*"), except that certain Investors may not be listed on Exhibit A to the Purchase Agreement pursuant to confidentiality agreements entered into between the Company and such Investors. The Company and the Investors are collectively referred to herein as the "*Parties*." All capitalized terms used but not otherwise defined herein shall have the meanings set forth for such terms in the Purchase Agreement.

RECITALS

WHEREAS, the Parties entered into the Purchase Agreement in connection with the sale and issuance of up to 11,764,706 shares of the Company's Series C-2 Preferred Stock (the "*Shares*") at a per share purchase price of \$17.00 (the "*Series C-2 Financing*");

WHEREAS, certain investors (the "*Extension Investors*") intend to make additional investments in Subsequent Closings of the Series C-2 Financing (the "*Series C-2 Extension*") to occur on or prior to December 31, 2014;

WHEREAS, in order to allow the Extension Investors to invest in the Series C-2 Extension, the Extension Investors require that the Company and the Stockholder Representative amend the Purchase Agreement to extend the deadline for the Subsequent Closing period beyond May 30, 2014;

WHEREAS, the Parties desire to extend the deadline for consummating the Subsequent Closings until December 31, 2014;

WHEREAS, Section 7.1 of the Purchase Agreement provides that any term of the Purchase Agreement may be amended with the written consent of the Company and the Stockholder Representative; and

WHEREAS, the Company and the Stockholder Representative constitute the parties necessary to amend the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties hereto agree as follows:

1. Section 2.1(b) is hereby amended and restated in its entirety as follows:

"If less than all of the Shares are sold and issued at the Initial Closing, then, subject to the terms and conditions of this Agreement, the Company may sell and issue at one or more subsequent closings (each, a "**Subsequent Closing**"), held on or before December 31, 2014, up to the balance of the unissued Shares. Any such sale and issuance in a Subsequent Closing shall be on the same terms and conditions as those contained herein, and such persons or entities shall, upon execution and delivery of the relevant signature pages, become parties to, and be bound by, this Agreement, the Amended and Restated Investors' Rights Agreement in substantially the form attached hereto as Exhibit C (the "**Rights Agreement**"), and the Amended and Restated Voting Agreement in substantially the form attached hereto as Exhibit D (the "**Voting Agreement**,"

and together with this Agreement and the Rights Agreement, the “**Agreements**”), without the need for an amendment to any of the Agreements, and shall have the rights and obligations hereunder and thereunder, in each case as of the date of the applicable Subsequent Closing. Each Subsequent Closing shall take place at such date, time and place as shall be approved by the Company and the Investors representing a majority of the Shares to be sold in such Subsequent Closing.”

2. Exhibit A. Exhibit A to the Purchase Agreement is hereby supplemented as set forth on each Master Signature Page executed by an Extension Investor.

3. Representations and Warranties. Each Purchaser hereby represents and warrants that all of the representations and warranties of the Purchaser contained in Section 4 of the Purchase Agreement are true and correct on the date hereof.

4. Definition of Purchase Agreement. The Parties hereby acknowledge and agree that the definition of the “Purchase Agreement” set forth in the Rights Agreement and the Voting Agreement and of the “Agreement” set forth in the Purchase Agreement shall mean the Purchase Agreement, as amended by this Amendment and as amended from time to time after the date hereof.

5. No Other Amendments. Except as specifically provided in this Amendment, the terms and conditions of the Purchase Agreement shall be unmodified and shall remain in full force and effect.

6. Miscellaneous. This Amendment (including all exhibits hereto) and the Purchase Agreement (including all exhibits thereto) constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. This Amendment may be executed in any number of counterparts and by facsimile signature, each of which when so executed and delivered will be deemed an original and all of which together shall constitute one and the same instrument.

* * * * *

The parties are signing this Amendment No. 2 to the Series C-2 Preferred Stock Purchase Agreement as of the date stated in the introductory clause.

COMPANY

THERANOS, INC.
a Delaware corporation

By: _____
Elizabeth Holmes, Chief Executive Officer

STOCKHOLDER REPRESENTATIVE

By: _____
Elizabeth Holmes

**[SIGNATURE PAGE TO AMENDMENT NO. 2 TO THE
SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT]**

The parties are signing this Amendment No. 2 to the Series C-2 Preferred Stock Purchase Agreement as of the date stated in the introductory clause.

INVESTORS

Master Signature Pages of the Investors listed on the Schedule of Investors have been intentionally withheld per confidentiality agreements with the Company.

**[SIGNATURE PAGE TO AMENDMENT NO. 2 TO THE
SERIES C-2 PREFERRED STOCK PURCHASE AGREEMENT]**



**Signature Page for Theranos
Equity Documents**

Theranos Confidential

THERANOS CONFIDENTIAL

STOCKHOLDER CONFIDENTIALITY AGREEMENT

Ladies and Gentlemen:

In consideration for the sale by Theranos, Inc., a Delaware company (the "*Company*"), of shares of its Series C-2 Preferred Stock to the undersigned ("*Stockholder*") pursuant to the Series C-2 Preferred Stock Purchase Agreement, dated February 7, 2014 (the "*Purchase Agreement*"), the Company and Stockholder agree to the terms and obligations of this Stockholder Confidentiality Agreement, dated as of the date hereof. Terms used herein but not defined shall have the meanings assigned to them in the Purchase Agreement.

Stockholder acknowledges that Investors purchasing shares pursuant to the Purchase Agreement and other existing stockholders of the Company party to certain of the Agreements may wish to remain anonymous. Stockholder agrees that the Company has no obligation to provide Stockholder with certain exhibits to the Agreements, including the Schedule of Investors, in order to maintain the anonymity of Investors and other stockholders of the Company.

Stockholder further acknowledges that by entering into the Agreements, it agrees to be bound by the terms and obligations of such Agreements, notwithstanding the fact that Stockholder was not provided with all exhibits to the Agreements. The Company represents and warrants to Stockholder that the excluded exhibits to the Agreements do not contain any obligations by Stockholder.

Sincerely,

THERANOS, INC.



Elizabeth Holmes, Chief Executive Officer

**Investor Rights
Agreements**

THERANOS, INC.

**AMENDED AND RESTATED
INVESTORS' RIGHTS AGREEMENT**

February 7, 2014

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THERANOS, INC.
AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT

This Amended and Restated Investors' Rights Agreement (this "**Agreement**") is made as of February 7, 2014, by and among Theranos, Inc., a Delaware corporation (the "**Company**"), the persons and entities (each, a "**Series C-2 Investor**" and collectively, the "**Series C-2 Investors**") listed on Exhibit A hereto and the persons and entities (each, a "**Prior Investor**" and collectively, the "**Prior Investors**") listed on Exhibit B hereto, and Elizabeth Holmes. The Series C-2 Investors and the Prior Investors are referred to herein collectively as the "**Investors.**" Unless otherwise defined herein, capitalized terms used in this Agreement have the meanings ascribed to them in **Section 1.**

RECITALS

WHEREAS, the Company, the Prior Investors and Elizabeth Holmes are parties to that certain Amended and Restated Investors' Rights Agreement, dated as of January 14, 2014 (the "**Prior Agreement**").

WHEREAS, the Series C-2 Investors are parties to the Series C-2 Preferred Stock Purchase Agreement of even date herewith, among the Company and the Series C-2 Investors listed on the Schedule of Investors thereto (the "**Series C-2 Purchase Agreement**"), and it is a condition to the closing of the sale of the Series C-2 Preferred Stock to the Series C-2 Investors listed on such Schedule of Investors that the Series C-2 Investors and the Company execute and deliver this Agreement.

WHEREAS, the undersigned Company, certain of the Prior Investors and Elizabeth Holmes desire to amend and restate the Prior Agreement to add Series C-2 Investors as parties and amend and restate the terms of the Prior Agreement.

NOW, THEREFORE: In consideration of the mutual promises and covenants set forth herein, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1
Definitions

1.1 *Certain Definitions.* As used in this Agreement, the following terms shall have the meanings set forth below:

(a) "**Certificate of Designation**" means the Certificate of Designation of Series C-2 Preferred Stock.

(b) "**Class A Common Stock**" means the Class A Common Stock of the Company.

(c) “**Class B Common Stock**” means the Class B Common Stock of the Company.

(d) “**Commission**” shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(e) “**Common Stock**” means the Class A Common Stock and Class B Common Stock.

(f) “**Conversion Stock**” shall mean shares of Class A Common Stock issued upon conversion of the Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock and Series C-2 Preferred Stock held by the Investors.

(g) “**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(h) “**Holder**” shall mean any Investor who holds Registrable Securities and any holder of Registrable Securities to whom the registration rights conferred by this Agreement have been duly and validly transferred in accordance with **Section 2.11** of this Agreement and, for the purposes of Section 2 only, Elizabeth Holmes for so long as she holds Registrable Securities.

(i) “**Indemnified Party**” shall have the meaning set forth in **Section 2.5(c)** hereto.

(j) “**Indemnifying Party**” shall have the meaning set forth in **Section 2.5(c)** hereto.

(k) “**Initial Public Offering**” shall mean the closing of the Company’s first firm commitment underwritten public offering of the Class A Common Stock registered under the Securities Act.

(l) “**Joinder**” shall mean the joinder agreement in the form of Annex A.

(m) “**Offered Price**” shall have the meaning set forth in **Section 4.1(b)**.

(n) “**Offered Shares**” shall have the meaning set forth in **Section 4.1(b)**.

(o) “**Other Selling Stockholders**” shall mean persons other than Holders who, by virtue of agreements with the Company, are entitled to include their Other Shares in certain registrations hereunder.

(p) “**Other Shares**” shall mean shares of Class A Common Stock, other than Registrable Securities (as defined below), (including shares of Class A Common Stock issuable upon conversion of shares of any currently unissued series of Preferred Stock of the Company) with respect to which registration rights have been granted.

(q) “**Proposed Transferee**” shall have the meaning set forth in **Section 4.1(b)**.

(r) “**Registrable Securities**” shall mean (i) shares of Conversion Stock, (ii) any shares of Class A Common Stock held by Elizabeth Holmes (including upon conversion of Class B Common Stock) and any shares of Class A Common Stock issued upon conversion of Preferred Stock held by Elizabeth Holmes, and (iii) any shares of Class A Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right or other security which is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, all such shares of Class A Common Stock described in clauses (i) and (ii) of this subsection (s); provided, however, that Registrable Securities shall not include any shares of Class A Common Stock described in clause (i), (ii), or (iii) above which have previously been registered or which have been sold to the public either pursuant to a registration statement or Rule 144, or which have been sold in a private transaction in which the transferor’s rights under this Agreement are not validly assigned in accordance with this Agreement.

(s) The terms “**register**,” “**registered**” and “**registration**” shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

(t) “**Registration Expenses**” shall mean all expenses incurred in effecting any registration pursuant to this Agreement, including, without limitation, all registration, qualification, and filing fees, printing expenses, escrow fees, fees and disbursements of counsel for the Company and one special counsel for the Holders, blue sky fees and expenses, and expenses of any regular or special audits incident to or required by any such registration, but shall not include Selling Expenses, fees and disbursements of other counsel for the Holders and the compensation of regular employees of the Company, which shall be paid in any event by the Company.

(u) “**Restricted Securities**” shall mean any Registrable Securities required to bear the first legend set forth in **Section 2.7(c)** hereof.

(v) “**Rule 144**” shall mean Rule 144 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission.

(w) “**Rule 145**” shall mean Rule 145 as promulgated by the Commission under the Securities Act, as such Rule may be amended from time to time, or any similar successor rule that may be promulgated by the Commission

(x) “**Securities Act**” shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

(y) “**Seller**” shall have the meaning set forth in **Section 4.1(a)**.

(z) “**Seller Shares**” shall have the meaning set forth in **Section 4.1(a)**.

(aa) “**Selling Expenses**” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and fees and disbursements of counsel for any Holder (other than the fees and disbursements of one special counsel to the Holders included in Registration Expenses).

(bb) “**Series A Preferred Stock**” shall mean the shares of Series A Preferred Stock of the Company.

(cc) “**Series B Preferred Stock**” shall mean the shares of Series B Preferred Stock of the Company.

(dd) “**Series C Preferred Stock**” shall mean the shares of Series C Preferred Stock of the Company.

(ee) “**Series C-1 Preferred Stock**” shall mean the shares of Series C-1 Preferred Stock of the Company.

(ff) “**Series C-2 Preferred Stock**” shall mean the shares of Series C-2 Preferred Stock of the Company.

(gg) “**Series C-2 Purchase Agreement**” shall have the meaning set forth in the Recitals hereto.

(hh) “**Transfer**” or words of similar import, mean and include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including but not limited to transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or involuntary, directly or indirectly, except:

(i) by operation of law; *provided*, that the recipient enters into the Joinder;

(ii) any transfer to the Company pursuant to the terms of this Agreement;

(iii) any repurchase of the Seller Shares by the Company pursuant to agreements under which the Company has the option to repurchase such Seller Shares upon the occurrence of certain events, such as termination of employment, or in connection with the exercise by the Company of any rights of first refusal; and

(iv) any redemption pursuant to Article V, Section 7 of the Company’s Amended and Restated Certificate of Incorporation.

(ii) “**Transfer Notice**” shall have the meaning set forth in **Section 4.1(b)**.

Section 2
Registration Rights

2.1 *Company Registration.*

(a) Company Registration. If the Company shall determine to register any of its securities either for its own account or the account of a security holder or holders, other than a registration pursuant to **Section 2.2**, a registration relating solely to employee benefit plans, a registration relating to the offer and sale of debt securities, a registration relating to a corporate reorganization or other Rule 145 transaction, or a registration on any registration form that does not permit secondary sales, the Company will:

(i) promptly give written notice of the proposed registration to all Holders; and

(ii) use its commercially reasonable efforts to include in such registration (and any related qualification under blue sky laws or other compliance), except as set forth in **Section 2.1(b)** below, and in any underwriting involved therein, all of such Registrable Securities as are specified in a written request or requests made by any Holder or Holders received by the Company within ten (10) days after such written notice from the Company is mailed or delivered. Such written request may specify all or a part of a Holder's Registrable Securities.

(b) Underwriting. If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company shall so advise the Holders as a part of the written notice given pursuant to **Section 2.1(a)(i)**. In such event, the right of any Holder to registration pursuant to this **Section 2.1** shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company and the Other Selling Stockholders or other holders of securities of the Company with registration rights to participate therein distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected by the Company.

Notwithstanding any other provision of this **Section 2.1**, if the underwriters advise the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, the underwriters may (subject to the limitations set forth below) exclude all Registrable Securities from, in the case of an initial public offering, or limit the number of Registrable Securities to be included in the registration and underwriting to a minimum of 30% on a pro rata basis. The Company shall so advise all holders of securities requesting registration, and the number of shares of securities that are entitled to be included in any other registration and underwriting shall be allocated, as follows: (i) first, to the Company for securities being sold for its own account, (ii) second, to the Holders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities held by such Holders, assuming conversion and (iii) third, to the Other Selling Stockholders requesting to include

Other Shares in such registration statement based on the pro rata percentage of Other Shares held by such Other Selling Stockholders, assuming conversion.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall also be excluded therefrom by written notice from the Company or the underwriter. The Registrable Securities or other securities so excluded shall also be withdrawn from such registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares of Registrable Securities to be included in such registration was previously reduced as a result of marketing factors pursuant to this **Section 2.1(b)**, the Company shall then offer to all persons who have retained the right to include securities in the registration the right to include additional securities in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among the persons requesting additional inclusion, in the manner set forth above.

(c) Right to Terminate Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this **Section 2.1** prior to the effectiveness of such registration whether or not any Holder has elected to include securities in such registration.

2.2 *Registration on Form S-3.*

(a) Request for Form S-3 Registration. After its initial public offering, the Company shall use its commercially reasonable efforts to qualify for registration on Form S-3 or any comparable or successor form or forms. After the Company has qualified for the use of Form S-3, in addition to the rights contained in the foregoing provisions of this **Section 2** and subject to the conditions set forth in this **Section 2.2**, if the Company shall receive from a Holder or Holders of at least 10% of the Registrable Securities a written request that the Company effect any registration on Form S-3 or any similar short form registration statement with respect to all or part of the Registrable Securities (such request shall state the number of shares of Registrable Securities to be disposed of and the intended methods of disposition of such shares by such Holder or Holders), the Company will

(i) promptly give written notice of the proposed registration to all other Holders; and

(ii) as soon as practicable, file and use its commercially reasonable efforts to effect such registration (including, without limitation, filing post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws, and appropriate compliance with the Securities Act) and to permit or facilitate the sale and distribution of all or such portion of such Registrable Securities as are specified in such request, together with all or such portion of the Registrable Securities of any Holder or Holders joining in such request as are specified in a written request received by the Company within twenty (20) days after such written notice from the Company is mailed or delivered.

(b) Limitations on Form S-3 Registration. The Company shall not be obligated to effect, or take any action to effect, any such registration pursuant to this **Section 2.2**:

(i) Prior to the earlier of (A) the five (5) year anniversary of the date of this Agreement or (B) one hundred eighty (180) days following the effective date of the first registration statement filed by the Company covering an underwritten offering of any of its securities to the general public;

(ii) In any particular jurisdiction in which the Company would be required to execute a general consent to service of process in effecting such registration, qualification, or compliance, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(iii) If the Holders, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) on Form S-3 at an aggregate price to the public of less than \$2,000,000;

(iv) The Company has effected two (2) such registrations; or

(v) During the period starting with the date sixty (60) days prior to the Company's good faith estimate of the date of filing of, and ending on a date one hundred eighty (180) days after the effective date of, a Company-initiated registration.

(c) Deferral. If (i) in the good faith judgment of the board of directors of the Company (the "**Board**"), the filing of a registration statement covering the Registrable Securities would be materially detrimental to the Company and the Board concludes, as a result, that it is in the best interests of the Company to defer the filing of such registration statement at such time, and (ii) the Company shall furnish to such Holders a certificate signed by the President of the Company stating that in the good faith judgment of the Board, it would be materially detrimental to the Company for such registration statement to be filed in the near future and that it is, therefore, in the best interests of the Company to defer the filing of such registration statement, then (in addition to the limitations set forth above) the Company shall have the right to defer such filing.

(d) Underwriting. If the Holders of Registrable Securities requesting registration under this **Section 2.2** intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to this **Section 2.2** and the Company shall include such information in the written notice given pursuant to **Section 2.2(a)(i)**. In such event, the right of any Holder to include all or any portion of its Registrable Securities in such registration pursuant to this **Section 2.2** shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities to the extent provided herein. If the Company shall request inclusion in any registration pursuant to **Section 2.2** of securities being sold for its own account, or if other persons shall request inclusion in any registration pursuant to **Section 2.2**, the Holders shall, on behalf of all Holders, offer to include such securities in the underwriting and such offer shall be conditioned upon the participation of the Company or such other persons in such underwriting and the inclusion of the

Company's and such person's other securities of the Company and their acceptance of the further applicable provisions of this **Section 2** (including **Section 2.9**). The Company shall (together with all Holders and other persons proposing to distribute their securities through such underwriting) enter into an underwriting agreement in customary form with the representative of the underwriter or underwriters selected for such underwriting by a majority in interest of the Holders, which underwriters are reasonably acceptable to the Company.

Notwithstanding any other provision of this Section 2.2, if the underwriters advise the Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, the number of Registrable Securities and Other Shares that may be so included shall be allocated as follows: (i) first, among all Holders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities held by such Holders, assuming conversion; (ii) second, to the Company, which the Company may allocate, at its discretion, for its own account, or for the account of other holders or employees of the Company; and (iii) third, to the Other Selling Stockholders requesting to include Other Shares in such registration statement based on the pro rata percentage of Other Shares held by such Other Selling Stockholders, assuming conversion.

If a person who has requested inclusion in such registration as provided above does not agree to the terms of any such underwriting, such person shall be excluded therefrom by written notice from the Company, the underwriter or the Holders. The securities so excluded shall also be withdrawn from registration. Any Registrable Securities or other securities excluded or withdrawn from such underwriting shall also be withdrawn from such registration. If shares are so withdrawn from the registration and if the number of shares to be included in such registration was previously reduced as a result of marketing factors pursuant to this Section 2.2(d), then the Company shall then offer to all Holders and Other Selling Stockholders who have retained rights to include securities in the registration the right to include additional Registrable Securities or Other Shares in the registration in an aggregate amount equal to the number of shares so withdrawn, with such shares to be allocated among such Holders and other Selling Stockholders requesting additional inclusion, as follows: (i) first, among all Holders requesting to include Registrable Securities in such registration statement based on the pro rata percentage of Registrable Securities held by such Holders, assuming conversion; and (ii) second, to the Other Selling Stockholders requesting to include Other Shares in such registration statement based on the pro rata percentage of Other Shares held by such Other Selling Stockholders, assuming conversion.

2.3 Expenses of Registration. All Registration Expenses incurred in connection with registrations pursuant to **Section 2.1** hereof shall be borne by the Company. All Registration Expenses incurred in connection with registrations pursuant to **Section 2.2** hereof, including all fees and expenses of one special counsel to the Investors, shall be borne by the Investors on a pro rata basis. All Selling Expenses relating to securities registered on behalf of the Holders shall be borne by the holders of securities included in such registration pro rata among each other on the basis of the number of Registrable Securities so registered.

2.4 *Registration Procedures.* In the case of each registration effected by the Company pursuant to this **Section 2**, the Company will keep each Holder advised in writing as to the initiation of each registration and as to the completion thereof. At its expense, the Company will use its commercially reasonable efforts to:

(a) Keep such registration effective for a period ending on the earlier of the date which is sixty (60) days from the effective date of the registration statement or such time as the Holder or Holders have completed the distribution described in the registration statement relating thereto.

(b) Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement for the period set forth in subsection (a) above;

(c) Furnish such number of prospectuses, including any preliminary prospectuses, and other documents incident thereto, including any amendment of or supplement to the prospectus, as a Holder from time to time may reasonably request;

(d) Use its reasonable best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdiction as shall be reasonably requested by the Holders; provided, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(e) Notify each seller of Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing, and following such notification promptly prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or incomplete in light of the circumstances then existing;

(f) Use its commercially reasonable efforts to furnish, on the date that such Registrable Securities are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the Company for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and reasonably satisfactory to a majority in interest of the Holders requesting registration of Registrable Securities and (ii) a "comfort" letter dated as of such date, from the independent certified public accountants of the

Company, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the underwriters.

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

(h) Otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act; and

(i) Cause all such Registrable Securities registered pursuant hereunder to be listed on each securities exchange on which similar securities issued by the Company are then listed.

2.5 *Indemnification.*

(a) To the extent permitted by law, the Company will indemnify and hold harmless each Holder, each of its officers, directors and partners, legal counsel, and accountants and each person controlling such Holder within the meaning of Section 15 of the Securities Act, with respect to which registration, qualification, or compliance has been effected pursuant to this **Section 2**, and each underwriter, if any, and each person who controls within the meaning of Section 15 of the Securities Act any underwriter, against all expenses, claims, losses, damages, and liabilities (or actions, proceedings, or settlements in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any prospectus, offering circular, or other document (including any related registration statement, notification, or the like) incident to any such registration, qualification, or compliance, (ii) any 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 Company of the Securities Act or any other federal securities law, any state securities laws or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any offering covered by such registration, qualification, or compliance, and the Company will reimburse each such Holder, each of its officers, directors, partners, legal counsel, and accountants and each person controlling such Holder, each such underwriter, and each person who controls any such underwriter, for any legal and any other expenses reasonably incurred in connection with investigating and defending or settling any such claim, loss, damage, liability, or action; provided that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability, or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by such Holder, any of such Holder's officers, directors, partners, legal counsel or accountants, any person controlling such Holder, such underwriter or any person who controls any such underwriter and stated to be specifically for use therein; and provided, further that, the indemnity agreement contained in this **Section 2.5(a)** shall not apply to amounts paid in settlement of any such loss, claim,

damage, liability, or action if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld).

(b) To the extent permitted by law, each Holder will, if Registrable Securities held by such Holder are included in the securities as to which such registration, qualification, or compliance is being effected, indemnify and hold harmless the Company, each of its directors, officers, partners, legal counsel, and accountants and each underwriter, if any, of the Company's securities covered by such a registration statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, each other such Holder, and each of their officers, directors, and partners, and each person controlling such Holder, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on: (i) any untrue statement (or alleged untrue statement) of a material fact contained or incorporated by reference in any such registration statement, prospectus, offering circular, or other document, or (ii) any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Company and such Holders, directors, officers, partners, legal counsel, and accountants, persons, underwriters, or control persons for any legal or any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability, or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such registration statement, prospectus, offering circular, or other document in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein; provided, however, that the obligations of such Holder hereunder shall not apply to amounts paid in settlement of any such claims, losses, damages, or liabilities (or actions in respect thereof) if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld); and provided that in no event shall any indemnity under this **Section 2.5** exceed the gross proceeds from the offering received by such Holder.

(c) Each party entitled to indemnification under this **Section 2.5** (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at such party's expense; and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this **Section 2.5**, to the extent such failure is not prejudicial. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) If the indemnification provided for in this **Section 2.5** is held by a court of competent jurisdiction to be unavailable to an Indemnified Party with respect to any loss, liability, claim, damage, or expense referred to herein, then the Indemnifying Party, in lieu of indemnifying such Indemnified Party hereunder, shall contribute to the amount paid or payable by such Indemnified Party as a result of such loss, liability, claim, damage, or expense awarded by a court of law in such proportion as is determined to reflect the relative fault of the Indemnifying Party on the one hand and of the Indemnified Party on the other in connection with the statements or omissions that resulted in such loss, liability, claim, damage, or expense as well as 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 alleged untrue statement of a material fact or the omission to state 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.

(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.

2.6 Information by Holder. Each Holder of Registrable Securities shall furnish to the Company such information regarding such Holder and the distribution proposed by such Holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration, qualification, or compliance referred to in this **Section 2**.

2.7 Restrictions on Transfer.

(a) The holder of each certificate representing Registrable Securities by acceptance thereof agrees to comply in all respects with the provisions of this **Section 2.7**. Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of all or any portion of the Restricted Securities, or any beneficial interest therein, unless and until the transferee has agreed in writing for the benefit of the Company to take and hold such Restricted Securities subject to, and to be bound by, the terms and conditions set forth in this Agreement, including, without limitation, this **Section 2.7**, **Section 2.9**, **Section 3.1** and **Section 4**, and:

(i) there is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) such Holder shall have given prior written notice to the Company of such Holder's intention to make such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition, and, such Holder shall have furnished the Company, at its expense, with (i) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such Restricted Securities under the Securities Act or (ii) a "no action" letter from the Commission to the effect that the transfer of such securities without registration will not result in a recommendation by

the staff of the Commission that action be taken with respect thereto, whereupon the holder of such Restricted Securities shall be entitled to transfer such Restricted Securities in accordance with the terms of the notice delivered by the Holder to the Company.

(b) Notwithstanding the provisions of **Section 2.7(a)**, no such registration statement, opinion of counsel or “no action letter” shall be necessary for (i) a transfer not involving a change in beneficial ownership, or (ii) in transactions involving the distribution without consideration of Restricted Securities by any Holder to (x) a parent, subsidiary or other affiliate of Holder that is a corporation, or (y) any of its partners, members or other equity owners, or retired partners, retired members or other equity owners, or to the estate of any of its partners, members or other equity owners or retired partners, retired members or other equity owners; provided, in each case, that the Holder thereof shall give written notice to the Company of such Holder’s intention to effect such disposition and shall have furnished the Company with a detailed description of the manner and circumstances of the proposed disposition.

(c) Each certificate representing Registrable Securities shall (unless otherwise permitted by the provisions of this Agreement) be stamped or otherwise imprinted with a legend substantially similar to the following (in addition to any legend required under applicable state securities laws):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR AN EXEMPTION THEREFROM. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, INCLUDING A LOCK-UP PERIOD OF UP TO 180 DAYS (SUBJECT TO EXTENSION) IN THE EVENT OF A PUBLIC OFFERING, AND A RIGHT OF FIRST REFUSAL IN FAVOR OF THE ISSUER, A SECONDARY RIGHT OF REFUSAL AND ASSIGNEE RIGHT OF REFUSAL AS SET FORTH IN AN INVESTOR RIGHTS AGREEMENT AND THE BYLAWS, COPIES OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE COMPANY.

The Holders consent to the Company making a notation on its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer established in this **Section 2.7**.

(d) The first legend referring to federal and state securities laws identified in **Section 2.7(c)** hereof stamped on a certificate evidencing the Restricted Securities and the stock transfer instructions and record notations with respect to such Restricted Securities shall be removed and the Company shall issue a certificate without such legend to the holder of such Restricted Securities if (i) such securities are registered under the Securities Act, or (ii) such holder provides the Company with an opinion of counsel reasonably acceptable to the Company to the effect that a public sale or transfer of such securities may be made without registration under the Securities Act.

2.8 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the sale of the Restricted Securities to the public without registration, the Company agrees to use its commercially reasonable efforts to:

(a) Make and keep public information regarding the Company available as those terms are understood and defined in Rule 144 under the Securities Act, at all times from and after ninety (90) days following the effective date of the first registration under the Securities Act filed by the Company for an offering of its securities to the general public;

(b) File with the Commission 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 it has become subject to such reporting requirements; and

(c) So long as a Holder owns any Restricted Securities, furnish to the Holder forthwith upon written request a written statement by the Company as to its compliance with the reporting requirements of Rule 144 (at any time from and after ninety (90) days following the effective date of the first registration statement filed by the Company for an offering of its securities to the general public), and of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as a Holder may reasonably request in availing itself of any rule or regulation of the Commission allowing a Holder to sell any such securities without registration.

2.9 Market Stand-Off Agreement. Each Holder hereby agrees that, if requested by the managing underwriter, such Holder shall enter an agreement not to sell or otherwise transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, of any Common Stock (or other securities) of the Company held by such Holder (other than those included in the registration) during the one hundred eighty (180) day period following the effective date of the Initial Public Offering filed under the Securities Act (or such other period up to 35 days as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor

provisions or amendments thereto). The obligations described in this **Section 2.9** shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions and may stamp each such certificate with the second legend set forth in **Section 2.7(c)** hereof with respect to the shares of the Common Stock (or other securities) subject to the foregoing restriction until the end of such one hundred eighty (180) day period (subject to extension as noted above).

2.10 *Delay of Registration.* No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this **Section 2**.

2.11 *Transfer or Assignment of Registration Rights.* The rights to cause the Company to register securities granted to a Holder by the Company under this **Section 2** may be transferred or assigned by a Holder only to a transferee or assignee of not less than 100,000 shares of Registrable Securities (as presently constituted and subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits, and the like); provided that (i) such transfer or assignment of Registrable Securities is effected in accordance with the terms of **Section 2.7** hereof and applicable securities laws, (ii) the Company is given written notice prior to said transfer or assignment, stating the name and address of the transferee or assignee and identifying the securities with respect to which such registration rights are intended to be transferred or assigned and (iii) the transferee or assignee of such rights assumes in writing the obligations of such Holder under this Agreement, including without limitation the obligations set forth in **Section 2.9**.

2.12 *Limitations on Subsequent Registration Rights.* From and after the date of this Agreement, the Company shall not, without the prior written consent of holders of at least a majority of the combined voting power of the then outstanding shares of Conversion Stock (on an as-converted to Class A Common Stock basis), Class A Common Stock and Class B Common Stock, voting together as a single class, enter into any agreement with any holder or prospective holder of any securities of the Company giving such holder or prospective holder any registration rights.

2.13 *Termination of Registration Rights.* The right of any Holder to request registration or inclusion in any registration pursuant to **Section 2.1** or **2.2** shall terminate on the earlier of (i) such date on which all shares of Registrable Securities held or entitled to be held upon conversion by such Holder are eligible to be sold under Rule 144 during any ninety (90)-day period, or (ii) five (5) years after the closing of the Initial Public Offering.

Section 3
Covenants of the Company

The Company hereby covenants and agrees, as follows:

3.1 *Confidentiality.*

(a) Notwithstanding any applicable law or provision of the Company's Amended and Restated Certificate of Incorporation (as it may hereafter be amended), each Investor hereby agrees to waive its rights to inspect the books and records of the Company pursuant to the Delaware General Corporation Law and other applicable law. In addition, the Company shall not be required to disclose or make available information it is contractually bound to protect under third party agreements or to disclose or make available information in situations involving a conflict of interest.

(b) Notwithstanding and without limiting **Section 3.1(a)**, any information provided by the Company to any Investor or Holder shall be kept strictly confidential by such Investor or Holder, and such Investor or Holder will not use such information in violation of the Exchange Act or reproduce, disclose or disseminate such information to any other person (other than in such Investor's or Holder's capacity as an officer or employee of the Company, or dissemination of such information to such Investor's or Holder's attorneys or employees (to the extent such employees have a need to know the contents of such information), except in connection with the exercise of rights under this Agreement, unless the Company has made such information available to the public generally.

3.2 *Confidential Information and Invention Assignment Agreements.* The Company shall have entered into, or shall enter into, confidential information and invention assignment agreements with Elizabeth Holmes and any other employee or consultant with access to the Company's intellectual property, confidential information or trade secrets.

3.3 *Key Person Life Insurance.* The Company shall use its commercially reasonable efforts to obtain or maintain term life insurance, payable to the Company, on the life of Elizabeth Holmes in the amount of \$5,000,000.

3.4 *Termination of Covenants.* The covenants set forth in this **Section 3** shall terminate and be of no further force and effect after the closing of the Initial Public Offering.

Section 4
**Company Right of First Refusal, Secondary Right of Refusal,
and Assignee Right of Refusal**

4.1 *Right of First Refusal.*

(a) General. Without limiting and in addition to the restrictions in **Section 2.7**, before any party hereto (a "Seller") may Transfer any shares of capital stock of the Company,

excluding the Class B Common Stock, that are not otherwise subject to a right of first refusal of the Company (“**Seller Shares**”), such Seller must comply with the provisions of this **Section 4** (the “**Right of First Refusal**”) and each Proposed Transferee (as defined below) must enter into the Joinder.

(b) Notice of Proposed Transfer. Prior to a Seller Transferring any of its Seller Shares, such Seller shall deliver to the Company and to the founder of the Company, Elizabeth Holmes (the “**Founder**”) not later than one hundred twenty (120) days prior to the consummation of the proposed Transfer, a binding written notice (the “**Transfer Notice**”) stating: (i) such Seller’s bona fide intention to Transfer such Seller Shares; (ii) the name, address and phone number of each proposed purchaser or other transferee (each, a “**Proposed Transferee**”); (iii) the aggregate number of Seller Shares proposed to be Transferred to each Proposed Transferee (the “**Offered Shares**”); and (iv) the terms and conditions of each proposed Transfer, including, but not limited to, the bona fide cash price or, in reasonable detail, other consideration for which such party proposes to Transfer the Offered Shares (the “**Offered Price**”). The Seller shall offer the Offered Shares at the lesser of the Offered Price and the fair market value of the Offered Shares as determined by the Board in good faith and upon the same terms (or terms as similar as reasonably possible) to the Company, the Founder and/or the Assignee (as set forth below).

(c) Exercise of Right of First Refusal. To exercise its Right of First Refusal, at any time within sixty (60) days after receipt of the Transfer Notice, the Company must deliver a written notice to the Seller and the Founder (“**Company Purchase Notice**”), electing to purchase all or any portion of the Offered Shares at the purchase price determined in accordance with subsection (f) below.

(d) Grant of Secondary Right of Refusal to Founder. If the Company does not exercise its Right of First Refusal to purchase all of the Offered Shares, the Founder shall have a secondary right of refusal to purchase all or any portion of the Offered Shares not purchased by the Company (the “**Secondary Right of Refusal**”). If the Company does not intend to exercise its Right of First Refusal with respect to all of the Offered Shares, the Company must deliver a written notice to the Seller and to the Founder to that effect no later than sixty (60) days after the Seller delivered the Transfer Notice to the Company (the “**Secondary Notice**”). To exercise her Secondary Right of Refusal, the Founder must deliver a notice (the “**Founder Notice**”) to such Seller and the Company within twenty (20) days after the Company’s delivery of the Secondary Notice of her intent to exercise or not to exercise her Secondary Right of Refusal hereunder.

(e) Right of Assignee of the Company. If both the Company and the Founder do not fully exercise their Right of First Refusal or Secondary Right of Refusal, respectively, then the Company may assign the right to purchase all or any portion of the Offered Shares not purchased by the Company or the Founder on the terms and conditions set forth in this **Section 4** (the “**Assignee Right of Refusal**”) to any person (the “**Assignee**”) and shall deliver a notice (the “**Assignment Notice**”) to such Seller of its intent to exercise or not exercise its right of assignment within five (5) days after delivery of the Founder Notice. To exercise its Assignee Right of Refusal, the Assignee must deliver a notice (the “**Assignee Notice**”) to such Seller, the Company and the Founder within

twenty (20) days after delivery of the Founder Notice of the Assignee's intent to exercise or not to exercise his, her or its Assignee Right of Refusal.

(f) Purchase Price. The purchase price for the Offered Shares to be purchased by the Company, the Founder and/or the Assignee shall be the lesser of the Offered Price and the fair market value of the Offered Shares as determined by the Board in good faith, which will be binding upon the Company, the Founder, the Assignee, if applicable, and the Seller, absent fraud or error. If the Offered Price includes consideration other than cash, the cash equivalent value of the non-cash consideration shall be determined by the Board in good faith, which determination will be binding upon the Company, the Founder and/or the Assignee, if applicable, and the Seller, absent fraud or error. If the Offered Shares are to be Transferred by gift, bequest, devise or descent, the fair market value of the Offered Shares shall be determined by the Board in good faith, which will be binding upon the Company, the Founder, the Assignee, if applicable, and the Seller, absent fraud or error. Subject to compliance with applicable state and federal securities laws, the Company, the Founder and/or the Assignee shall effect the purchase of all or any portion of the Offered Shares, including the payment of the purchase price, at the option of the Company, the Founder and/or the Assignee (i) in cash (by check), (ii) by wire transfer, (iii) by cancellation of all or a portion of any outstanding indebtedness of the Seller to the Company (or, in the case of purchase by the Founder or the Assignee, to the Founder or the Assignee, respectively), or (iv) by any combination thereof. The closing of the purchase of any Offered Shares by the Company pursuant to the Right of First Refusal shall take place, and all payments from the Company shall have been delivered to the Seller, by the later of (i) the date specified in the Transfer Notice as the intended date for the proposed Transfer or (ii) sixty (60) days after delivery of the Company Purchase Notice. The closing of the purchase of any Offered Shares by the Founder pursuant to the Secondary Right of Refusal shall take place, and all payments from the Founder shall have been delivered to the Seller, by not later than forty (40) days after delivery of the Founder Notice. The closing of the purchase of any Offered Shares by the Assignee pursuant to the Assignee Right of Refusal shall take place, and all payments from the Assignee shall have been delivered to the Seller, by not later than twenty (20) days after delivery of the Assignee Notice.

(g) Seller's Right to Transfer. If all of the Offered Shares to be Transferred are not purchased by the Company, the Founder and/or the Assignee as provided in this **Section 4**, then the Seller may Transfer such securities not purchased by the Company, the Founder and/or Assignee to that Proposed Transferee on the terms and conditions set forth in the Transfer Notice, provided that such Transfer is consummated within thirty (30) days after the later of (i) the earlier of (1) the delivery of the Founder Notice indicating an intent not to fully exercise the Secondary Right of Refusal and (2) eighty (80) days after the Seller delivered the Transfer Notice to the Company and (ii) the earlier of the delivery of (1) the Assignee Notice indicating an intent not to fully exercise the Assignee Right of Refusal, (2) an Assignment Notice indicating the Company's intent not to exercise its right of assignment and (3) one-hundred (100) days after the Seller delivered the Transfer Notice to the Company, and provided further that any such Transfer is effected in accordance with any applicable securities laws and that the Proposed Transferee enters into the Joinder. If any securities described in the Transfer Notice are not Transferred to the Proposed Transferee within such period, or if the Seller proposes to change the price or other terms to make

them more favorable to the Proposed Transferee, a new Transfer Notice shall be given to the Company, the Founder and the Assignee, and the Company, the Founder and the Assignee, if any, shall have a new Right of First Refusal, Secondary Right of Refusal, and Assignee Right of Refusal, respectively, before any Seller Shares may be Transferred.

(h) Termination. The provisions of this **Section 4** shall automatically terminate upon effectiveness of the Initial Public Offering.

(i) Transfer Void. Any Transfer of Seller Shares not made in compliance with the requirements of this **Section 4** shall be null and void ab initio, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company.

Section 5 **Miscellaneous**

5.1 *Amendment*. Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by the Company and the Holders holding at least a majority of the combined voting power of the then outstanding shares of Registrable Securities (on an as-converted to Class A Common Stock basis) and Class B Common Stock, voting together as a single class; provided, however, that (i) Holders purchasing shares of Series C-2 Preferred Stock in a Closing after the Initial Closing (each as defined in the Series C-2 Purchase Agreement), (ii) holders of the Company's capital stock that sign the Joinder pursuant to the terms of this Agreement or the Company's bylaws, and (ii) holders of Class A Common Stock that receive such securities pursuant to an award granted under the Theranos, Inc. 2013 Stock Incentive Plan may become parties to this Agreement, by executing a counterpart of or joinder to this Agreement or the Joinder without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Holder; and provided, further, that the express rights of Elizabeth Holmes set forth in **Section 2** (or **Section 5.1**) of this Agreement may not be adversely amended or waived in a different manner than the express rights hereunder of other Holders without the written consent of Elizabeth Holmes. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Holder and each future holder of all such securities of Holder. Each Holder acknowledges that by the operation of this paragraph, the holders of a majority of the combined voting power of the then outstanding shares of Registrable Securities (on an as-converted to Class A Common Stock basis) and Class B Common Stock, voting together as a single class, will have the right and power to diminish or eliminate all rights of such Holder under this Agreement.

5.2 *Notices*. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid' or otherwise delivered by hand or by messenger addressed:

(a) if to an Investor, at the Investor's address as shown in the Company's records, as may be updated in accordance with the provisions hereof;

(b) if to any Holder, at such address as shown in the Company's records, or, until any such holder so furnishes an address to the Company, then to and at the address of the last holder of such shares for which the Company has contact information in its records;

(c) if to the Company, one copy should be sent to each of Elizabeth Holmes and Valeska Pederson Hintz at Theranos, Inc., 1601 S. California, Palo Alto, CA 94304, or at such other address as the Company shall have furnished to the Investors, with copies to Katharine A. Martin, Esq., Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given when delivered if delivered personally, or, if sent by mail, at the earlier of its receipt or four days after the same has been deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid.

5.3 *Governing Law.* This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

5.4 *Successors and Assigns.* This Agreement, and any and all rights, duties and obligations hereunder, shall not be assigned, transferred, delegated or sublicensed by any Investor without the prior written consent of the Company. Any attempt by an Investor without such permission to assign, transfer, delegate or sublicense any rights, duties or obligations that arise under this Agreement shall be void. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.5 *Entire Agreement.* This Agreement, including the exhibits attached hereto, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and supersede any prior agreements or understandings with respect to the subject matter hereof.

5.6 *Delays or Omissions.* Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to 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-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in 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. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law, shall be cumulative and not alternative.

5.7 *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such

court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

5.8 *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

5.9 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

5.10 *Telecopy Execution and Delivery.* A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by facsimile or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute and deliver an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

5.11 *Jurisdiction; Venue.* Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (and if the Delaware Court of Chancery is unavailable, any state or federal court sitting in Wilmington, Delaware), as well as to the jurisdiction of all courts to which an appeal may be taken therefrom, in any suit, action, or proceeding arising out of or relating to this Agreement. Each of the parties to this Agreement waives any defense of lack of personal jurisdiction or inconvenient forum to any suit, action, or proceeding brought in accordance with this paragraph. Each of the parties to this Agreement agrees to waive any bond, surety, or other security that might be required of any other party with respect to any such suit, action, or proceeding, including any appeal thereof. Each of the parties to this Agreement agrees to accept service of process by certified mail, return receipt requested, addressed to such party at the address set forth in Section 5.2 hereof; provided, that nothing in this paragraph shall affect the right of any party to serve process in any other manner permitted by law. EACH OF THE PARTIES TO THIS AGREEMENT OTHER THAN THE COMPANY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

5.12 *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to effectuate the terms and conditions of this Agreement.

5.13 *Termination Upon Change of Control.* Notwithstanding anything to the contrary herein, all rights represented under this Agreement (excluding any then-existing obligations) shall terminate upon (a) the acquisition of the Company by another entity by means of any transaction or

series of related transactions to which the Company is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving or resulting entity or the entity that controls such surviving or resulting entity), as a result of shares in the Company held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Company, such surviving or resulting entity or the entity that controls such surviving or resulting entity outstanding immediately after such transaction or series of transactions; or (b) a sale, lease or other conveyance of all or substantially all of the assets of the Company (excluding any transaction or series of transactions between or among the Company and any wholly owned subsidiary or subsidiaries).

5.14 *Quarterly Board Meetings.* The Board shall meet at least quarterly, unless otherwise agreed by the Board.

5.15 *Conflict.* In the event of any conflict between the terms of this Agreement and the Company's certificate of incorporation (including the Certificate of Designation) or the Company's bylaws, the terms of the Company's certificate of incorporation (including the Certificate of Designation) or the Company's bylaws, as the case may be, will control.

5.16 *Costs of Enforcement.* If any party to this Agreement seeks to enforce its rights under, or in connection with this Agreement, or challenges the validity of this Agreement through legal proceedings, the non-prevailing party shall pay all reasonable costs and expenses (including attorneys' fees) incurred by the prevailing party.

5.17 *Aggregation.* All shares of Preferred Stock of the Company held or acquired by affiliated entities or persons of an Investor (including but not limited to: (i) a constituent partner or a retired partner of an Investor that is a partnership; (ii) a partner, subsidiary or other affiliate of an Investor that is a corporation; (iii) an immediate family member living in the same household, a descendant, or a trust therefor, in the case of an Investor who is an individual; or (iv) a member of an Investor that is a limited liability company) shall be aggregated together for the purpose of determining the availability of any rights under this Agreement which are triggered by the beneficial ownership of a threshold number of shares of the Company's capital stock.


5.18 *Prior Rights Agreement Superseded/Waiver.* Pursuant to Section 5.1 of the Prior Agreement, the undersigned parties who are parties to such Prior Agreement hereby amend and restate the Prior Agreement to read in its entirety as set forth in this Agreement, all with the intent and effect that the Prior Agreement shall be hereby terminated and entirely replaced and superseded by this Agreement.

[Remainder of Page Intentionally Left Blank]


The parties have executed this Amended and Restated Investors' Rights Agreement as of the date stated in the introductory clause.

COMPANY

Theranos, Inc.
a Delaware corporation

By: 
Elizabeth Holmes, Chief Executive Officer

ELIZABETH HOLMES

By: 

[SIGNATURE PAGE TO AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT]

The parties have executed this Amended and Restated Investors' Rights Agreement as of the date stated in the introductory clause.

INVESTORS

Master Signature Pages of the Series C-2 Investors listed on Exhibit A and the Prior Investors listed on Exhibit B have been intentionally withheld per confidentiality agreements with the Company.

[SIGNATURE PAGE TO AMENDED AND RESTATED INVESTORS' RIGHTS AGREEMENT]

EXHIBIT A

SERIES C-2 INVESTORS

Series C-2 Investors not listed per confidentiality agreements with the Company.

THERANOS, INC. CONFIDENTIAL

EXHIBIT B

PRIOR INVESTORS

Prior investors not listed per confidentiality agreements with the Company.

THELANOS, INC. CONFIDENTIAL

ANNEX A

JOINDER AGREEMENT

By executing this counterpart signature page, the undersigned hereby agrees to be bound by and subject to all terms and conditions that apply to (i) a Holder under Sections 2.7 and 2.9, an Investor under Section 3.1, a Seller under Section 4, and a party under Sections 5.11 and 5.16 of the Company's Amended and Restated Investors' Rights Agreement, dated February 7, 2014, as amended, by and among the Company and the persons and entities listed on Exhibits A and B thereto (the "IRA"), (ii) a Voting Party under Sections 1, 2, 3, and 7(i) and a party under Sections 7(d) and 7(e) under the Company's Amended and Restated Voting Agreement, dated February 7, 2014, as amended, by and among the Company and the persons and entities listed on Exhibits A, B and C thereto (the "Voting Agreement") and (iii) Article IX of the Company's amended and restated bylaws, as amended (the "Bylaws").

For all purposes under the IRA and the Voting Agreement, the execution and delivery of this Joinder Agreement by the undersigned shall constitute the execution and delivery of a counterpart signature page to the IRA and Voting Agreement, and the undersigned shall have the rights and be subject to the obligations to extent provided hereunder, effective as of the date hereof.

IN WITNESS WHEREOF, the Joinder Agreement to the IRA, Voting Agreement and Bylaws has been executed by the undersigned as of the date set forth below.

JOINING PARTY:

Signature

Print Name

Date

THERANOS, INC. CONFIDENTIAL

Voting Agreement

THERANOS, INC.

AMENDED AND RESTATED VOTING AGREEMENT

This Amended and Restated Voting Agreement (this "**Agreement**") is made as of February 7, 2014 by and among Theranos, Inc., a Delaware corporation (the "**Company**"), the persons and entities listed on **Exhibit A** attached hereto (each a "**Series C-2 Investor**," and collectively the "**Series C-2 Investors**"), the persons and entities listed on **Exhibit B** attached hereto (each a "**Prior Investor**," and collectively the "**Prior Investors**"), and the person listed on **Exhibit C** hereto (the "**Founder**"). The Series C-2 Investors and the Prior Investors are referred to herein collectively as the "**Investors**." The Investors and the Founder are referred to herein collectively as the "**Voting Parties**."

WHEREAS, the Company, certain of the Prior Investors and the Founder are parties to that certain Amended and Restated Voting Agreement, dated as of January 14, 2014 (the "**Prior Agreement**");

WHEREAS, the Company proposes to sell shares of the Company's Series C-2 Preferred Stock to certain of the Series C-2 Investors pursuant to the Series C-2 Preferred Stock Purchase Agreement (the "**Series C-2 Purchase Agreement**") of even date herewith (the "**Financing**");

WHEREAS, the undersigned Company, Prior Investors and the Founder desire to amend and restate the Prior Agreement to add the Series C-2 Investors as parties and amend and restate the terms of the Prior Agreement.

WHEREAS, as a condition to the Financing, the Voting Parties have agreed to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Shares.** During the term of this Agreement, the Voting Parties each agree to vote all shares of the Company's voting securities now or hereafter owned by them, excluding the Class B Common Stock (as defined in the Company's certificate of incorporation), whether beneficially or otherwise, or as to which they have voting power (the "**Shares**") in accordance with the provisions of this Agreement.

2. **Board of Directors**

(a) *Voting.* The Company does not currently intend to hold annual meetings of stockholders and instead intends to elect directors by written consent in lieu of an annual meeting of stockholders. During the term of this Agreement, each Voting Party agrees to vote all Shares or to have all Shares voted in such manner as may be necessary to elect (and maintain in office) as members of the Company's Board of Directors the following persons:

(i) the Founder;

(ii) when and as designated by the Founder, up to (5) five persons (collectively with the Founder, the "**At-Large Founder Designees**"), none of whom are currently designated; and

(iii) the individuals designated by the holders of a majority of the combined voting power of the then outstanding shares of Preferred Stock (as defined in the Company's certificate of incorporation) (on an as-converted to Class A Common Stock (as defined in the Company's certificate of incorporation) basis), Class A Common Stock and Class B Common Stock, voting together as a single class (the "**Majority Designees**", and together with the Founder and the At-Large Founder Designees, the "**Designees**").

(b) By signing this Agreement, each Voting Party hereby ratifies and confirms that the Company's Board of Directors is currently composed of the following members: Elizabeth Holmes, George Shultz, James N. Mattis, Gary Roughead, Richard Kovacevich, William Perry, Henry Kissinger, Samuel Nunn, and Sunny Balwani.

(c) *Removal.* During the term of this Agreement, each Voting Party agrees to vote all Shares to ensure that no director elected pursuant to this Agreement may be removed from office other than for cause unless such removal is directed or approved in advance by the Founder. Upon the direction or approval of the Founder to remove any director in accordance with the preceding sentence, each Voting Party shall vote, or cause to be voted, all of its Shares in a manner to cause such director to be removed.

3. *Waivers.* Subject to applicable law, in the event that holders of a majority of the voting power of the applicable class or classes or series of Company capital stock take action through a vote by written consent or at a meeting of stockholders, the Voting Parties hereby agree to waive and hereby do waive (with respect to such applicable class or classes or series of capital stock) rights to notice of such action taken under this Agreement or otherwise as to matters arising under the General Corporation Law of the State of Delaware.

4. *Termination.* This Agreement shall terminate upon the earlier of (i) a Change of Control Transaction; or (ii) (A) the agreement of the Founder, and (B) a majority-in-interest of the Voting Parties, acting together as a single class. "**Change of Control Transaction**" means either (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is party (including, without limitation, any stock acquisition,

reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction continue to retain (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving or resulting entity or the entity that controls such surviving or resulting entity), as a result of shares in the Company held by such holders immediately prior to such transaction, at least a majority of the total voting power represented by the voting securities of the Company, such surviving or resulting entity or the entity that controls such surviving or resulting entity outstanding immediately after such transaction or series of transactions; or (b) a sale, lease or other conveyance of all or substantially all of the assets of the Company (excluding any transaction or series of transactions between or among the Company and any wholly owned subsidiary or subsidiaries).

5. **Additional Shares.** In the event that subsequent to the date of this Agreement any shares or other securities (other than pursuant to a Change of Control Transaction) are issued on, or in exchange for, any of the Shares by reason of any stock dividend, stock split, consolidation of shares, reclassification or consolidation involving the Company, such shares or securities shall be deemed to be Shares for purposes of this Agreement.

6. **Restrictive Legend.** Each certificate representing any of the Shares subject to this Agreement shall be marked by the Company with a legend reading as follows:

“THE SHARES EVIDENCED HEREBY ARE SUBJECT TO AN AMENDED AND RESTATED VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT.”

Neither failure to cause the certificates representing the Shares to be marked with this restrictive legend nor failure to supply a copy of this Agreement shall affect the validity or enforceability of this Agreement.

7. **Miscellaneous**

(a) **Certain Definitions.** Shares “**held**” by a Voting Party shall mean any Shares directly or indirectly owned (of record or beneficially) by such Voting Party or as to which such Voting Party has voting power. “**Vote**” shall include any exercise of voting rights whether at an annual or special meeting or by written consent or in any other manner permitted by applicable law. A “**majority-in-interest**” of the Voting Parties shall mean a majority of the Company’s common stock (determined on an as-converted basis) then held by the Voting Parties.

(b) **Notices.** All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and mailed, or delivered to each

party as follows: (i) if to a Voting Party, at such Voting Party's address set forth in the Company's records, or at such other address as such Investor shall have furnished the Company in writing, or (ii) if to the Company, to each of Elizabeth Holmes and Valeska Pederson Hintz at Theranos, Inc., 1601 S. California Avenue, Palo Alto, CA 94304, Phone: (650) 838-9292, or at such other address as the Company shall have furnished to the Voting Parties in writing, with copies to Katharine A. Martin, Esq., Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, California 94304. All such notices and communications will be deemed effective given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being deposited with an overnight courier service of recognized standing or (iv) four days after being deposited in the U.S. mail, first class with postage prepaid. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error.

(c) *Successors and Assigns.* The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. The Company shall not permit the transfer of any Shares on its books or issue a new certificate representing any Shares unless and until the person to whom such security is to be transferred shall have executed a written agreement pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person was a Voting Party hereunder.

(d) *Governing Law.* This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery (and if the Delaware Court of Chancery is unavailable, any state or federal court sitting in Wilmington, Delaware), as well as to the jurisdiction of all courts to which an appeal may be taken therefrom, in any suit, action, or proceeding arising out of or relating to this Agreement. Each of the parties to this Agreement waives any defense of lack of personal jurisdiction or inconvenient forum to any suit, action, or proceeding brought in accordance with this paragraph. Each of the parties to this Agreement agrees to waive any bond, surety, or other security that might be required of any other party with respect to any such suit, action, or proceeding, including any appeal thereof. Each of the parties to this Agreement agrees to accept service of process by certified mail, return receipt requested, addressed to such party at the address set forth in Section 7(b) hereof; provided, that nothing in this paragraph shall affect the right of any party to serve process in any other manner permitted by law. EACH OF THE PARTIES TO THIS AGREEMENT OTHER THAN THE COMPANY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(e) *Costs of Enforcement.* If any party to this Agreement seeks to enforce its rights under or in connection with this Agreement or challenges the validity of this Agreement through legal proceedings, the non-prevailing party shall pay all reasonable costs and expenses (including attorneys' fees) incurred by the prevailing party.

(f) *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs and exhibits shall, unless otherwise provided, refer to sections and paragraphs hereof and exhibits attached hereto.

(g) *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and do all such other acts and things as may be necessary to effectuate the terms and conditions of this Agreement.

(h) *Entire Agreement.* This Agreement and the exhibits hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and supersede any prior agreements or understandings with respect to the subject matter hereof.

(i) *Irrevocable Proxy and Power of Attorney.* Each Voting Party hereby constitutes and appoints, with full power of substitution and re-substitution, as his or her proxy and grants a power of attorney to the Founder with respect to the matters set forth herein, including, without limitation, election and removal of persons as members of the Company's Board of Directors in accordance with this Agreement, and hereby authorizes the Founder to represent and vote all of such Voting Party's Shares in favor of the election or removal of persons as members of the Company's Board of Directors pursuant to and in accordance with the terms and provisions of this Agreement. Each of the proxy and power of attorney granted in this paragraph is given in consideration of the agreements and covenants of the Company and each Voting Party in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and is irrevocable unless and until this Agreement terminates. Each Voting Party hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates, purport to grant any other proxy or power of attorney with respect to the Shares, deposit the Shares into a voting trust, or enter into any agreement (other than this Agreement), arrangement, or understanding with any person, directly or indirectly, to vote, grant any proxy, or give instructions with respect to the voting of the Shares, in each case, with respect to any of the matters set forth herein.

(j) *Voting Agreement, Not Voting Trust.* This Agreement is a voting agreement governed by Section 218(c) of the Delaware General Corporation Law, not a voting trust governed by Section 218(a)-(b) of the Delaware General Corporation Law, and should be interpreted accordingly.

(k) *Specific Performance.* It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(l) *No Liability for Election of Designated Directors.* No Voting Party shall have any liability for designating a director, for any act or omission by a designated director, or for voting for or against the removal of a designated director in accordance with the provisions of this Agreement.

(m) *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by (i) the Company, (ii) the Founder and (iii) the holders of a majority of the aggregate voting power of the Voting Parties; *provided, however*, that (a) Series C-2 Investors purchasing Shares under the Series C-2 Purchase Agreement after the Initial Closing (as defined in the Series C-2 Purchase Agreement), (b) holders of the Company's capital stock that sign the Joinder pursuant to the terms of this Agreement or the Company's bylaws, and (c) holders of the Company's Class A Common Stock that receive such securities pursuant to an award granted under the Theranos, Inc. 2013 Stock Incentive Plan may become parties to this Agreement by executing a counterpart of or joinder to this Agreement or the Joinder without any amendment of this Agreement pursuant to this paragraph or any consent or approval of any other Voting Party. Any such amendment, waiver, discharge or termination effected in accordance with this paragraph shall be binding upon each Voting Party that has entered into this voting agreement. Each Voting Party acknowledges that by the operation of this paragraph, the Founder and the holders of a majority of the aggregate voting power of the Voting Parties will have the right and power to diminish or eliminate all rights of such Voting Party under this Agreement.

(n) *No Waiver.* The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted both parties hereunder are cumulative and will not constitute a waiver of either party's right to assert any other legal remedy available to it.

(o) *Severability.* If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Agreement, and such court will replace such illegal, void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Agreement shall be enforceable in accordance with its terms.

(p) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

(q) *Prior Agreement Superseded.* Pursuant to Section 7(m) of the Prior Agreement, the undersigned parties who are parties to such Prior Agreement hereby amend and restate the Prior Agreement to read in its entirety as set forth in this Agreement, all with the intent

and effect that the Prior Agreement shall be hereby be terminated and entirely replaced and superseded by this Agreement.

(signature pages follow)

THELANOS, INC. CONFIDENTIAL

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The parties have executed this Amended and Restated Voting Agreement as of the date stated in the introductory clause.

COMPANY

Theranos, Inc.
a Delaware corporation

By:  _____
Elizabeth Holmes, Chief Executive Officer

FOUNDER

By:  _____
Elizabeth Holmes

[SIGNATURE PAGE TO AMENDED AND RESTATED VOTING AGREEMENT]

The parties have executed this Amended and Restated Voting Agreement as of the date stated in the introductory clause.

INVESTORS

Master Signature Pages of the Series C-2 Investors listed on Exhibit A and the Prior Investors listed on Exhibit B have been intentionally withheld per confidentiality agreements with the Company.

[SIGNATURE PAGE TO AMENDED AND RESTATED VOTING AGREEMENT

EXHIBIT A
SERIES C-2 INVESTORS

Series C-2 Investors not listed per confidentiality agreements with the Company.

THERANOS, INC. CONFIDENTIAL

EXHIBIT B
PRIOR INVESTORS

Prior Investors not listed per confidentiality agreements with the Company.

THERANOS, INC. CONFIDENTIAL

EXHIBIT C

FOUNDER

Elizabeth Holmes

THERANOS, INC. CONFIDENTIAL

**Memo: Theranos
Impact**

**Memo: Implications of Theranos' Work for
Global Health, Public Policy, and Those in Need**

Headquartered in Palo Alto, Theranos, Inc. is a consumer healthcare technology company. Theranos' clinical laboratory offers comprehensive laboratory tests from samples as small as a few drops of blood at unprecedented low prices.

Theranos' mission is to make actionable health information accessible to people everywhere in the world at the time it matters, enabling early detection and intervention of disease, and empowering individuals with information to live the lives they want to live.

Theranos was founded by Elizabeth Holmes in 2003 when she left Stanford's School of Engineering early to pursue this mission. Over the past 10 years, Theranos has built a novel infrastructure for generating actionable health information, working closely with Department of Defense and pharmaceutical companies to build its business. Last fall, Theranos made its infrastructure accessible directly to the consumer and physician communities in the United States for core clinical care, starting in Palo Alto, California and Phoenix, Arizona.

Theranos' work germinated from its focus on the fact that laboratory data drives more than 80% of clinical decision making in healthcare.

Today, laboratory data is not sufficiently accessible or actionable in either developing or developed economies.

The industry itself is predicated around technology that originated in the 1960s, with the invention of the first automated clinical analyzers and the emergence of the centralized reference laboratory.

Variability in laboratory test data across laboratories and laboratory testing costs are significant due to the centralized, mainframe nature of each lab.

Likewise, the tremendous overhead associated with sample transportation and shipments, maintaining sample integrity, and the amount of disparate equipment and expertise required for accurate diagnosis impedes the provision of actionable information and effective care at the time it matters.

By decentralizing the laboratory, standardizing high integrity analytical platforms, and making it possible to gain access to actionable health information at the time clinical decisions are being made, it becomes possible to facilitate earlier, more accurate interventions, and implement effective early detection for both infectious and chronic diseases.

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Theranos has built a certified laboratory infrastructure powered by Theranos devices that make it possible to run any laboratory test from a micro-sample of blood (taken from a finger-stick) or other any other fluid (nasal swabs, throat swabs, urine, feces, sputum, and others). Theranos tests are capable of generating results in less than an hour from the time a sample is processed.

Theranos' infrastructure leverages real-time cellular based connectivity to a centralized laboratory analysis system (software) for analysis and oversight of data collected in decentralized locations. The system is designed to improve the quality of laboratory data and provide the expertise of certified laboratory and medical experts in reviewing pathological data collected in locations where healthcare providers are not accessible.

By automating and decentralizing the laboratory, Theranos has made it possible to change the cost curve for laboratory testing. Theranos bills Medicare and Medicaid (as well as the uninsured and those with private insurance) at less than 50% of current Medicare reimbursement thresholds. In doing so, the company is helping lower laboratory test costs and reimbursement levels. Theranos has adopted a novel business model as what it sees as the first consumer healthcare technology company, engaging the consumer to help change the healthcare system.

Internationally, Theranos has been working toward introducing its systems as the foundation for a decentralized healthcare infrastructure, leapfrogging over the lack of conventional infrastructure (as cell phones did to landlines in many developing economies), by introducing analysis hubs for low cost testing at a fraction of existing testing costs.

Theranos analysis hubs will provide testing for infectious pathogens, (Theranos has developed over 100 pathogen tests including the full set of viral and bacterial pathogens as well as tests for resistance), and at the same time provide comprehensive health testing (CBCs, chemistry panels, immunochemistry, and so on).

Theranos' analysis system software runs customized, self-learning models and decision support tools that can be used to inform treatment, selection of therapy, or intervention options when access to an effective care provider is otherwise limited.

Theranos believes the ability to generate lab data in close to real-time has significant implications for the traditional diagnosis workflow.

We believe the ability to simultaneously measure viruses and bacteria in real-time has broad implications for antibiotic resistance and treatment.

We further believe our ability to measure infectious pathogens in real-time and model the spread and containment of disease through self-learning (epidemiological) models has significant implications for facilitating the mitigation of critical diseases, while simultaneously helping to establish a decentralized care delivery system through the same infrastructure.

**Confidential:
Theranos Briefing**

theranos

Confidential Overview

This presentation and its contents are Theranos proprietary and confidential.



goodbye, big bad needle.

Theranos, Inc.

Headquartered in Palo Alto, California, Theranos is a Silicon Valley-based company founded in 2003.

Theranos' proprietary, patented technology runs comprehensive blood tests from a finger-stick and tests from micro-samples of other matrices, and generates significantly higher integrity data than currently possible.

Theranos is the world's first and only CLIA-certified laboratory running its tests on micro-samples.

Current and past clients include 10 of the top 15 major pharmaceutical companies, midsized bio-pharmas, prominent research institutions, healthcare payors, and U.S. and foreign government health and military organizations.

Our mission is to make actionable health information accessible to everyone at the time it matters.

theranos

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Our Board

Elizabeth Holmes: Theranos Chairman, CEO, and Founder

George P. Shultz: Former U.S. Secretary of State, Secretary of Treasury, Secretary of Labor, and President of Bechtel

Gary Roughead: Former United States Admiral and Chief of Naval Operations

William J. Perry: Michael and Barbara Berberian Professor at Stanford University; former U.S. Secretary of Defense

Sam Nunn: Co-chairman and CEO of NTI; former United States Senator and Chairman of the Senate Armed Services Committee and the Permanent Subcommittee on Investigations

Richard Kovacevich: Former CEO of Wells Fargo & Company

James N. Mattis: Retired U.S. Marine Corps general and commander of the United States Central Command

Henry A. Kissinger: Former United States Secretary of State, Assistant to the President of the United States for National Security Affairs, and recipient of the Nobel Peace Prize

William H. Frist: Chairman of the Executive Council of Cressey and Company, former U.S. Senate Majority Leader

William H. Foege: Former Director of CDC, epidemiologist and health innovator behind the successful campaign to eradicate smallpox

Riley P. Bechtel: Chairman of the Board and a Director of Bechtel Group, Inc.

Sunny Balwani: Theranos President and COO

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Theranos is certified as a High Complexity CLIA Laboratory

Waived

Simple, accurate tests without routine oversight

Moderate

Most tests fall in this category; automated testing where the lab must meet standards and surveyed biennially

PPM

Provider performed microscopy; the lab must meet quality standards; no routine oversight

High Complexity

Requires the highest level of training, technique and result interpretation; most stringent standards; labs are surveyed routinely and randomly

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF COMPLIANCE

LABORATORY NAME AND ADDRESS

THERANOS INC
1601 S CALIFORNIA AVE
PALO ALTO, CA 94304-1111

LABORATORY DIRECTOR

ADAM ROSENDORFF MD DIRECT

CLIA ID NUMBER

05D2025714

EFFECTIVE DATE

01/09/2014

EXPIRATION DATE

01/08/2016

Pursuant to Section 553 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown hereon (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Justed G. Yost

Justed G. Yost, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

Theranos Proficiency Testing and Audits

Since 2011 Theranos' CLIA lab has been subjected to regular proficiency testing (testing of blinded samples) by multiple nationally recognized agencies. The lab is also audited and inspected every two years by CLIA and also by the New York Department of Health. Theranos successfully completed these most recent inspections in June '14 and December '13, respectively. Additional representative surveys include:

Agency Survey	Date	Score
API Hematology	11/23/2011	100%
API Chemistry / Immunology / Immunochemistry	6/1/2012	100%
NY Clinical Chemistry	9/10/2012	100%
API Hematology / Coagulation / Body Fluid	11/28/2012	100%
CAP Infectious Disease, Respiratory -A	4/9/2013	100%
API Microbiology	7/9/2013	100%
NY Oncology	1/28/2014	100%
CAP Chlamydia / GC	6/23/2014	100%
CAP Hepatitis Viral Load-B	7/1/2014	100%

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Validation of Theranos Tests

Theranos has been comprehensively validated over the course of the last seven years by ten of the fifteen largest pharmaceutical companies, with hundreds of thousands of assays processed.

After running clinical trials with Theranos instead of the central laboratory, GlaxoSmithKline's Lab Director concluded that "Theranos' lab infrastructure eliminates the need for a lab."

Theranos calibrates and validates its systems to  FDA,  CDC,  ICH and  World Health Organization guidelines and standards where accessible.

Excerpts from Johns Hopkins due diligence and technology validation:

- "The technology is novel and sound. It can accurately run a wide range of routine and special assays."
- **"No major weaknesses were identified."**



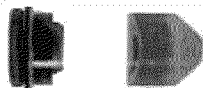
JOHNS HOPKINS
MEDICINE

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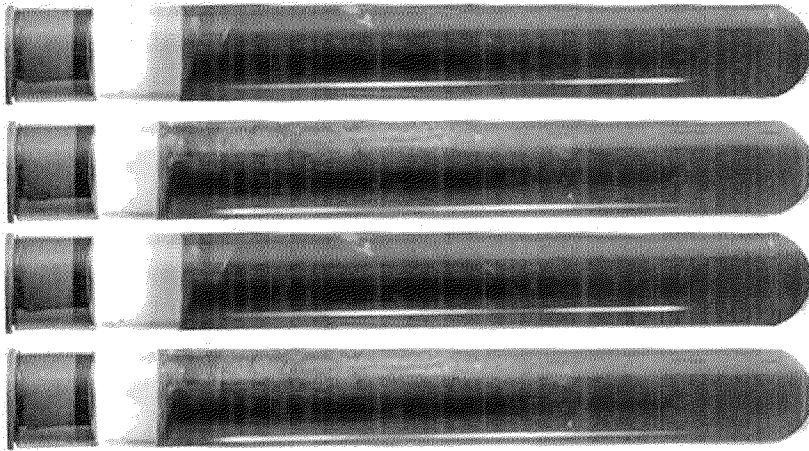
**For the first time,
tests can be done with just a tiny sample,
and at a fraction of the cost**



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the only thing you should feel is better.



the blood test, reinvented.  theranos

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Overview of Current Laboratory Market

- Decades old business processes - and technology investments around those business processes - with very little motivation to innovate, has created a duopoly of businesses burdened with infrastructure costs and little/no R&D.
- Manual handling of samples at every step of the process yields significant quality and usability issues with current lab results.
- Select contracts between labs and insurance companies have set precedent for higher costs for “pull through” patients.
- Healthcare reform, increasing healthcare costs, and the changing market dynamics make this industry ripe for innovation.

Access to Actionable Health Information at the Time it Matters

Access:

- Unprecedented cost
- Micro-samples
- Geo-access
- Convenience: extended hours of operation
- Speed of results

Actionable Information:

- High Complexity CLIA certified laboratory
- Automation and standardization
- Reflex across test methodologies
- Longitudinal data
- Screenings

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Cost Savings

The full range of tests. A fraction of the costs.

THEIRANOS RATES ARE ALWAYS
50% OR LESS
THAN MEDICARE COVERED RATES

Theranos is committed to making lab testing more accessible to everyone. That means pricing our tests dramatically lower than currently available options.

We can bill all major insurance carriers as well as Medicare and Medicaid.

Uninsured patients are offered the same discounted prices.

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Cost Savings (continued)

- Many of Theranos' initial price points are 70% below Medicare reimbursement amounts for all currently run tests/CPT codes.
- Theranos Systems in physician offices stamp out leakage problems/out-of-network testing at the root of the problem.
- Real-time testing and reflex testing during office visits enable better physician decision making and reduced visits by eliminating test result delays.
- Real-time data in ER & hospitals reduces hospital bed stays and costs.
- The unprecedented lack of variation from system to system yields higher integrity data and longitudinal trending, enabling earlier insight into the onset/progression of disease and reducing unnecessary secondary procedures from results which currently show up as false positive results.
- Earlier insight into disease progression and earlier intervention will reduce ER/hospital visits.

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Exemplary Price comparison

Test	Standard Lab Costs*	Medicare Price	Theranos Price
Comprehensive Respiratory Panel	\$1,222.30	\$1,000.00	\$49.95

Theranos' prices translate into meaningful savings for all payer channels and cash paying members.

Theranos price = \$49.95 (95% discount to Medicare)

Exemplary Price comparison

Test	Standard Lab Costs*	Medicare Price	Theranos Price
Chlamydia/ Gonorrhea	\$200.00	\$95.74	\$34.95

Theranos' prices translate into meaningful savings for all payer channels and cash paying members.

Theranos price = 63% discount to Medicare

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Exemplary Price comparison

Test	Standard Lab Costs*	Medicare Price	Theranos Price
Hepatitis C Screening	\$127.95	\$19.47	\$9.81

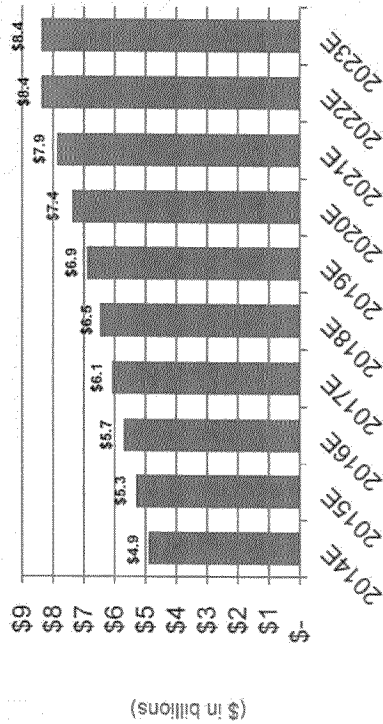
Theranos' prices translate into meaningful savings for all payer channels and cash paying members.

Theranos price = 50% discount to Medicare

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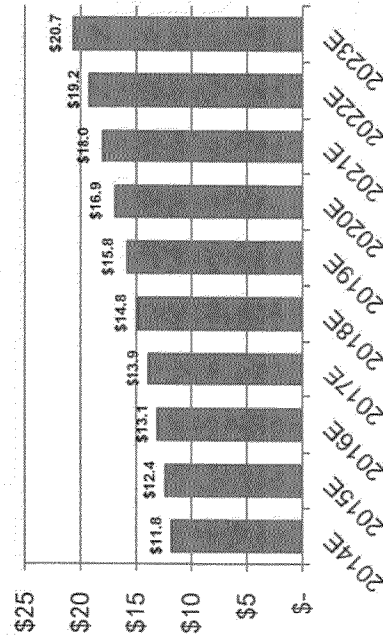
Cost Savings: National Medicaid

Est. Direct Out-of-Pocket Lab Cost Savings for National Medicaid



10-year aggregate savings of \$67 billion

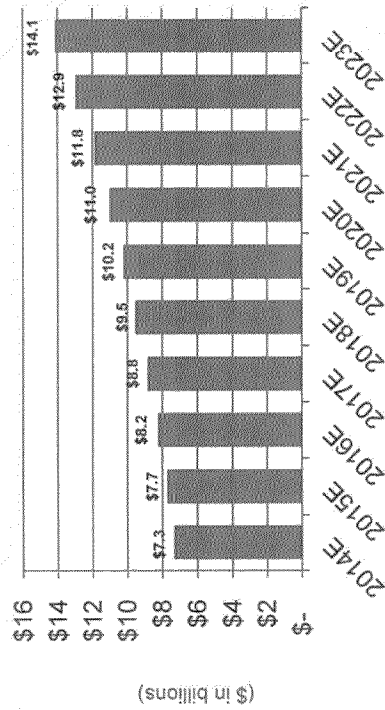
Est. Cost Savings from Reduced Visits for National Medicaid



10-year aggregate savings of \$157 billion

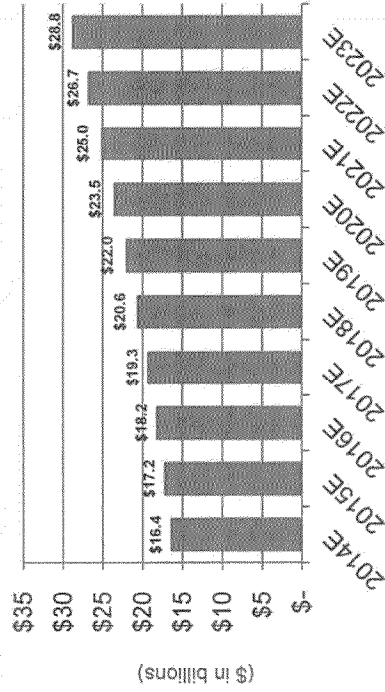
Cost Savings: National Medicare

Est. Direct Out-of-Pocket Lab Cost Savings for National Medicare



10-year aggregate savings of \$102 billion

Est. Cost Savings from Reduced Visits for National Medicare



10-year aggregate savings of \$218 billion

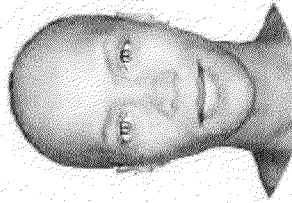
Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

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Specialized for Every Specialty

Theranos is a new standard in lab testing that can help every practice. And we offer even more specialized tools for patients with specific needs.



Oncology

With Theranos, patients can get all the necessary frequency with less trauma. Our micro-sample size lowers the risk of anemia and other secondary effects of large-volume draws.



Pediatrics

When you're caring for the tiniest patients, even a simple blood draw can be the biggest obstacle. But since we only require tiny drops, our tests are less traumatic, giving you more smigs and fewer tears.



Geriatrics

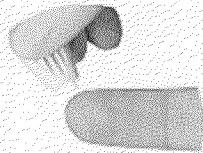
With Theranos, you can process samples from patients with collapsed veins without the discomfort they go through now. No more searching for veins, no more painful draws from the knuckle or back of the hand.

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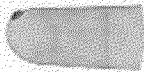
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Same Tests, a Whole New Approach

The actionable information you need,
1/1,000 the size of a typical blood draw.



First Step: Insertion



Next Step: Collection



Final Step: Extraction

Theranos runs any test available in central laboratories, and processes all sample types.

All tests match existing reimbursement codes.

Theranos provides the highest level of oversight, automation, and standardization in our pre- and post-analytic processes, ensuring the highest levels of accuracy and precision.

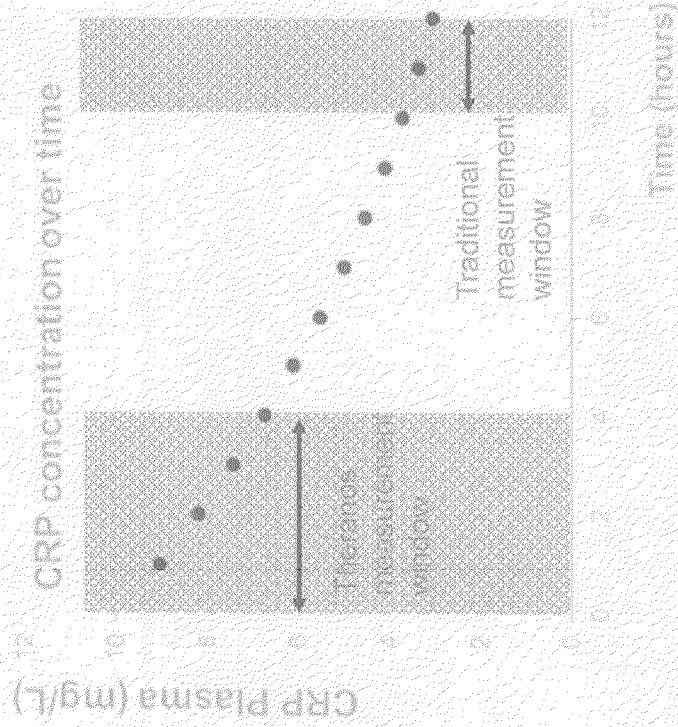
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Better Data from Fresher Samples

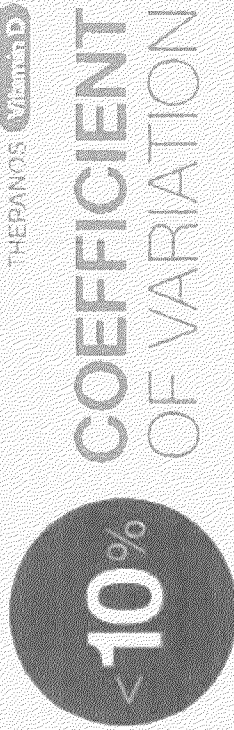
Theranos rapidly processes samples from our distributed PSC locations, allowing for analysis of key markers before their analyte decay rates affect result integrity.

Certain analytes decay rapidly in blood/serum, having half-lives of less than 12 hours. CRP for example has a half life of 7 hours.



A New Standard in Quality

The highest levels of accuracy.



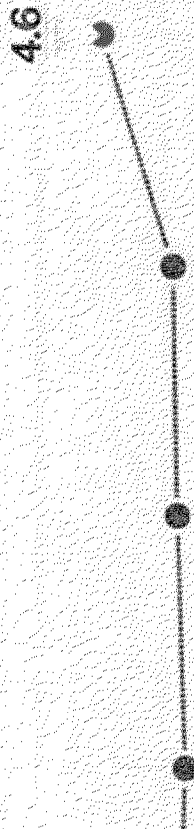
By systematically controlling and standardizing our processes, Theranos offers tests with the highest levels of accuracy.

Theranos automates pre- and post-analytic processes, drastically minimizing human processing – the cause of the majority of lab test errors.

A New Standard in Quality

More precise trending.

Prostate-Specific Antigen (PSA)



By making it easier to precisely measure your body's information at the needed frequencies, we can help clinicians see small changes in test results as they emerge over time.

Theranos Systems are designed to help monitor chronic disease states, providing accuracy and precision over time through the standardization of our systems.

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New Possibilities in Lab

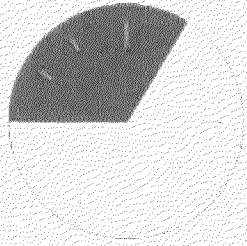
Routine, Specialty and Esoteric Testing

- All 1000+ currently run tests/CPT codes are available through Theranos
- Theranos runs any test available in central laboratories
- Theranos can process any sample type
- All tests match existing reimbursement codes
- With CLIA certification, Theranos is a nationally accredited provider

Higher Quality Data

- Variability among traditional labs prevents insight into:
 - Early disease onset, progression, and regression
- The unprecedented lack of variation with Theranos yields:
 - Higher integrity data and longitudinal trending
 - Earlier insight into the onset/progression of disease
 - Reduction in unnecessary secondary procedures from results which currently show up as false positive results

Faster results. Faster answers.



RESULTS
IN HOURS

NOT DAYS

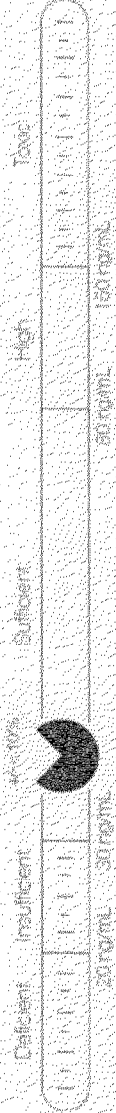
Theranos' micro-sample analysis is performed at amazing speeds, so we can report results faster than previously possible.

Data reported in high quality and in real-time becomes actionable information for improved decision making.

A Better Way to See Results

Vitamin D

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Results are conveniently accessed through [theranos.md](#), our secure digital hub that organizes all your results, or accessed through traditional methods.

Results are reported in easy-to-read graphs, allowing for better visualization of test data in a new, informative way.

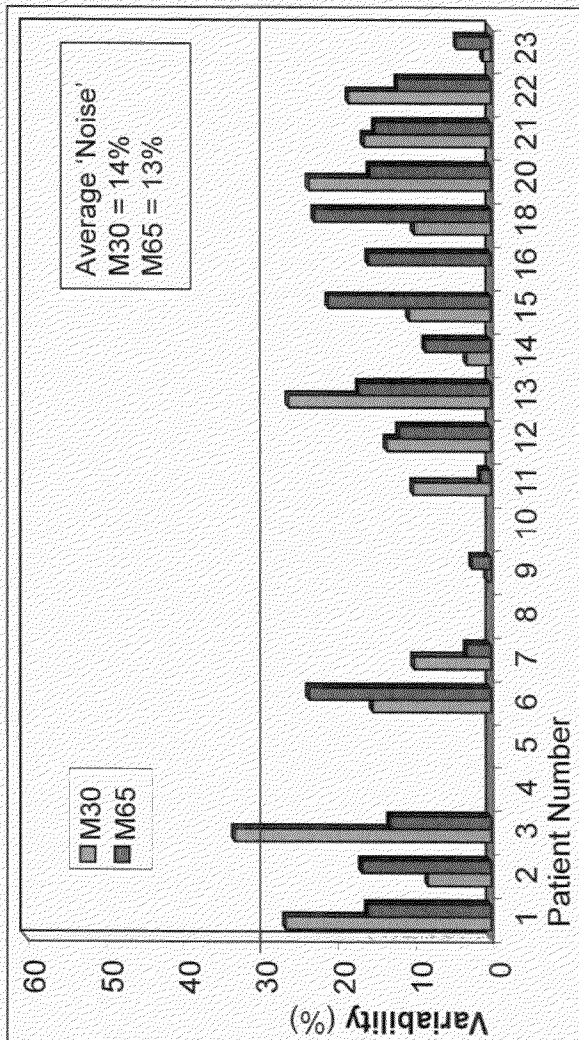
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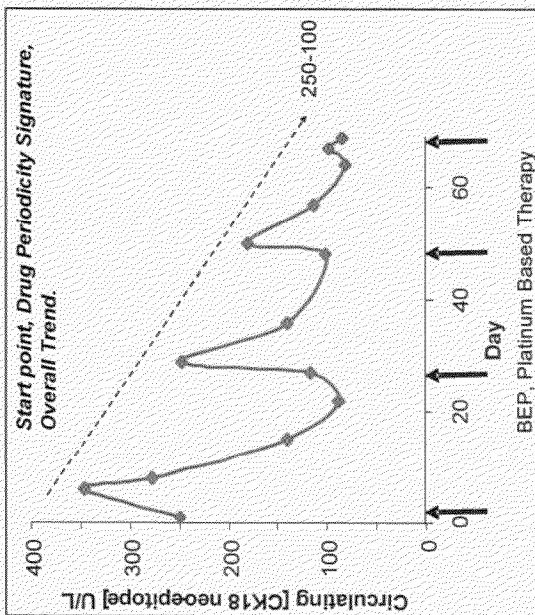
Predictive Insight: Disease Progression

Robust studies have shown that more frequent sampling on a low variability platform allows characterization of trends that cannot be seen when patients come into the clinic for blood draws less frequently and run in traditional labs.

Variability in M30 and M65 Pre-dose Levels
(5-7 day gap between 2 pre-dose samples)



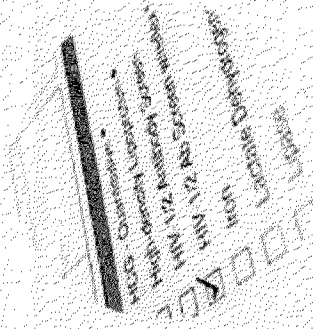
Time series: chemo-sensitive solid tumor and M30 M65 trends



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Comprehensive Testing Across Methodologies

Auto-Reflex Testing



When clinicians order tests with Theranos, they can specify follow-on tests to run automatically on the same sample if certain tests are out of range.

This saves patients another trip to the lab, avoids prophylactic decision-making and unnecessary prescriptions, and helps clinicians properly diagnose conditions sooner than they would be able to with conventional processes.

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An Entirely New Lab Experience

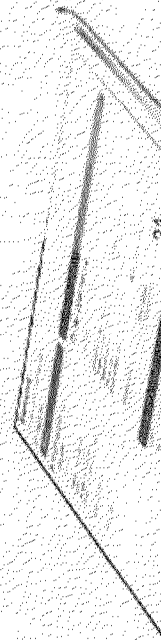
Theranos Information Systems

Theranos Information Systems facilitate real-time eligibility, authorization, authentication, information transmission, and billing

All data is transmitted to physicians through a secure customized portal, secure fax, and/or integration with EMR/LIS systems

Data visualization tools and front and back-end decision support applications support actionable interpretation of results

Providers and partners will have a customized portal for real-time access to data, analyses, and clinical decision support based on dynamic, individual patient data



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Theranos Systems at Retail

- General lab testing is a \$180 billion/year market and growing.
- On average, every American runs blood tests >3 times a year.
- The current largest traditional laboratory, which only controls a small percentage of the general lab testing market, processes more than 151 million test requisitions.
- Replaces old infrastructure with new.
 - Infectious and chronic disease infrastructure.
- Increases traffic to retail stores and pharmacies.

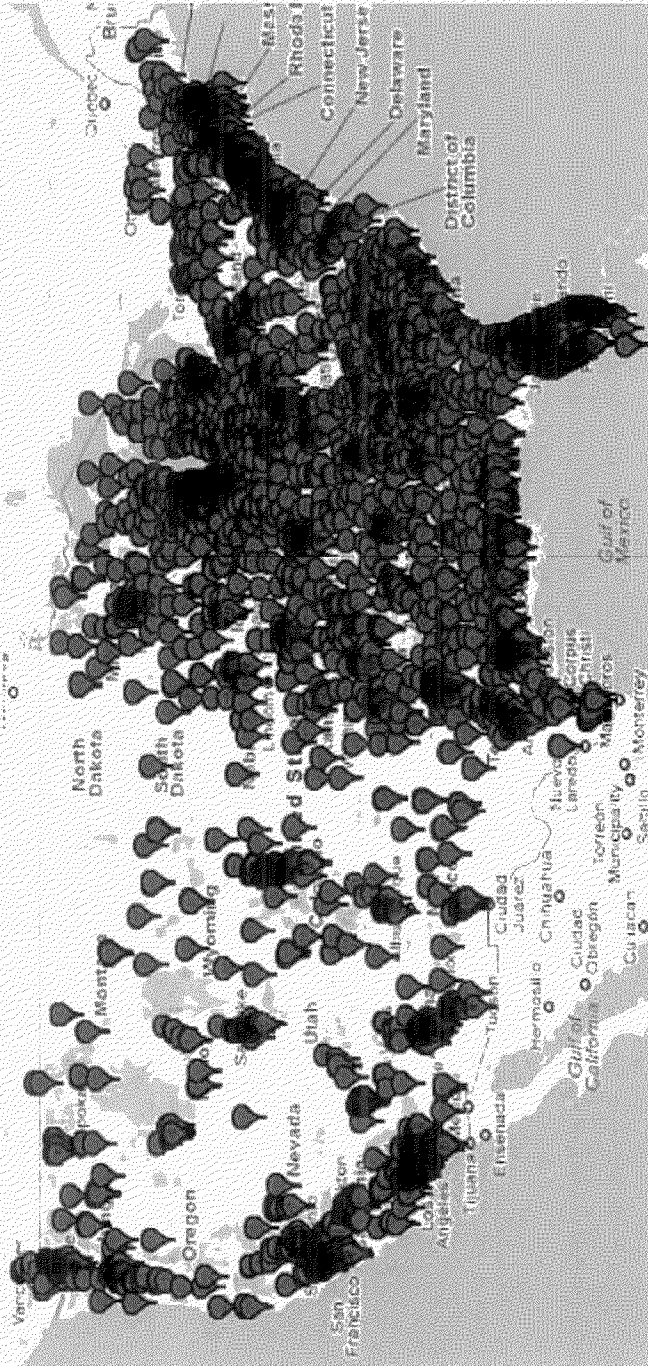
Theranos Infrastructure

National retail footprint and health plan partnerships throughout the United States for an unprecedented infrastructure which exceeds that of any commercial laboratory in today's market.

Medicaid partnerships with states across the country regarding the exceptional impact on healthcare delivery and cost reduction.

Medicare partnership at the federal level focusing on improvements in delivery of services and Medicare cost reduction.

Theranos' Footprint Upon National Deployments: Theranos Wellness Centers in Walgreens



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Theranos Wellness Centers

Walgreens & other retail pharmacies

Theranos' Footprint at retail:

Theranos Wellness Centers are located within a smaller radius from the patient, and open longer hours than currently available

Theranos has more Wellness Centers than any lab provider in CA

Convenience is offered at an unprecedented value

	1 mile	3 miles	5 miles
theranos	> 95%		
Current largest independent laboratory	9%	45%	69%
Current 2 nd largest independent laboratory	7%	35%	56%

Theranos Wellness Centers



theranos is now in
Walgreens

Theranos[®] Wellness Centers will soon be located within Walgreens stores nationwide.

Theranos is introducing groundbreaking new spaces that transform the way patients and clinicians think about lab tests.

Theranos Wellness Centers are designed to make the patient experience as easy and comfortable as possible.

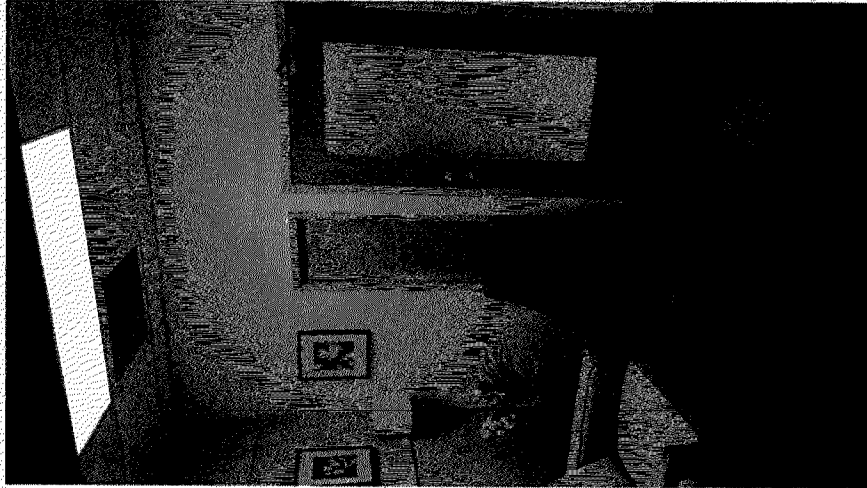
By giving people an easier way to get their lab testing done, they are more likely to be compliant with clinician lab orders.

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Theranos Wellness Centers



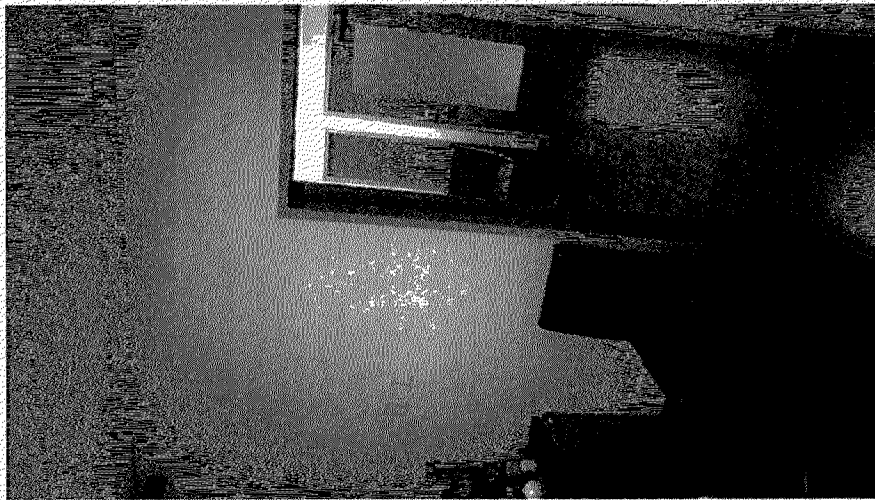
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Theranos Wellness Centers



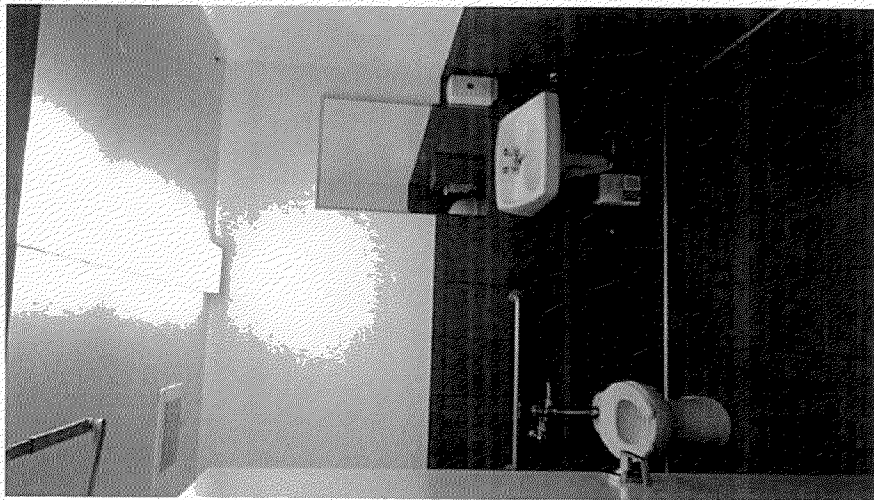
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Theranos Wellness Centers



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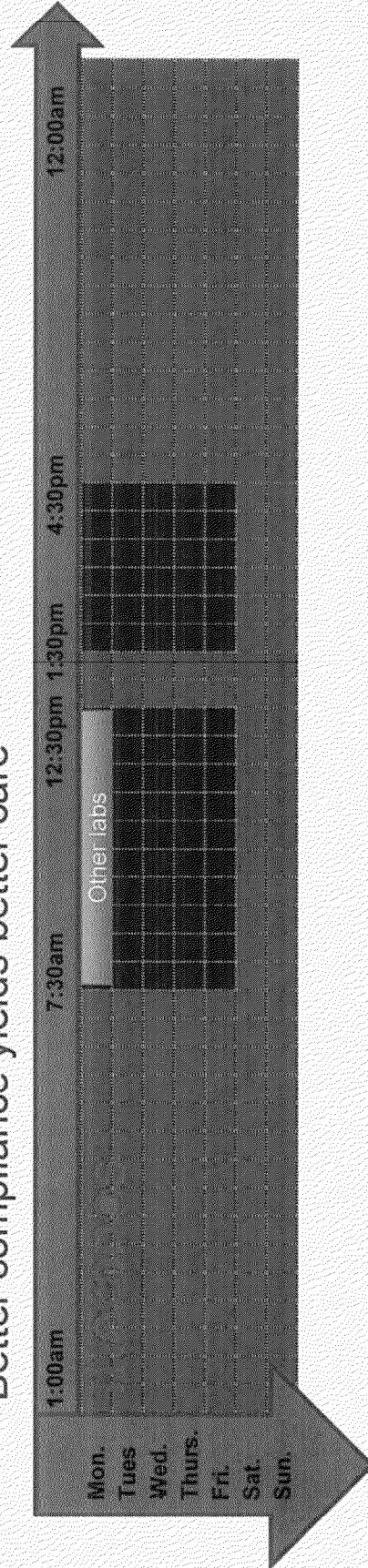
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Convenient Results 24x7

Theranos Wellness Centers are open 24 hours per day, 7 days per week

- 3x more operating hours per week than any national lab provider
- Painless patient experience any time of day
- Significant economic impact in reduction of physician office visits
- Better compliance yields better care



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Seamless Integration with Physician Practices



Send samples to us.

You can send us samples using your smallest vacutainers. Just sign up and we'll help you register and arrange courier/delivery options.

Send us samples today!

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1001 S. California Ave #1750 Alhambra, CA 91804

PLEASE REGISTER!
Activate my account

Address
 City **State** **Zip**
 Phone **Fax** **Business**
 Company Name **Company Address**
 Company Phone **Company Fax**

Send patients to us.

Or download our lab order form and send your patients to our convenient Theranos Wellness Centers. Sign up today and we'll get you set up.

Physicians can choose between sending patients to our convenient Theranos Wellness Centers, or drawing samples in their office or facility.

Theranos accepts all paper lab order forms in addition to offering our own form.

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Theranos Hospital Partnership Benefits

- Theranos technology provides the opportunity for hospitals to significantly reduce costs of lab services
- Theranos' platform can be made accessible to employed and affiliated hospital physicians
- Theranos can provide testing services for all send-out tests while reducing the cost of testing services for the hospital
- Collection of small blood samples improves patient experience and reduces hospital labor costs
- Improvements in lab infrastructure create a significant differentiator for hospitals by providing greatly improved patient experience (notably pediatrics, geriatrics and oncology)

Recent Press



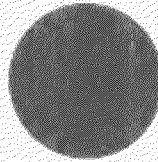
GlobalBiz: Health Technology



This CEO is Out For Blood



Bloody Amazing



Change Agents: Elizabeth Holmes Wants Your Blood

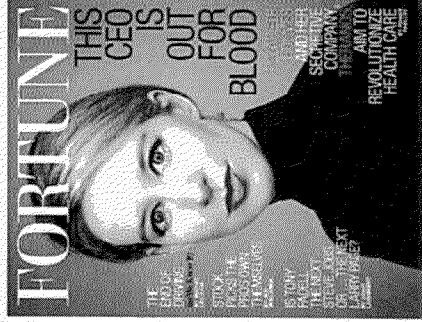


Theranos CEO on Company's Blood Testing System

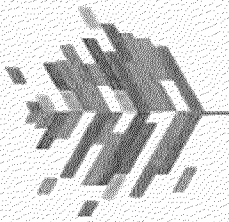


Health-care Company to Open SkySong Operation

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Recent Public Appearances



Aspen Ideas Festival 2014

June 25: "Personalized Medicine: The Future is Now"

Moderator

Elliot Gerson, EVP of Policy and Public Programs,
International Partners, The Aspen Institute

Speakers

Elizabeth Holmes, Founder & CEO, Theranos
Margaret Hamburg, Commissioner, FDA
Harvey Fineberg, President, Institute of Medicine



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Theranos Headquarters: Palo Alto, CA

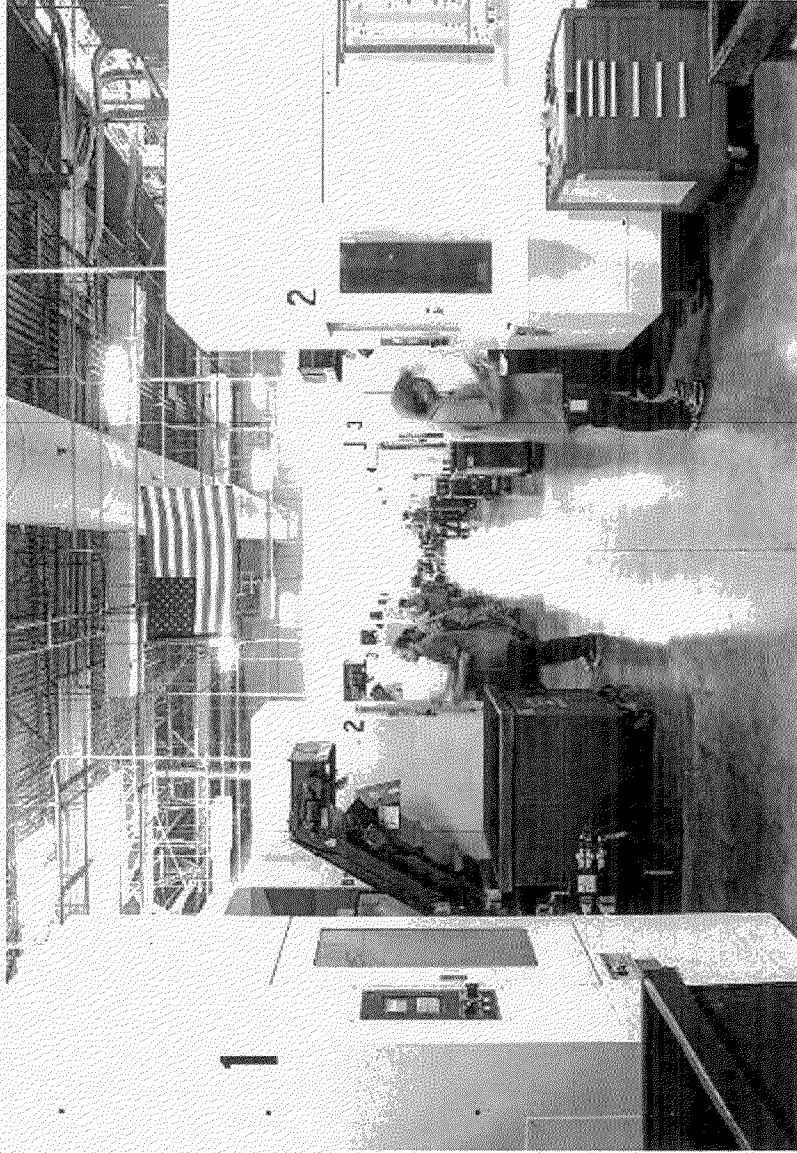


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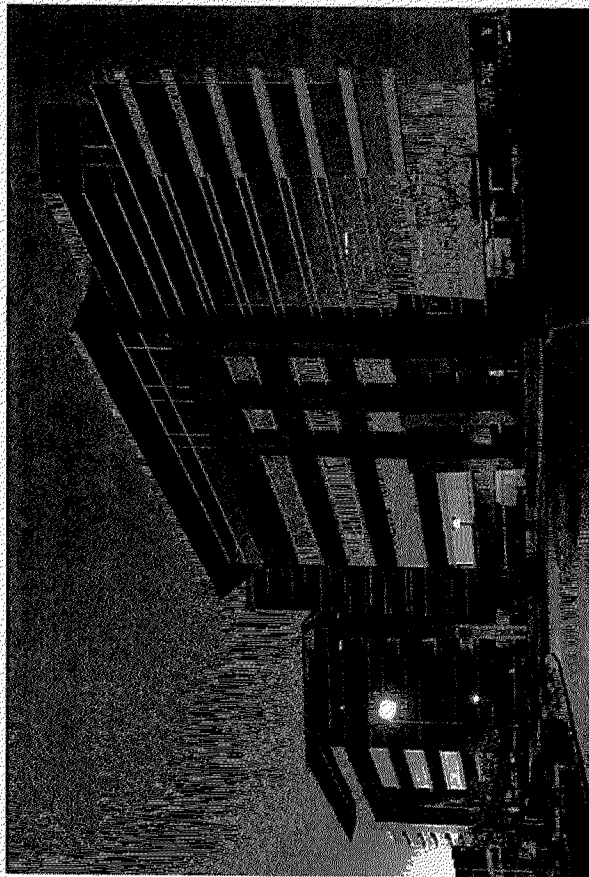
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Theranos Facilities: Newark, CA



Theranos Facilities: Arizona



Scottsdale



SkySong

Recent Feedback

- "I don't have insurance and have to pay cash for everything. No one can ever give me a quote or a fixed price. Theranos and their transparency is so unusual " – **Customer at 6128**
- "I went to Lab Corp and was stuck 16 times before I came to Theranos. I am incredibly pleased and will never go anywhere else to get blood drawn" – **Customer at 5222**
- "Theranos is not only just ten minutes away from my house, but their prices are amazing, too" – **Customer at 3464**
- "I am a diabetic and have to have lab work done every two weeks. Last month, I paid \$500 out-of-pocket at LabCorp. The prices and the finger stick change my life" – **Customer at 11610**
- "I am normally a very hard venous stick, but I didn't feel a thing with the finger stick. This is amazing" – **Customer at 11182**
- "I have a high-deductible plan and usually have to pay \$391 for lab work. Today, with Theranos, I paid 54" – **Customer at 4139**
- "Last time I got billed for my tests at another lab it was \$627, at Theranos is was \$104" – **Customer at 4139**

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Recent Feedback (continued)

- "I am so glad my doctor told me about Theranos. Last time at Sonora Quest I paid over \$900" – **Customer at 3049**
- "I am not a big fan of Quest and my physician highly recommended Theranos. This was perfect, especially because I pay out-of-pocket" – **Customer at 4046**
- "I usually go to Lab Express to have my lab work done. When I go there it costs me \$140, with you, it costs me \$17" – **Customer at 3464**
- "Not only was the finger stick easier for my daughter (11 years old), but we're uninsured and your prices are great" – **Customer at 3464**
- "I wish I would have known about your services sooner; I would have saved a ton of money. I get tests done every three months" – **Customer at 5453**
- "I am very happy Theranos is inside Walgreens; it's convenient. Plus, I get off work at 4 PM and other labs close their doors at 3:45 PM. Theranos has great hours of operation" – **Customer at 4139**
- "I am very happy Theranos is inside Walgreens; it's convenient. Plus, I get off work at 4 PM and other labs close their doors at 3:45 PM. Theranos has great hours of operation" – **Customer at 4139**

Recent Feedback (continued)

- "I usually have to ask for a ride to get my blood work done, but with Theranos, I can conveniently get my lab work done without asking for a ride" – **Customer at 4139**
- "Our six year old son had a great experience today because of how well the Theranos Phlebotomist handled things" – **Customer at 4139**
- "This was quick; normally I wait for hours at Quest" – **Customer at 4046**
- "I'm uninsured and typically pay \$70 more at Fit Health Care Clinic than I paid today at Theranos. Other places must be in a racket. I am coming here from now on" – **Customer at 3464**
- "I have been putting off my lab work for a year because another lab quotes me \$1,000 for these tests. Today's visit cost less than \$100 for me" – **Customer at 3464**
- "This was much easier than any other lab experience I have had, all because of the finger stick" – **Customer at 6128**
- "My physician sent me here because if I did the tests at his lab it would cost me \$300 and the physician was going to have to break the tests up because of the costs. I was able to get all of the tests done at once, since it only costs me \$20 here" – **Customer at 5453**

Recent Physician Feedback

"This has literally has brought some of my patients to tears....I see a lot of uninsured patients and they do not get their labs unless I force them...this has changed my patients lives. Our office administrator only wants us to use our in our house lab SQL...but we are rebels here we do what is best for our patients and that is Theranos" – **Dr. Stephen Bescak, Family Medicine**

"You guys are changing the world and I'm having so much fun talking about it!" – **Dr. Joseph Prendergast, Endocrinology**

"Well, Theranos is the Walmart of laboratories - you are on every street corner and you are pushing your competitors to do what you do, push pricing down. Most will not want to play with you and are probably running scared. Good for Theranos for finally doing what is right - like Walmart you will be a household name known for thinking of the customer first." – **Dr. John Elliott, OBGYN / Maternal Fetal Medicine**

Recent Physician Feedback (continued)

"I went to the lab and just kept checking things off to be tested because it was so inexpensive. I got almost 10-15 labs for under \$100 and the phlebotomist was great. The easiest draw I have had. Everything was really clean and calming, I was almost in a trance with the music, water and tvs. A really cool experience. Did I just say that about labwork? Wow!" – **Dr. Michael Fahmy, Anesthesiology / Internal Medicine**

"LabCorp came in and dropped their prices to match yours; I asked them why can you suddenly offer prices like this now and not years ago?!" – **Dr. Ashwin Patel, Internal Medicine**

"This is truly a patient's life changing service. I see so many patients that are self pay and we cannot properly diagnose them because they can't afford their labs... I am SO excited that Theranos has developed this new technology, convenience, and price points... I can see this being my lab of choice for everyone that needs blood work. Let's try to get more FP and IM on board so that all of our records are similar...let's do this together" – **Dr. Nadeem Hussain, Cardiology**

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Recent Physician Feedback (continued)

"The experience I had was truly amazing! I had sent a few patients to Theranos before I went for my own labs and now I will be sending all of my patients to Theranos." – **Dr. Kirsten Correia, Naturopath**

"You guys are perfect. The patients love it - the convenience, the price and less blood! The results have been prompt and accurate. I love it!" – **Dr. Petran Beard, DO / Preventative Medicine**

"I've been delaying getting lab work done; this is such an easy option I'm excited to try it out myself."
– **Dr. Bowne, Family Medicine**

"Patients tell us all the time how much they love the convenience." – **Dr. Lopez Jr, Family Medicine**

**Physician
Directed Testing**

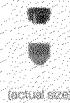
welcome to
a revolution
in lab testing.

one tiny drop
changes
everything.

At Theranos, we're changing lab testing forever. As the world's first and only CLIA-certified laboratory capable of running all its tests on micro-samples, we can perform our tests on tiny sample amounts. So now it's easy to know more about your own health. And the more you know, the more you can do to live the life you want to live. The life you deserve to live.



the blood test, reinvented.



one drop.
a world of
answers.

With Theranos, all we need is a tiny sample. And from that sample, we can perform the full range of tests. So now you can have all your labs—from blood, urine, fluids and more—done simply and easily.

And since we use a tiny finger stick instead of a huge needle, it's more comfortable and a lot less scary. For patients big and small.



goodbye, big bad needle.

getting
started with
theranos.

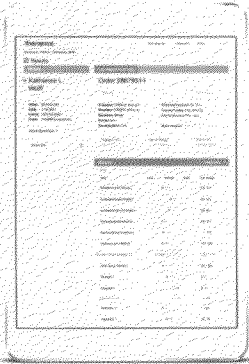
You have a choice of where to have your lab tests done. And when. With Theranos Wellness Centers in local Walgreens stores, you can choose convenient appointment times, including nights and weekends.

To get started, ask your doctor about Theranos. Or simply bring your clinician's order form to your nearest Theranos Wellness Center and we'll do the rest.

You can find us at theranos.com/locations.

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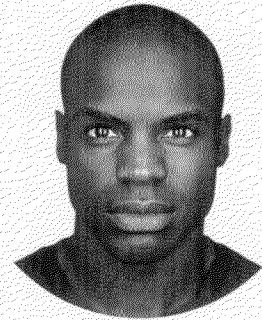
everything at your fingertips.

From ordering tests to reporting results, every aspect of your Theranos testing is connected through our secure digital network. So you and your doctor get answers quickly, accurately, and securely.

**know more.
do more.**

When it comes to your health, knowing changes everything.

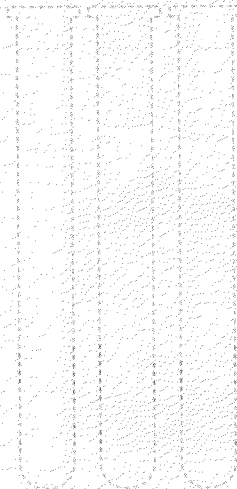
And we believe you have the right to know everything that's happening inside your body. So you can do more to live the life you want to live.



ask your physician about Theranos
or visit theranos.com



finally, a lab test that asks less of you.



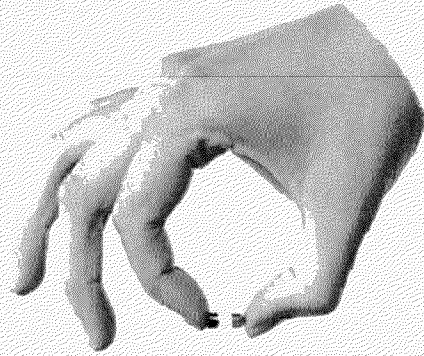
Our certified labs perform precise tests on a sample 1/1,000 the size of a typical blood draw. No more big vials to fill. No more searching for a good vein.

**better
answers,
faster.**

By automating our pre- and post-analytic processes, we drastically minimize human processing – the cause of the majority of lab test errors. By standardizing our processes, we offer tests with the highest levels of accuracy.

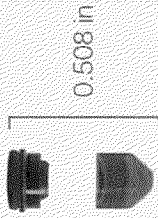


For the first time, we include graphical depictions of all your results in our lab reports to help you better understand your lab data, with descriptions of test accuracy.



theranos

theranos means a new paradigm of diagnosis.

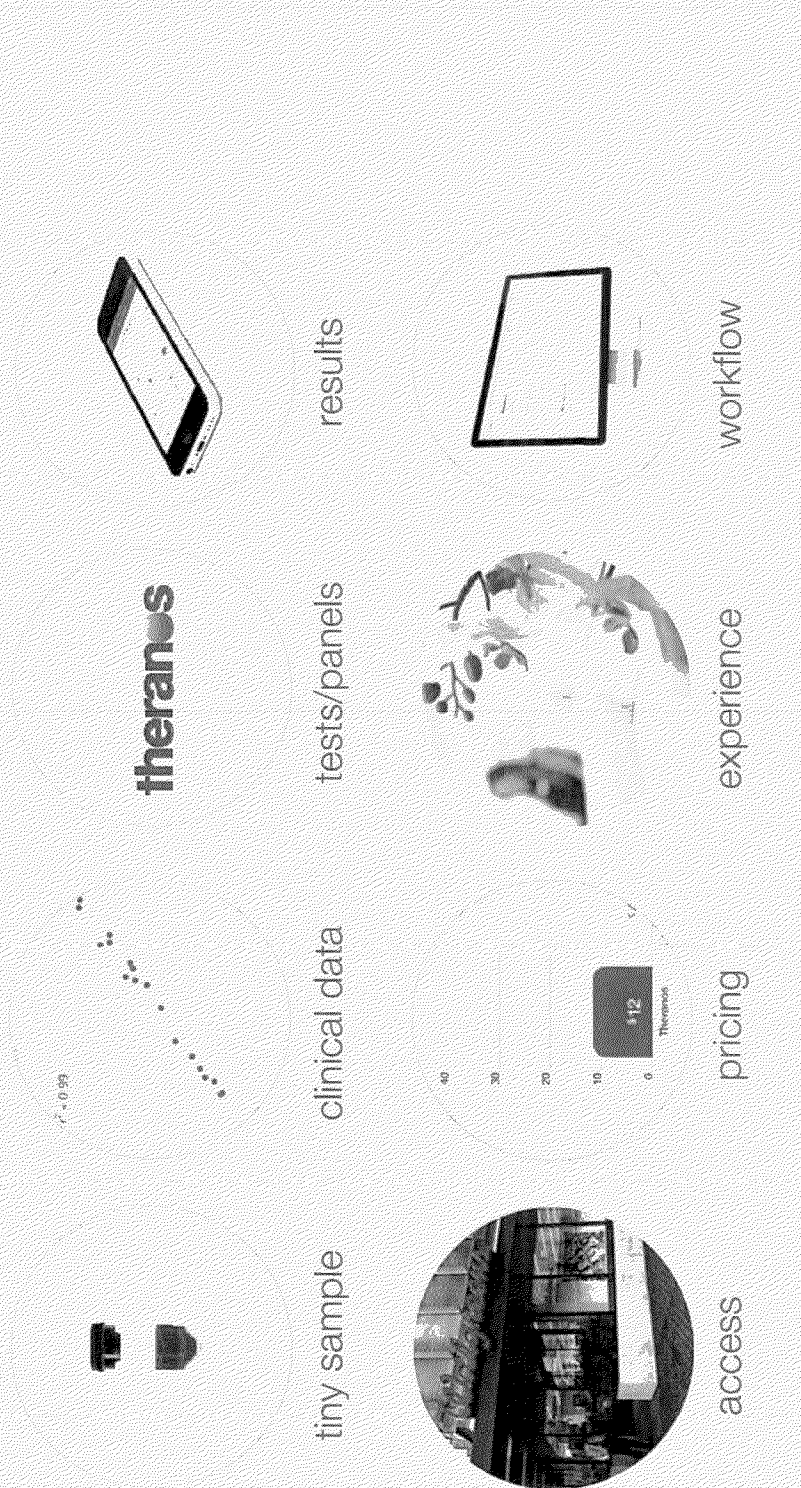


Our mission is to make actionable information accessible
to everyone at the time it matters most.

Theranos has been certified as a
high-complexity CLIA lab since 2011

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access to actionable information at the time it matters.

Access

- Micro-samples
- Unprecedented affordability
- Convenient locations
- Night and weekend hours
- Fast results

Actionable information

- High-complexity CLIA certified laboratory
- Automated processes and standardized tests
- Automated reflex testing
- Screenings

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the lab tests that need just a tiny sample.

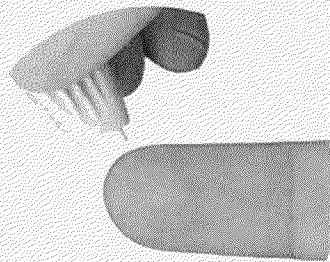


VS

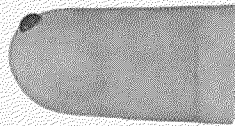
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the blood test, reinvented.



no big needles.



just a tiny sample.



the new way.

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certifications and clinical proficiency.

HIGH COMPLEXITY CLIA LABORATORY CERTIFICATION

- Thousands of tests performed for physicians in Arizona
- Licensed in almost all 50 states
- Hundreds of thousands of assays processed for 10 of the 15 largest pharmaceutical companies and military organizations
- Monthly proficiency testing and ongoing participation in multiple proficiency and accreditation programs
- All tests validated under and to the following guidelines:



assay methodologies.

The same methodologies, automated and standardized to give you answers faster
and with less blood

Representative Assays

Clinical Chemistry
Toxicology

Immunology
Endocrinology

Hematology

Microbiology

Illustrative Methodologies

Enzymatic assays, agglutination assays

Immunochemistry, such as ELISA

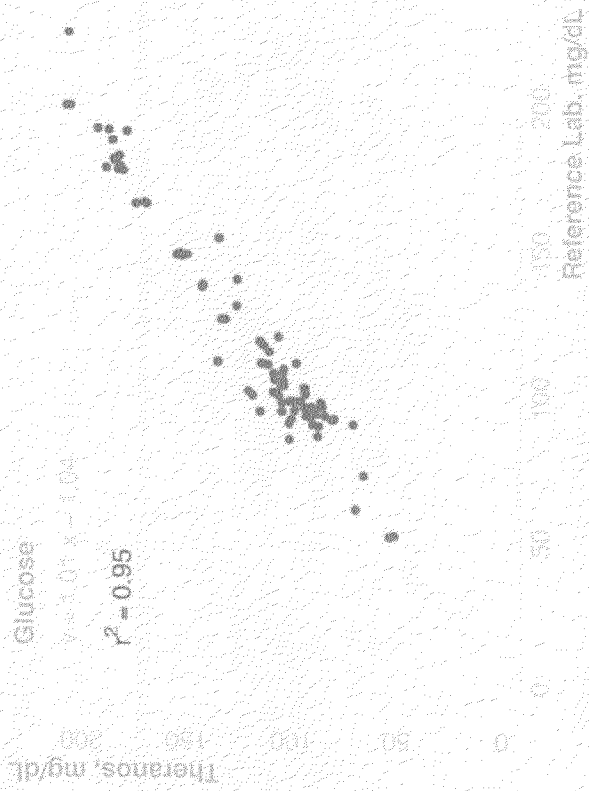
Cytometry, immunohematology

Nucleic acid amplification

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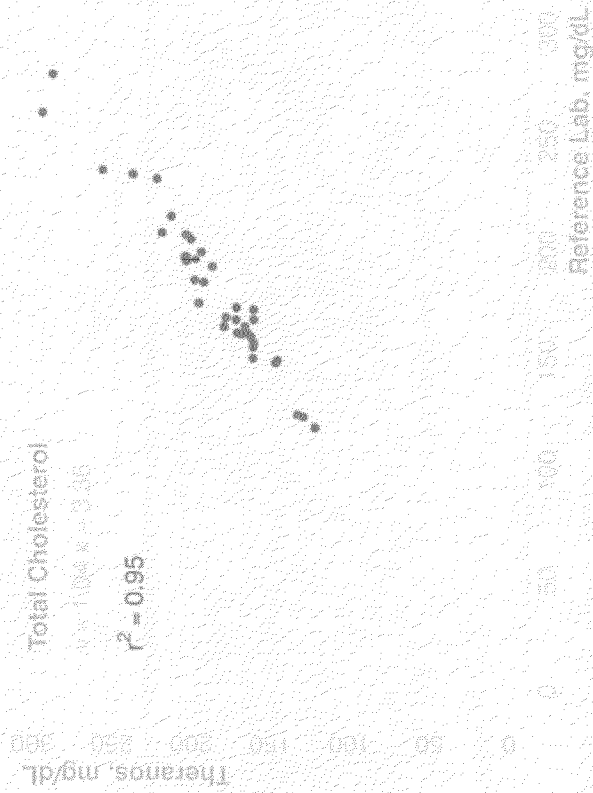
representative clinical data.



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representative clinical data.

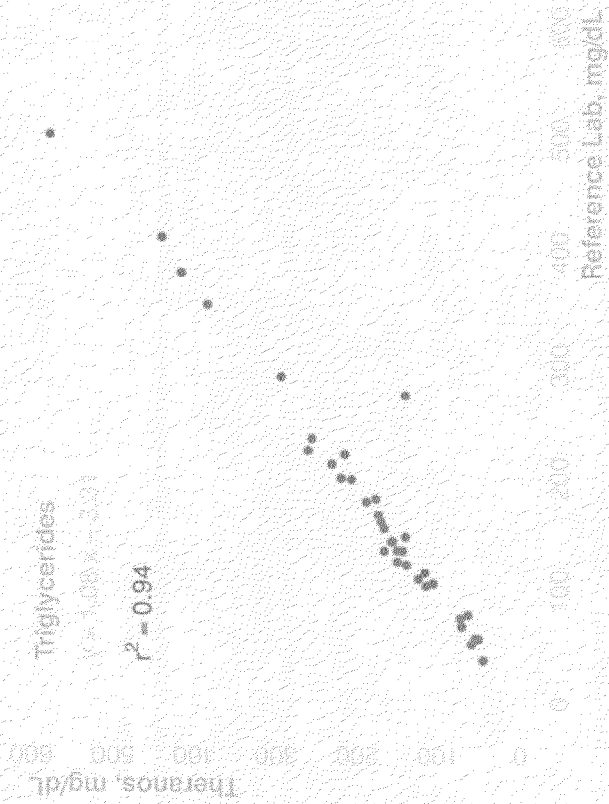


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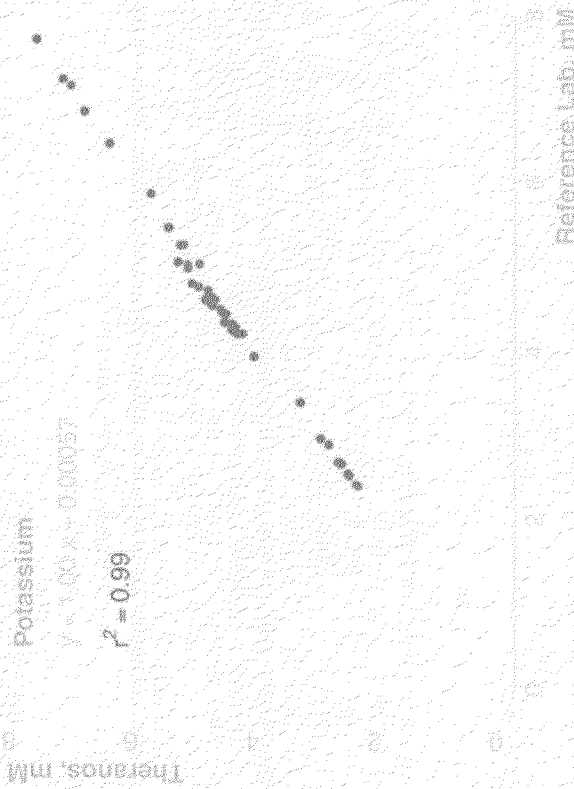
HOME TRY SAMPLE CLINICAL DATA TESTS/PANELS RESULTS ACCESS PRICING EXPERIENCE WORKFLOW

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representative clinical data.



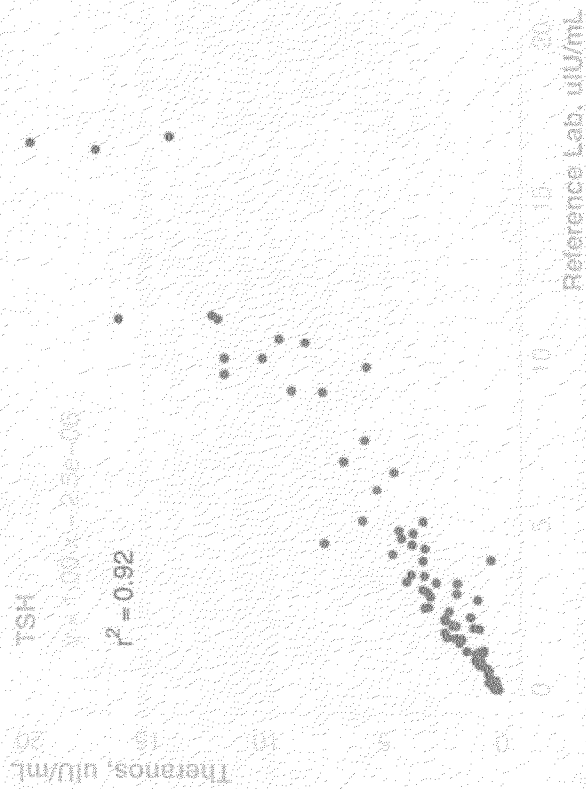
representative clinical data.



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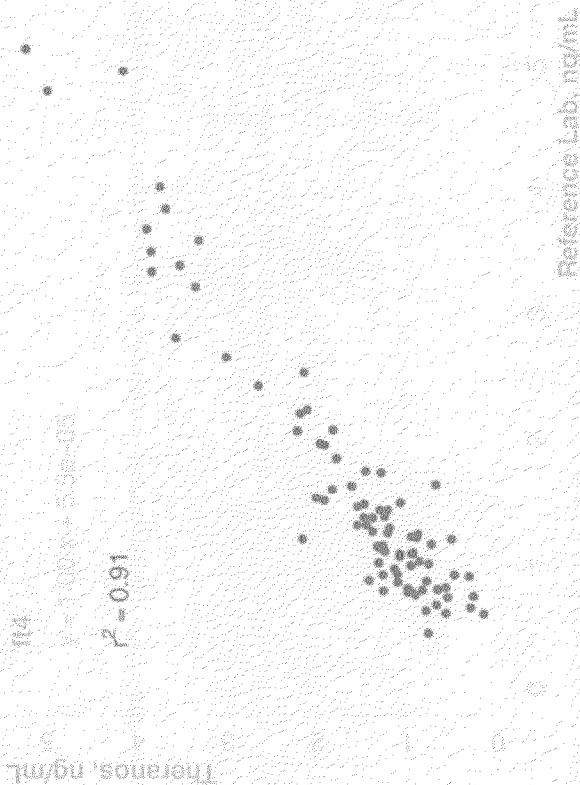
representative clinical data.



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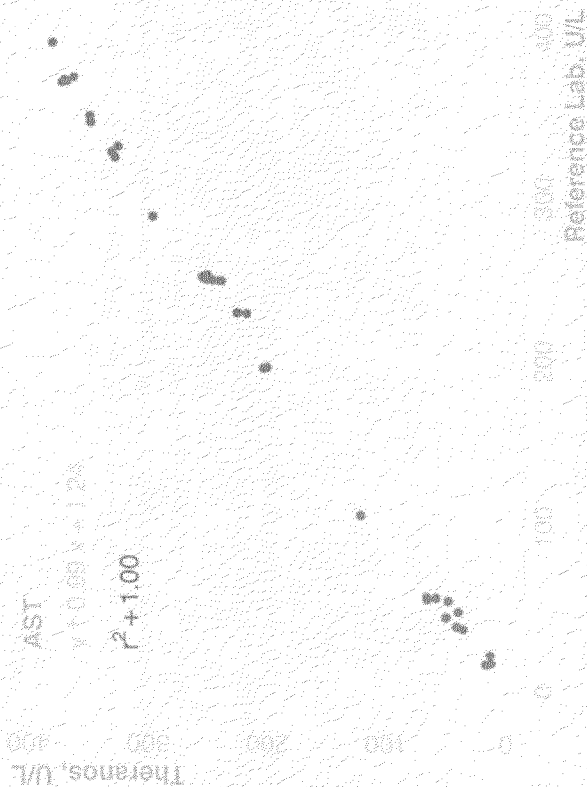
representative clinical data.



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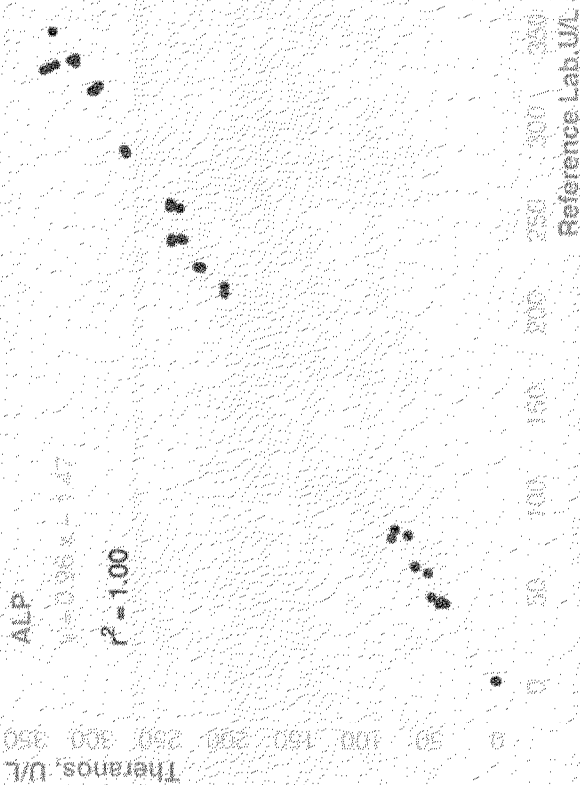
representative clinical data.



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representative clinical data.

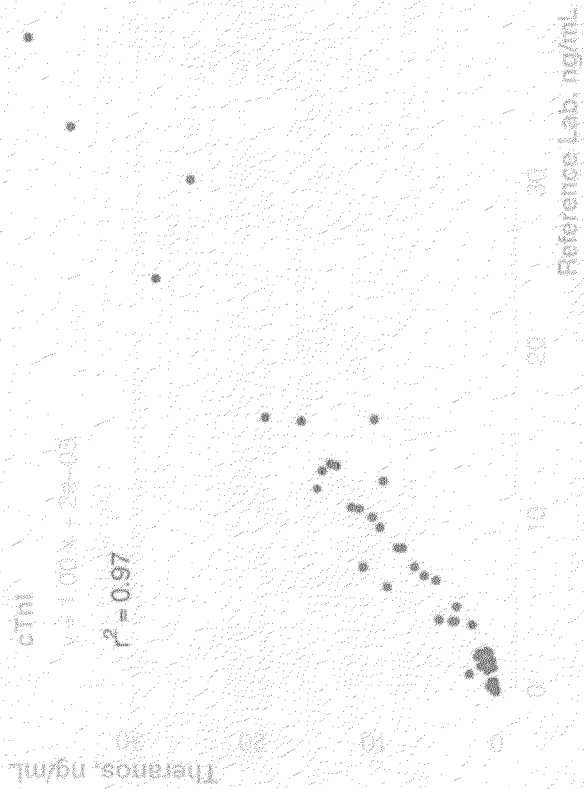


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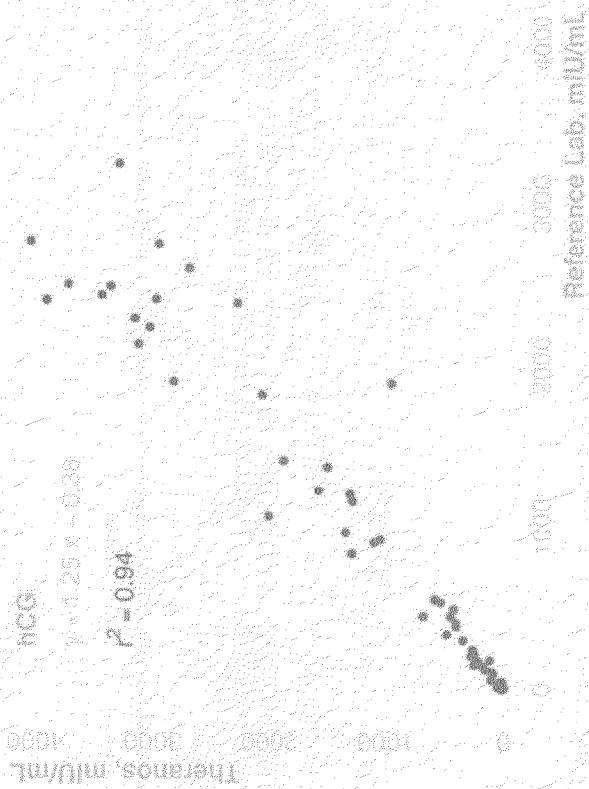
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representative clinical data.



representative clinical data.



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representative clinical data.

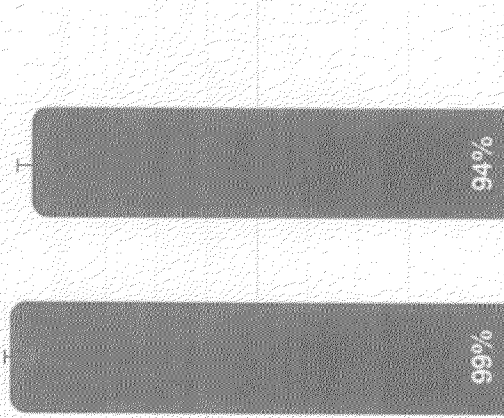
HCV Antibody Sensitivity and Specificity

Theranos v Reference Lab Contingency Table

	Reference Lab		Total
	Positive	Negative	
Theranos Positive	149	103	252
Theranos Negative	153	99	252

Predictive Values Summary

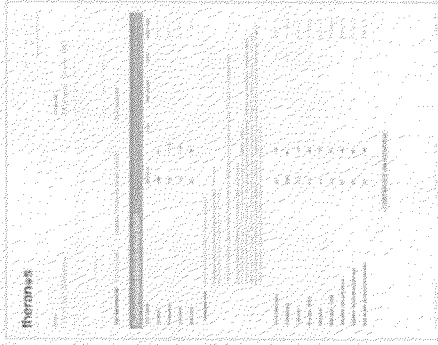
Positive Predictive Value	96%
Negative Predictive Value	98%
Specificity (Sensitivity)	98%



fast results, best-in-class support.

results in
24 to 48 hours
on average

on-call
lab support team
monitoring results
in real-time

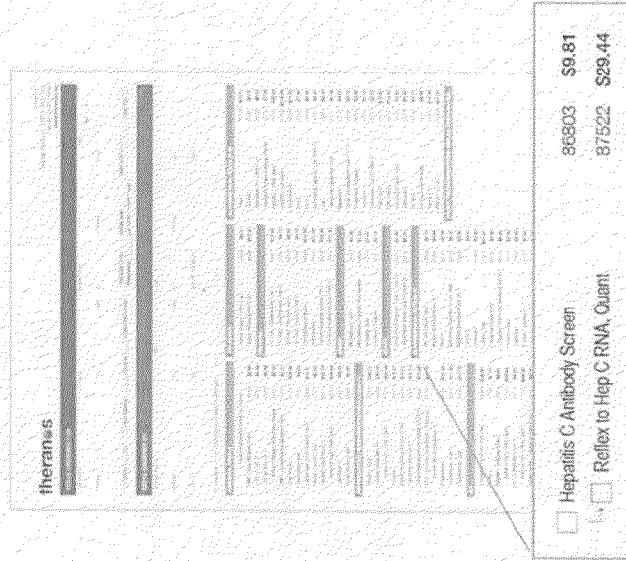


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automated reflex testing.

- Order reflex tests directly from the Theranos lab order form
- Immediate follow-on testing across test methodologies available for values that are out-of-range
- Rapid and comprehensive diagnostics from a single lab visit



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our impact.

"My daughter is recovering from a hypothalamic brain injury that has caused her the need to have her blood tested for Sodium, Calcium and Potassium on a very frequent basis. In addition she is borderline anemic. Besides taking her precious blood for this test, the delay in obtaining results is frustrating as we need to adjust her medication based on it. Your ability to test these parameters on such a small amount of blood is exactly what she needs."

— EMAIL FROM ELLEN IN CALIFORNIA

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access for everyone.



Contracted with: Medicare/Medicaid and Commercial plans

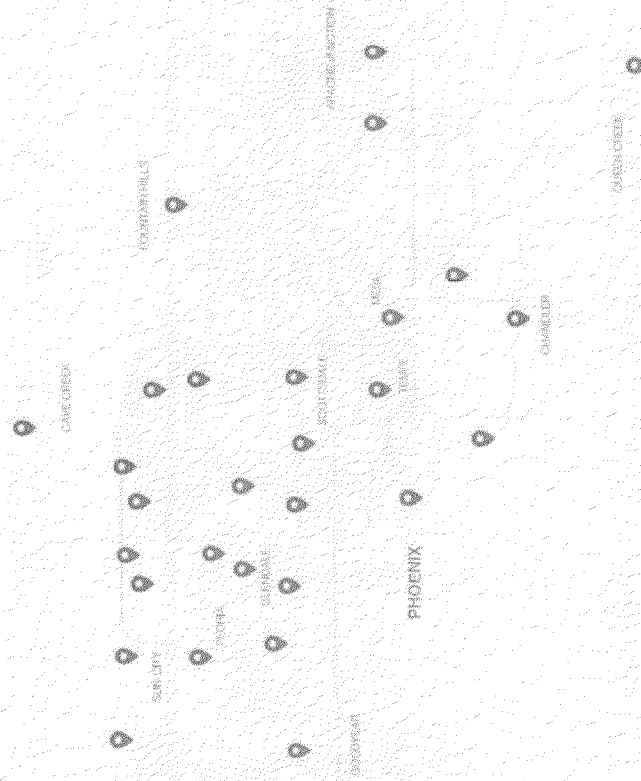
Universal pricing regardless of insurance status at rates that are lower than the best contracted rates nationwide.

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convenient locations.



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early morning, evening and weekend hours. at retail for the first time.

APACHE JUNCTION

55 W Apache Trail
Mon-Fri 8a-10p
Sat-Sun 8a-6p

CAVE CREEK

29660 N Tatum Blvd
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

CHANDLER

1075 S Alma School Rd
Mon-Fri 7a-10p
Sat 9a-6p Sun 10a-6p

FOUNTAIN HILLS

16415 E Palisades Blvd
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

GILBERT

785 S Cooper Rd
Mon-Fri 8a-10p
Sat-Sun 8a-6p

GLENDALE

4965 W Bell Rd
Mon-Fri 8a-10p
Sat-Sun 8a-6p

GOODYEAR

3361 N Litchfield Rd
Mon-Fri 8a-10p
Sat-Sun 8a-6p

MESA

9230 E Main St
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

1130 W Southern Ave

Mon-Fri 9a-9p
Sat-Sun 10a-6p

PEORIA

9050 W Union Hillis Dr
Mon-Fri 8a-10p
Sat-Sun 8a-6p

9040 W Peoria Ave

Mon-Fri 8a-9p
Sat-Sun 9a-5p

PHOENIX

7000 N 16th St
Mon-Fri 8a-10p
Sat-Sun 8a-6p

7606 S 7th St

Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

204 E Bell Rd

Mon-Fri 8a-10p
Sat-Sun 8a-6p

8301 W Camelback Rd

Mon-Fri 9a-9p
Sat-Sun 10a-6p

3402 N Central Ave

Mon-Fri 8a-10p
Sat-Sun 8a-6p

3660 E Chandler Blvd

Mon-Fri 6a-10p
Sat-Sun 8a-6p

3450 W Dunlap Ave

Mon-Fri 8a-10p
Sat-Sun 8a-6p

5101 W Indian School Rd

Mon-Fri 8a-10p
Sat-Sun 8a-6p

3605 E Thomas Rd

Mon-Fri 8a-10p
Sat-Sun 8a-6p

2415 E Union Hillis Dr

Mon-Fri 8a-10p
Sat-Sun 8a-6p

3431 W Union Hillis Dr

Mon-Fri 9a-9p
Sat-Sun 10a-6p

4249 W Glendale Ave

Mon-Fri 8a-10p
Sat-Sun 8a-6p

SCOTTSDALE

6501 E Greenway Pkwy
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

3420 N Scottsdale Rd

Mon-Fri 8a-10p
Sat-Sun 8a-6p

7011 E Shea Blvd

Mon-Fri 8a-10p
Sat-Sun 8a-6p

SUN CITY WEST

19003 N RH Johnson Blvd
Mon-Fri 7a-9p
Sat-Sun 9a-5p

TEMPE

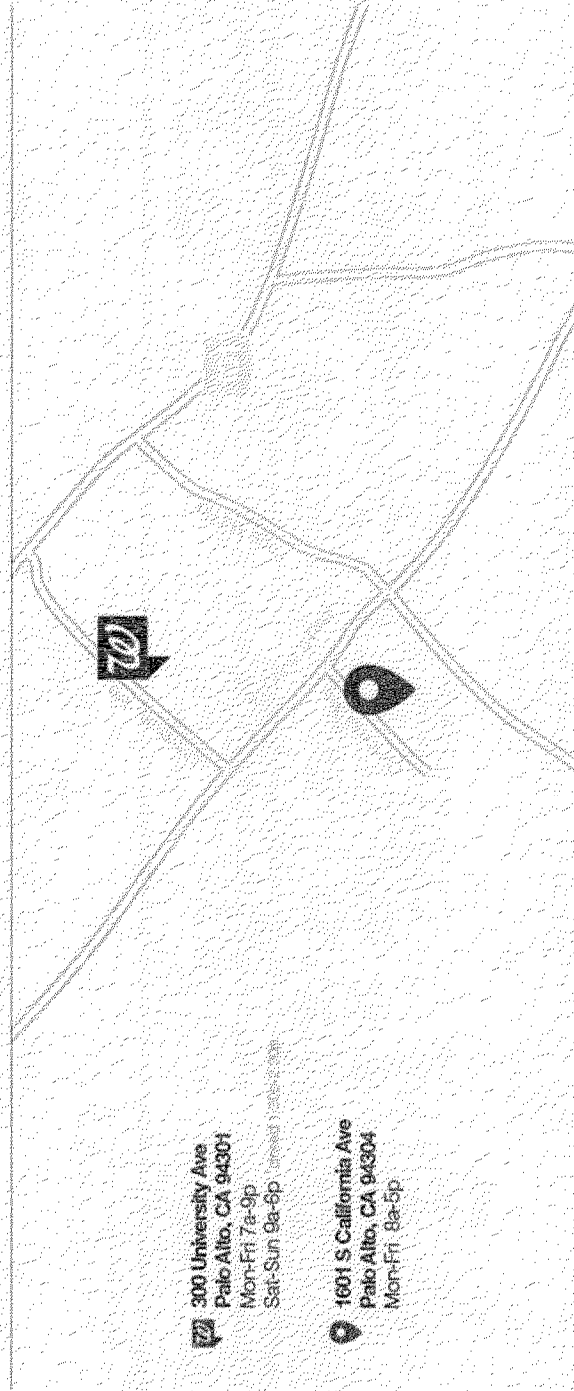
2000 S Mill Ave
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p

QUEEN CREEK

333 E Hunt Hwy
Mon-Fri 8a-10p
Sat 9a-6p Sun 10a-6p



convenient locations.



affordable pricing. for everyone.

Free T3 + Free T4

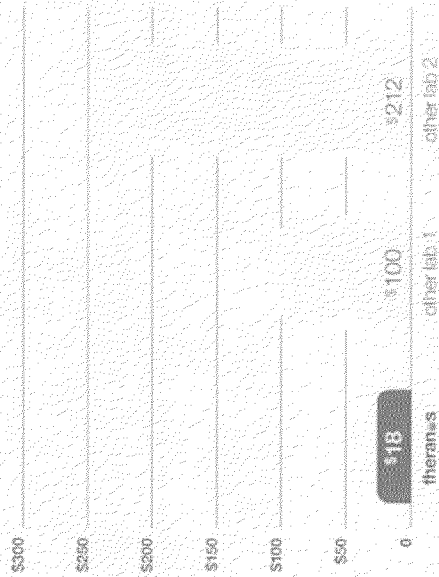
theranos \$18
other lab 1 \$100
other lab 2 \$212

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affordable pricing. for everyone.

Free T3 + Free T4



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affordable pricing. for everyone.

PT/INR

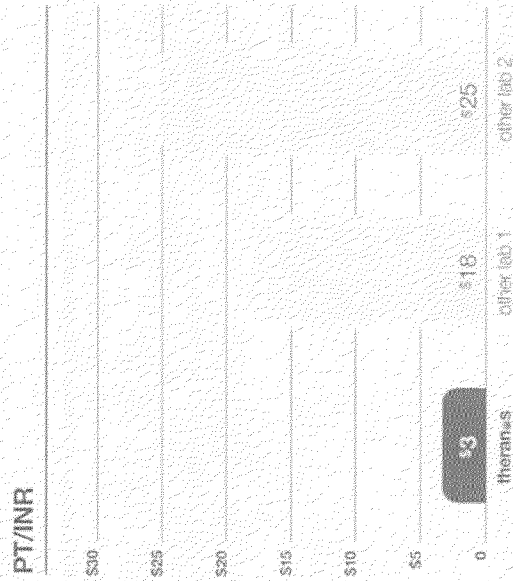
theranos	\$3
other lab 1	\$18
other lab 2	\$25

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affordable pricing. for everyone.



affordable pricing. for everyone.

Vitamin D

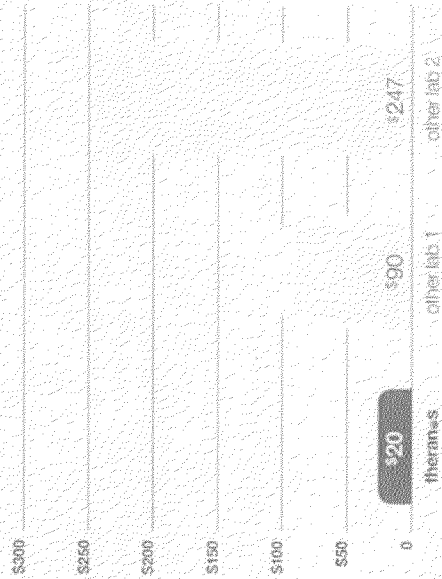
theranos	\$20
other lab 1	\$90
other lab 2	\$247

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affordable pricing. for everyone.

Vitamin D



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affordable pricing. for everyone.

Chlamydia/Gonorrhea

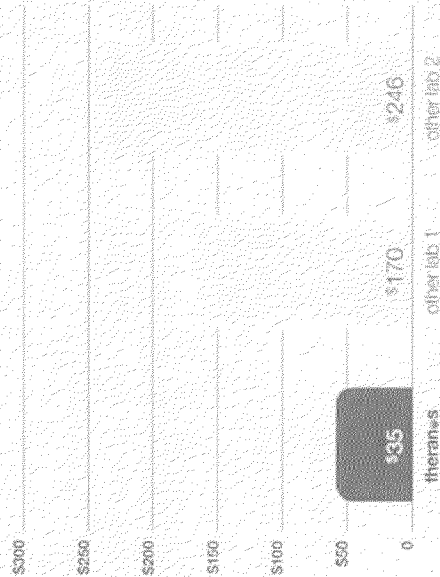
theranos	\$35
other lab 1	\$170
other lab 2	\$246

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affordable pricing. for everyone.

Chlamydia/Gonorrhea



affordable pricing. for everyone.

CBC, CMP, Lipid, TSH, VitD

theranos	\$54
other lab 1	\$107
other lab 2	\$432

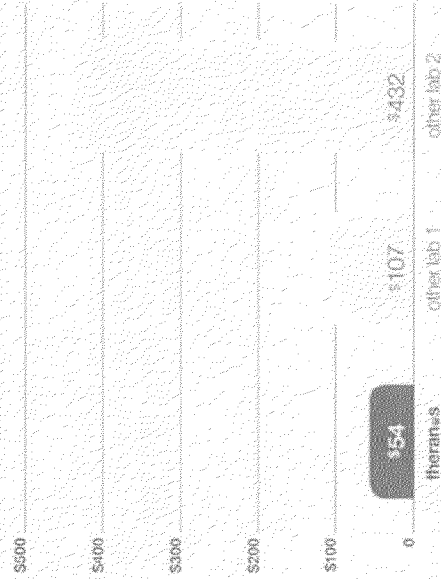
theranos

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affordable pricing. for everyone.

CBC, CMP, Lipid, TSH, VitD

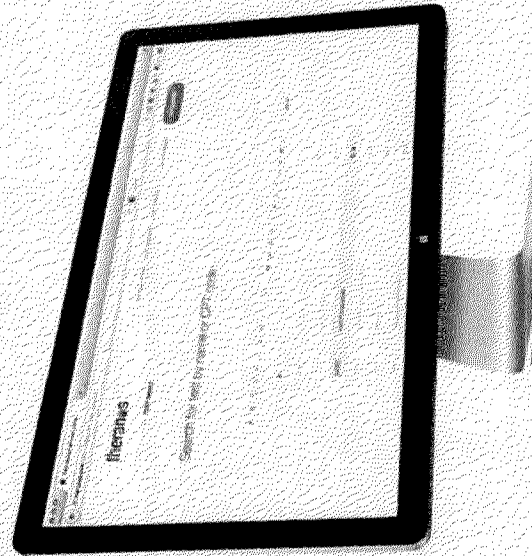


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unprecedented price transparency.

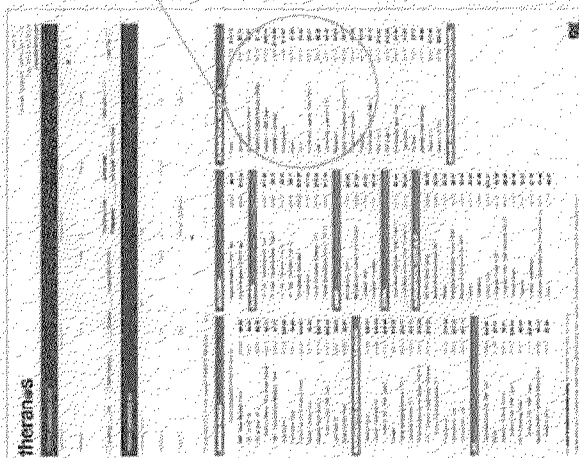


www.theranos.com/test-menu

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prices listed for every test.



Test Name	Price
Alkaline Phosphatase (ALP)	\$27.46
Aspartate Aminotransferase (AST)	\$29.47
Alanine Aminotransferase (ALT)	\$29.47
Gamma-Glutamyl Transaminase (GGT)	\$29.47
Lactate Dehydrogenase (LDH)	\$29.47
Urea Nitrogen (BUN)	\$29.47
Creatinine	\$29.47
Prothrombin Time (PT)	\$29.47
Partial Thromboplastin Time (PTT)	\$29.47
Fibrinogen	\$29.47
D-Dimer	\$29.47
Hemoglobin A1c (HbA1c)	\$56.67
Hepatitis B Surface Antibody (HBSAb)	\$7.38
Hepatitis C RNA Quant	\$29.44
Hepatitis C Genotype	\$176.94
Hemoglobin	\$11.60
Insulin	\$7.96
Iron	\$4.45
Iron Binding Capacity, Total (IBC)	\$5.01
Lead	\$5.32
Low-density Lipoprotein (LDL)	\$6.56
Magnesium	\$4.61
Partial Thromboplastin Time (PTT)	\$4.13
Phosphorus, Inorganic	\$5.17
Sodium	\$4.13
Time (PT/INR)	\$5.17

more affordable. under any plan.

C peptide – CPT 84681

out of pocket

theranos \$6 (40% co-insurance)
other lab \$11 (20% co-insurance)

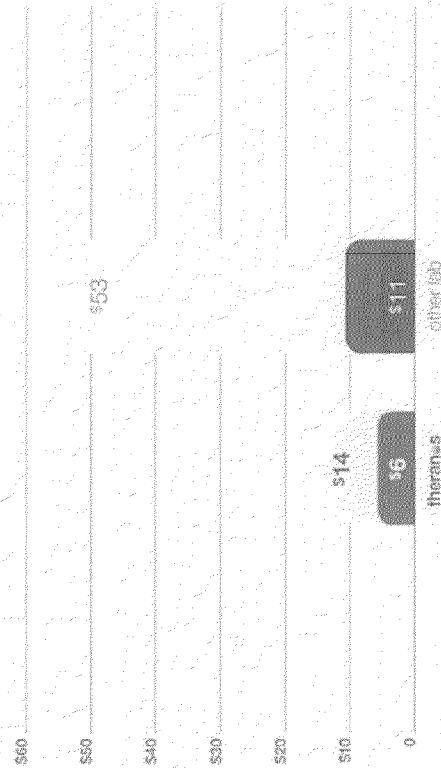
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more affordable. under any plan.

C peptide - CPT 84681



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our impact.

“I’ve actually used Therasanos as a patient myself and was thoroughly impressed by how painless the procedure was and how quickly I got an answer to my lab values. Not only as a clinician, but as a patient, I’ve found it to be simply amazing.”

— DR. DARREN PHELAN IN CALIFORNIA

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wellness center

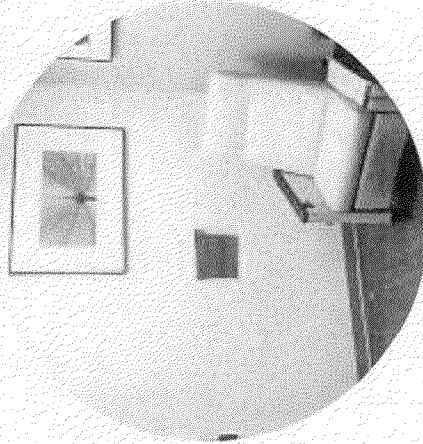
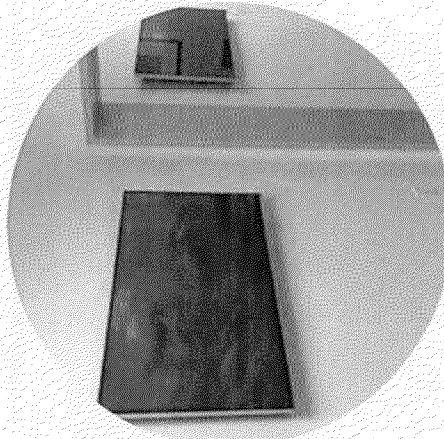
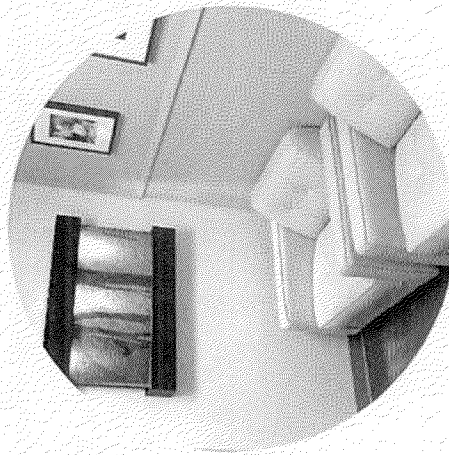


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theranos

wellness center

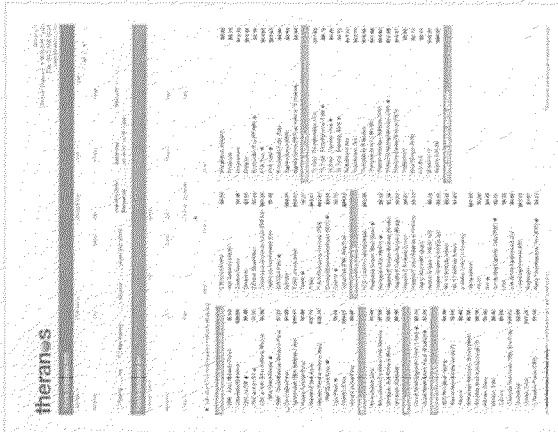


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every Theranos test begins with you, the physician.

- 1) Fax any lab order form to Theranos
- 2) Direct your patients to the nearest Theranos Wellness Center.
- 3) Receive your patients' results in less than 48 hours on average.



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EMR integration.

Quick integration with any EMR provider, platform, version.



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tools for your patients.

theranos

lab order form with pricing and locations

theranos

the blood tests that need just a tiny sample.

tear away with instructions and locations

to find us:

theranos

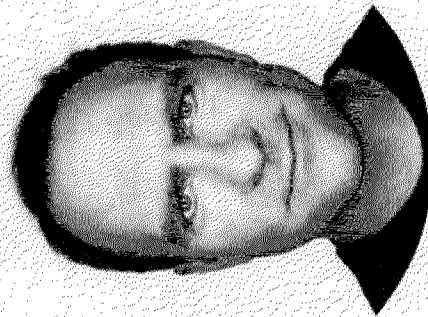
the blood tests that need just a tiny sample.

brochure

theranos

coupon card

a Theranos standing order example

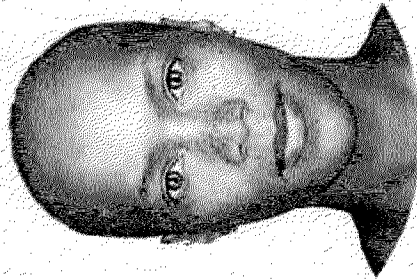


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HOME · TINY SAMPLE · CLINICAL DATA · TESTS/PANELS · RESULTS · ACCESS · PRICING · EXPERIENCE · WORKFLOW · Theranos Confidential 47

a Theranos standing order example

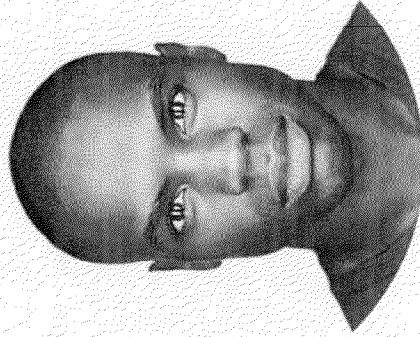


cell counts

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HOME TINY SAMPLE CLINICAL DATA TESTS/PANELS RESULTS ACCESS PRICING EXPERIENCE WORKFLOW Theranos Confidential 48

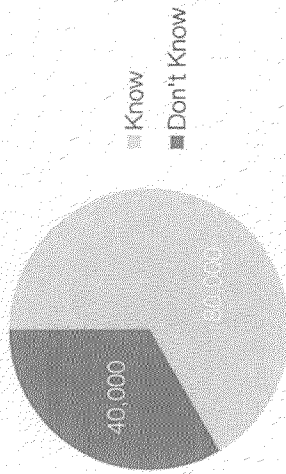
a Theranos screening example



Hepatitis C

hepatitis C prevalence: Arizona.

Total Hepatitis C population 120,000



- It is estimated that 1 in 12 people in Arizona are either HepB or HepC positive.
- ~40,000 people with HCV in Arizona (~1/3 of the infected population) do not know they are infected.
- Due to the current economic situation and budget issues there is no free state funded hepatitis testing in Arizona. – Arizona Department of Health Services

<http://www.azdhs.gov/phs/foids/hepc/index.htm>

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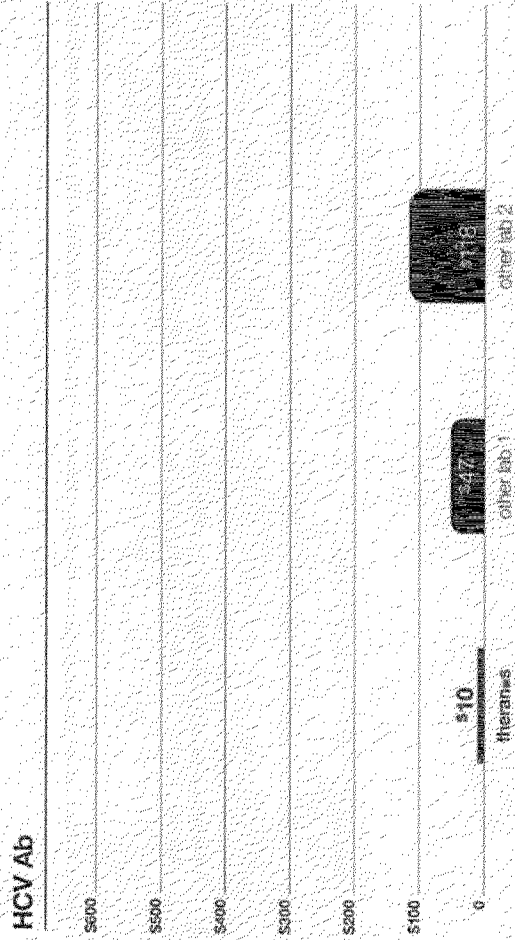
HCV Ab Screen cost comparison.

HCV Ab	HCV Ab
theranos	\$10
other lab 1	\$47
other lab 2	\$118

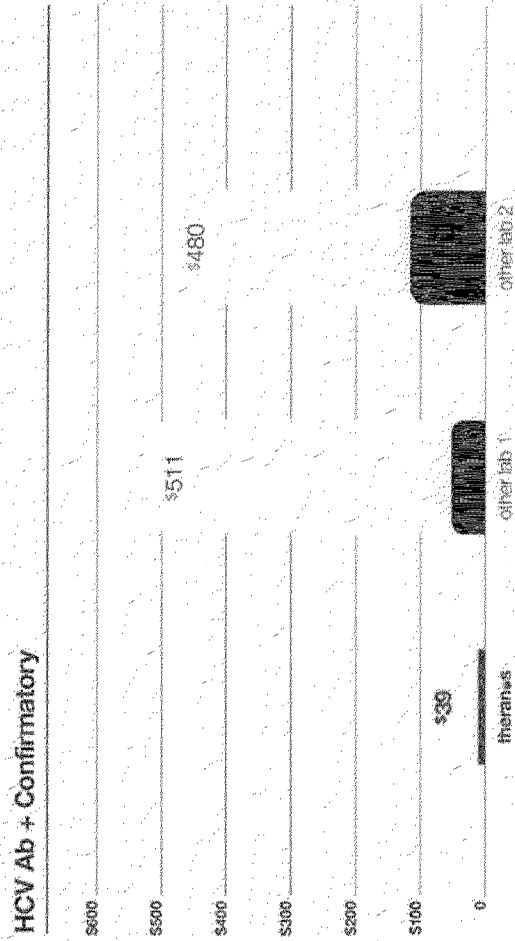
HCV Ab + confirmatory HCV RNA, Quant cost comparison.

HCV Ab + Confirmatory	HCV Ab	Reflex HCV RNA, Quant.	Total Screen
theranos	\$10	\$29	\$39
other lab 1	\$47	\$464	\$511
other lab 2	\$118	\$362	\$480

HCV Ab Screen cost comparison.



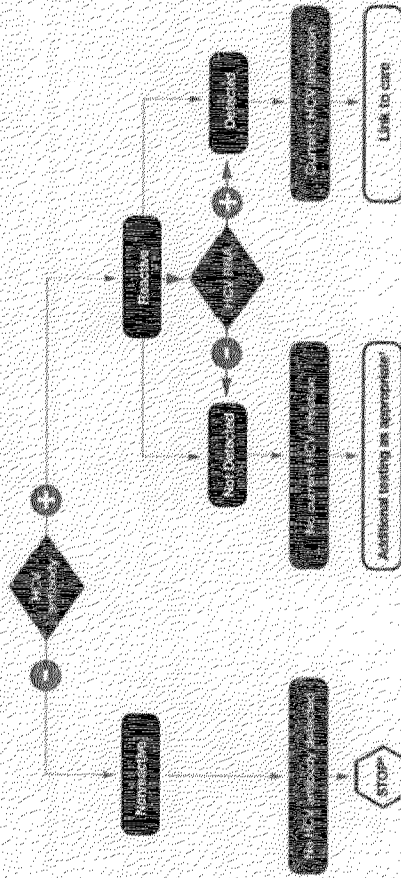
HCV Ab + confirmatory HCV RNA, Quant cost comparison.



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HCV diagnostic algorithm.



*For patients who were never tested for HCV within the past 6 months, testing for HCV RNA or follow-up testing for HCV antibody is recommended. For persons who are immunosuppressed, testing for HCV RNA can be considered.
 For additional panel, including HCV infection tests (serology, RNA), persons with positive HCV antibody testing may also be considered. Repeat HCV RNA testing for persons known to be infected to have their HCV response within the next 6 months or less, based on clinical judgment of HCV disease, as it may be uncertain regarding the longitudinal change of the test response.
 Source: CDC. Testing for HCV: rationale, diagnosis, and management. http://www.cdc.gov/hepatitis/hcv/FAQ/hcv_flow.pdf

**Medicare & Medicaid
Savings Analysis**

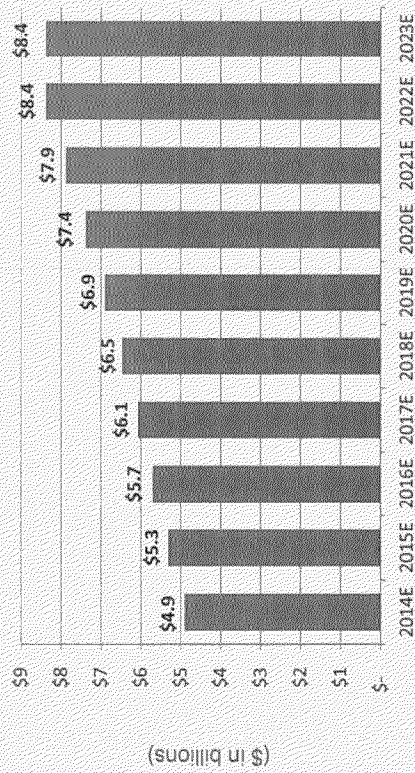
theranos

Medicare & Medicaid Savings Analysis
July 2014

This presentation and its contents are Theranos proprietary and confidential.

Cost Savings: National Medicaid

Est. Direct Out-of-Pocket Lab Cost Savings for National Medicaid



10-year aggregate savings of \$67 billion

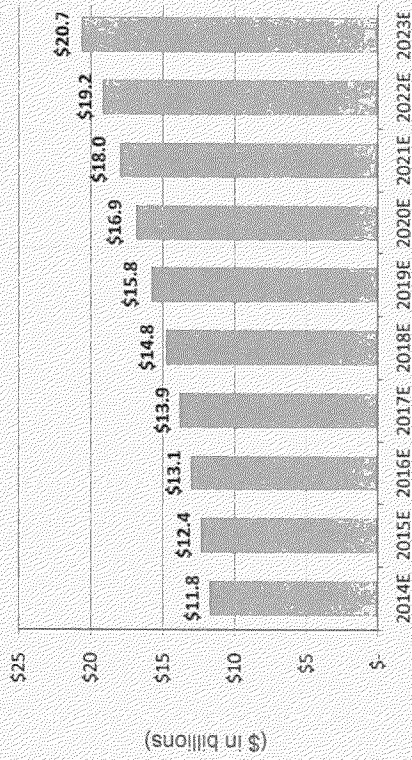
Source: CMS.gov, KFF.org and Theranos estimates

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Cost Savings: National Medicaid

Est. Cost Savings from Reduced Visits for National Medicaid



10-year aggregate savings of \$157 billion

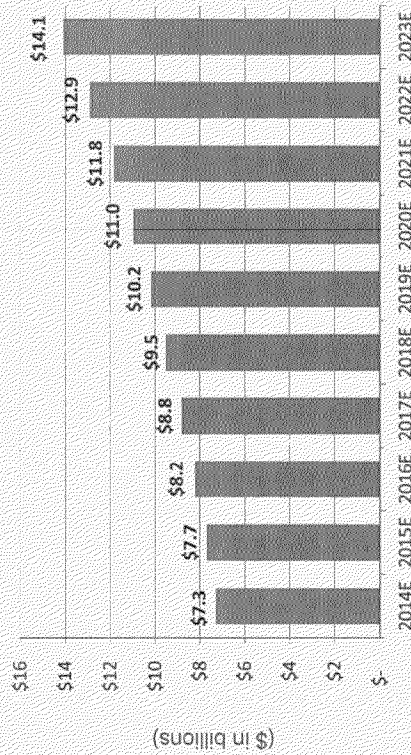
Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

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Cost Savings: National Medicare

Est. Direct Out-of-Pocket Lab Cost Savings for National Medicare



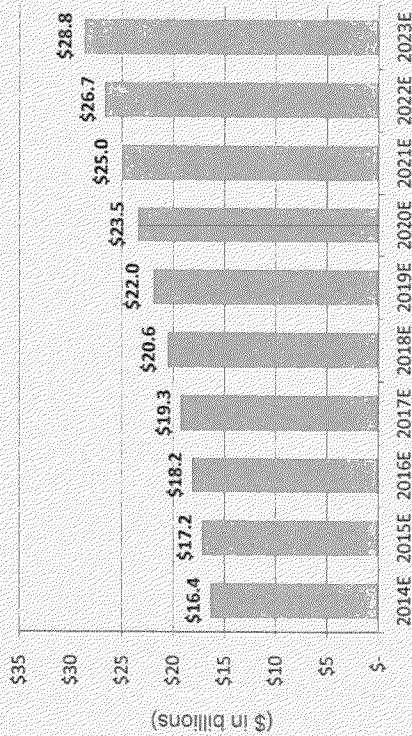
10-year aggregate savings of \$102 billion

Source: CMS.gov, KFF.org and Theranos estimates



Cost Savings: National Medicare

Est. Cost Savings from Reduced Visits for
National Medicare

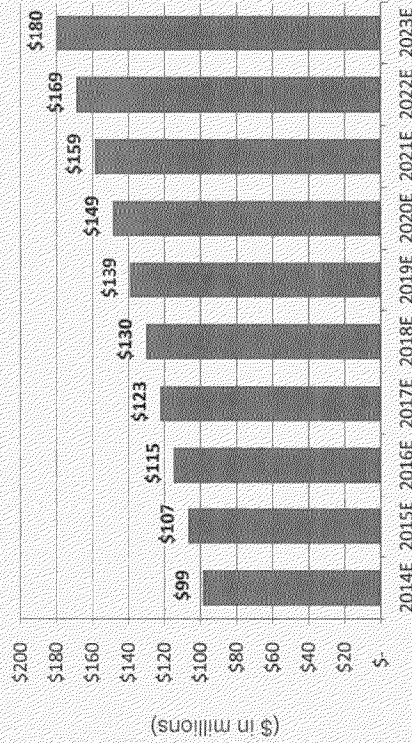


**10-year aggregate savings of
\$218 billion**

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

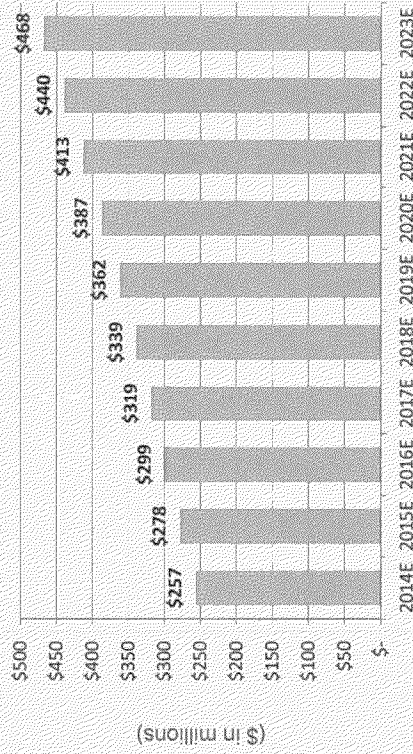
Cost Savings: Arizona Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Arizona Medicaid



10-year aggregate savings of \$1.4 billion

Est. Cost Savings from Reduced Visits for Arizona Medicaid



10-year aggregate savings of \$3.6 billion

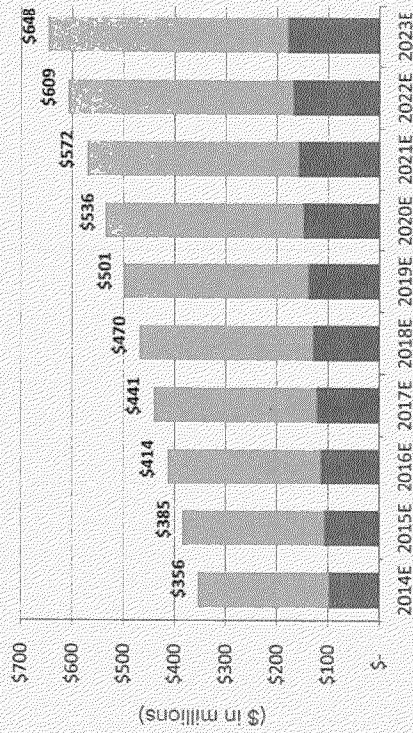
Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

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Cost Savings: Arizona Medicaid (cont'd)

Est. Combined Impact on
Lab Costs & Reduced Visits for
Arizona Medicaid

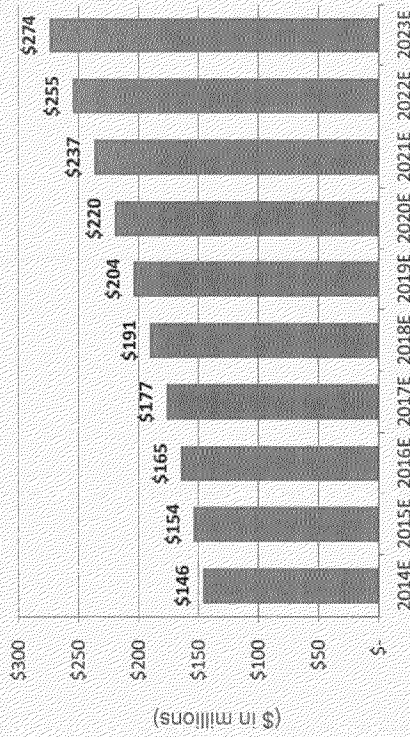


**10-year aggregate savings of
\$4.9 billion**

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Cost Savings: Arizona Medicare

Est. Direct out-of-pocket Lab Cost Savings for Arizona Medicare



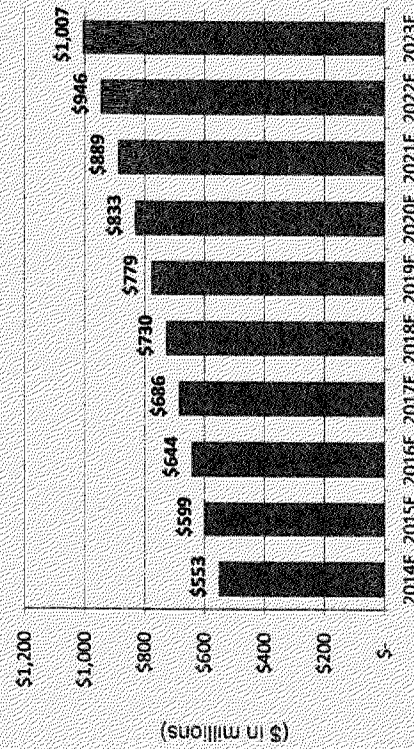
10-year aggregate savings of \$2.0 billion

Source: CMS.gov, KFF.org and Theranos estimates



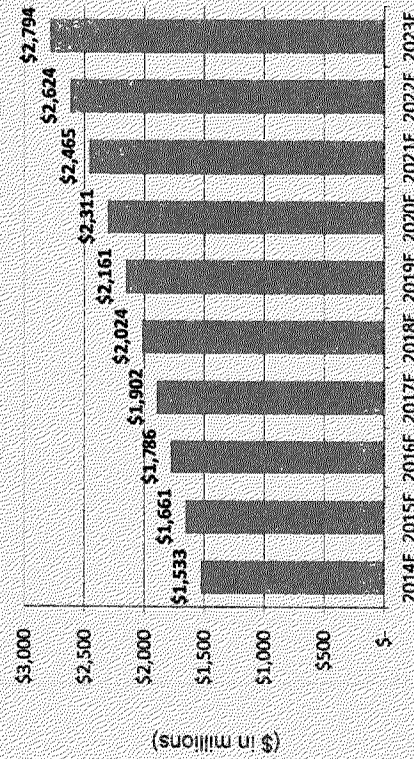
Cost Savings: California Medi-Cal

Est. Direct out-of-pocket Lab Cost Savings for California Medi-Cal



10-year aggregate savings of \$7.7 billion

Est. Cost Savings from Reduced Visits for California Medi-Cal

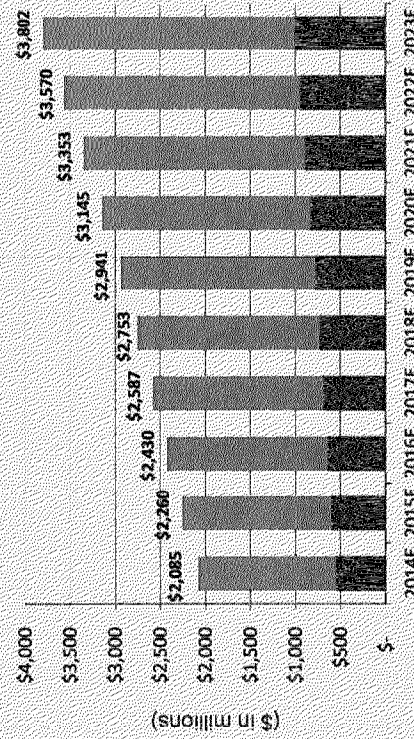


10-year aggregate savings of \$21.3 billion

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Cost Savings: California Medi-Cal (cont'd)

Est. Combined Impact on
Lab Costs & Reduced Visits for
California Medi-Cal

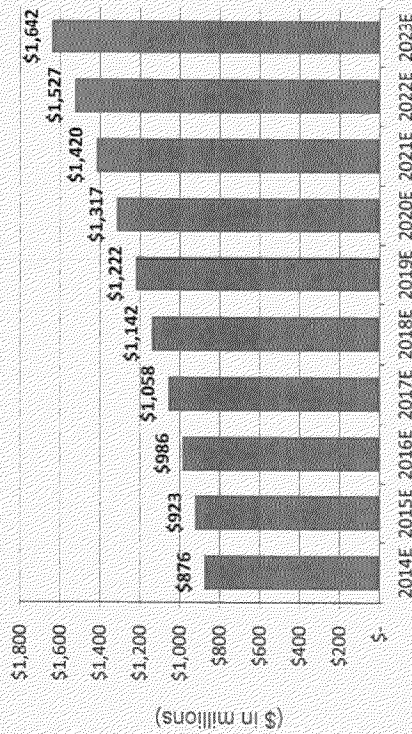


**10-year aggregate savings of
\$28.9 billion**

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Cost Savings: California Medicare

Est. Direct out-of-pocket Lab Cost Savings for California Medicare



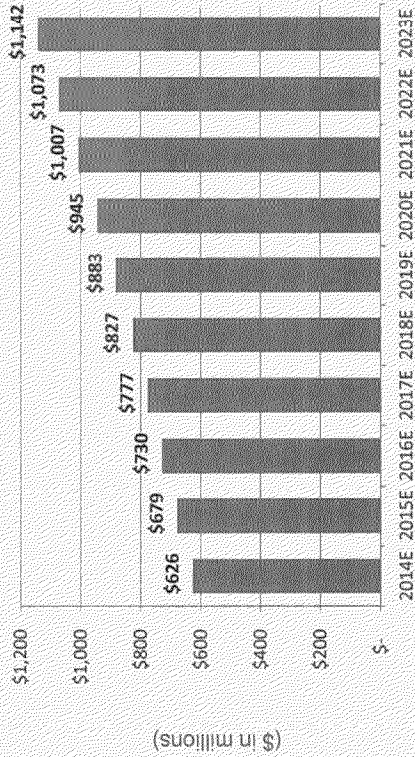
10-year aggregate savings of \$12.1 billion

Source: CMS.gov, KFF.org and Theranos estimates



Cost Savings: New York Medicaid

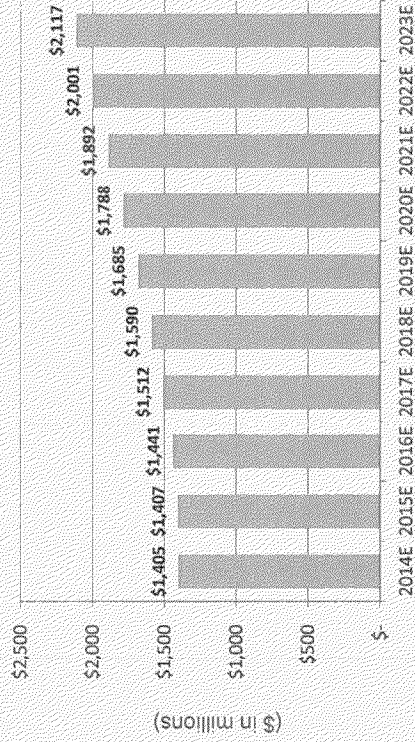
Est. Direct out-of-pocket Lab Cost Savings for New York Medicaid



10-year aggregate savings of \$8.7 billion

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Est. Cost Savings from Reduced Visits for New York Medicaid



10-year aggregate savings of \$16.8 billion

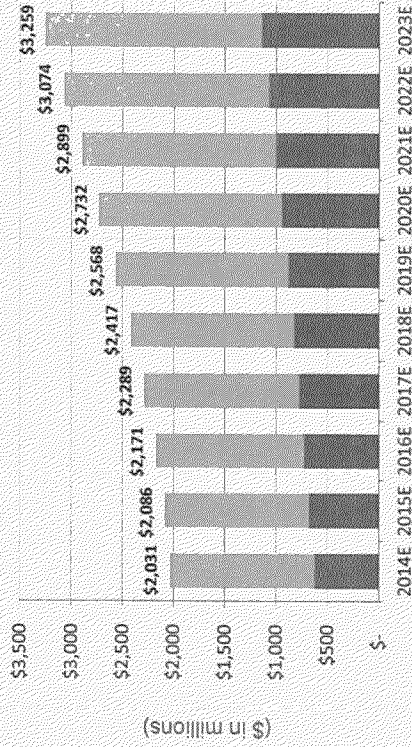


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Cost Savings: New York Medicaid (cont'd)

Est. Combined Impact on
Lab Costs & Reduced Visits for
New York Medicaid



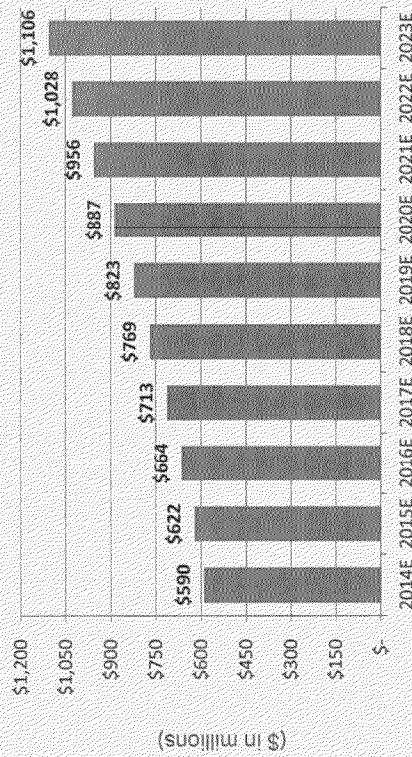
**10-year aggregate savings of
\$25.5 billion**

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.



Cost Savings: New York Medicare

Est. Direct out-of-pocket Lab Cost Savings for New York Medicare



10-year aggregate savings of \$8.2 billion

Source: CMS.gov, KFF.org and Theranos estimates

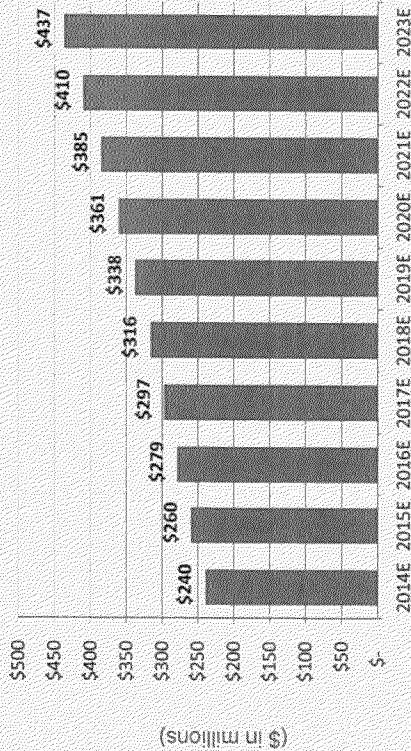
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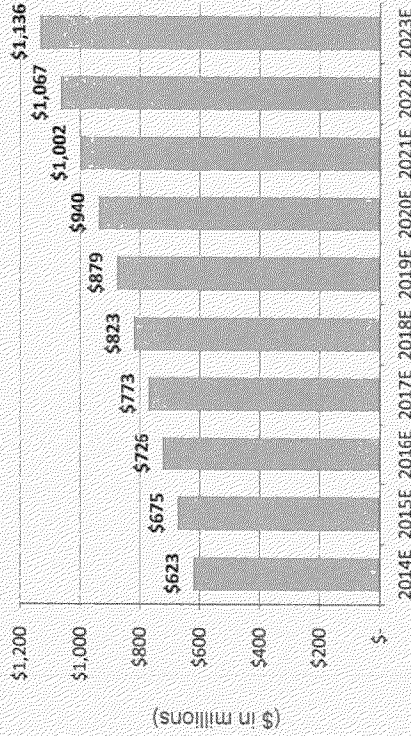
Cost Savings: Pennsylvania Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Pennsylvania Medicaid



10-year aggregate savings of \$3.3 billion

Est. Cost Savings from Reduced Visits for Pennsylvania Medicaid

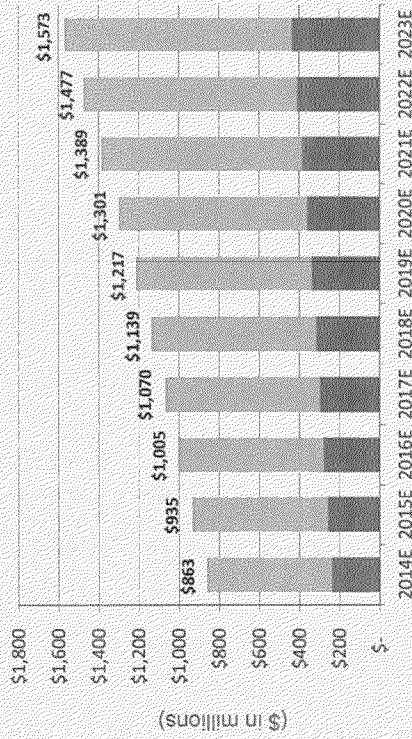


10-year aggregate savings of \$8.6 billion

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Cost Savings: Pennsylvania Medicaid (cont'd)

Est. Combined Impact on
Lab Costs & Reduced Visits for
Pennsylvania Medicaid

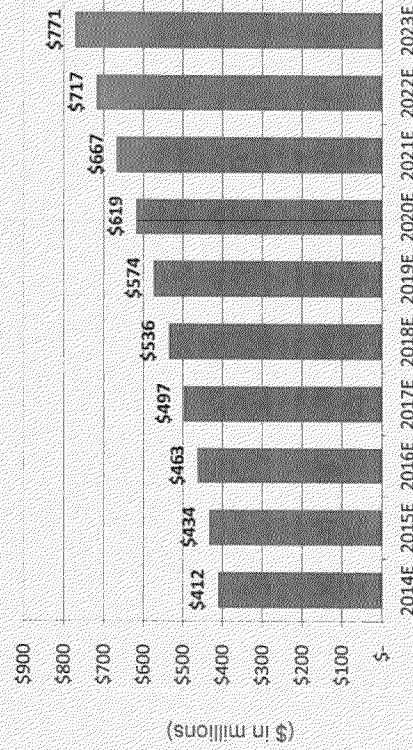


**10-year aggregate savings of
\$12.0 billion**

Source: CMS.gov, KFF.org and Theranos estimates.
Spend per visit estimated based on national averages.

Cost Savings: Pennsylvania Medicare

Est. Direct out-of-pocket Lab Cost Savings for Pennsylvania Medicare



10-year aggregate savings of \$5.7 billion

Source: CMS.gov, KFF.org and Theranos estimates

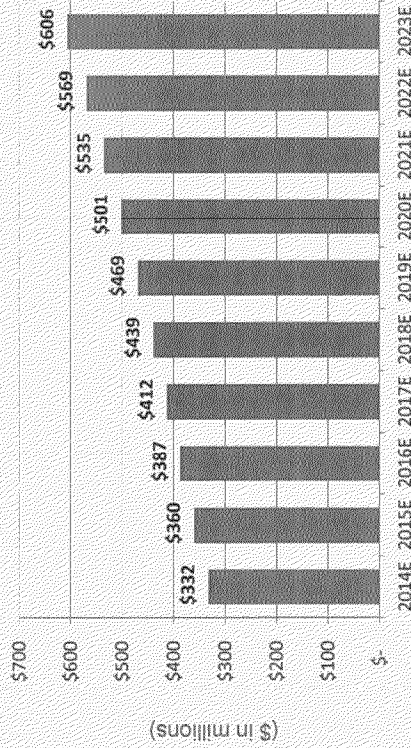
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Cost Savings: Texas Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Texas Medicaid



10-year aggregate savings of \$4.6 billion

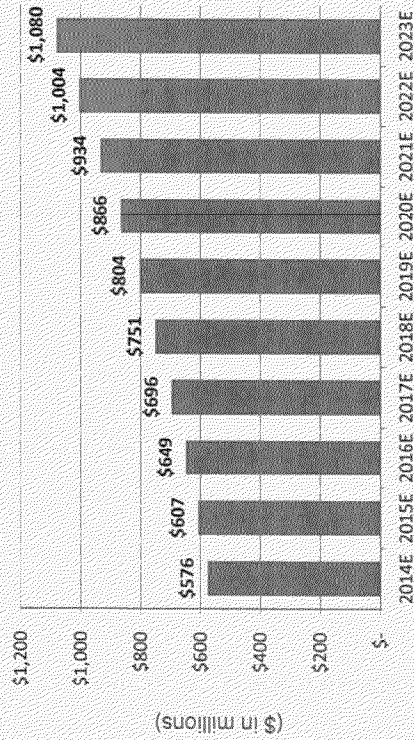
Source: CMS.gov, KFF.org and Theranos estimates

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Cost Savings: Texas Medicare

Est. Direct out-of-pocket Lab Cost Savings for Texas Medicare



10-year aggregate savings of \$8.0 billion

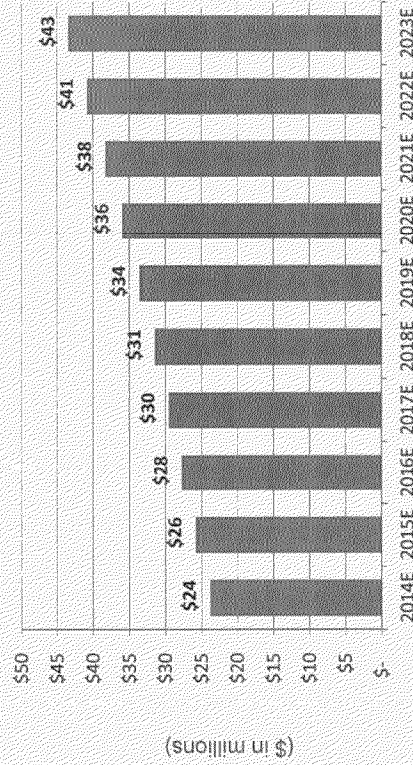
Source: CMS.gov, KFF.org and Theranos estimates

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Cost Savings: Utah Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Utah Medicaid

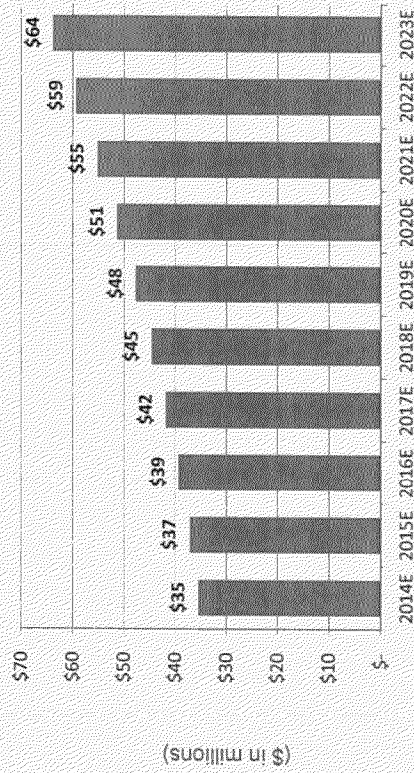


10-year aggregate savings of \$331 million

Source: CMS.gov, KFF.org and Theranos estimates

Cost Savings: Utah Medicare

Est. Direct out-of-pocket Lab Cost Savings for Utah Medicare

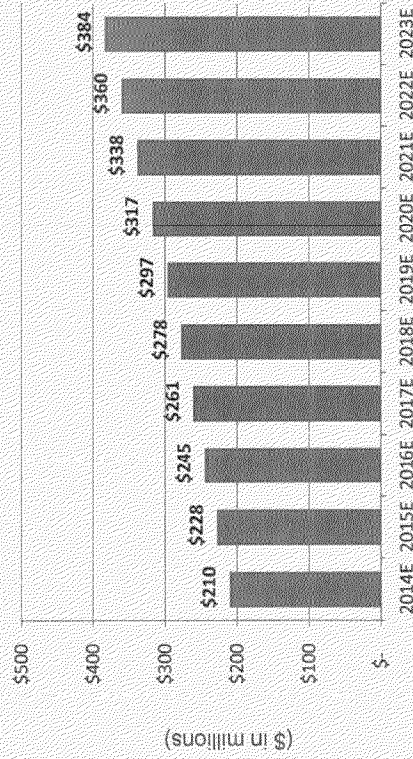


10-year aggregate savings of \$476 million

Source: CMS.gov, KFF.org and Theranos estimates

Cost Savings: Florida Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Florida Medicaid



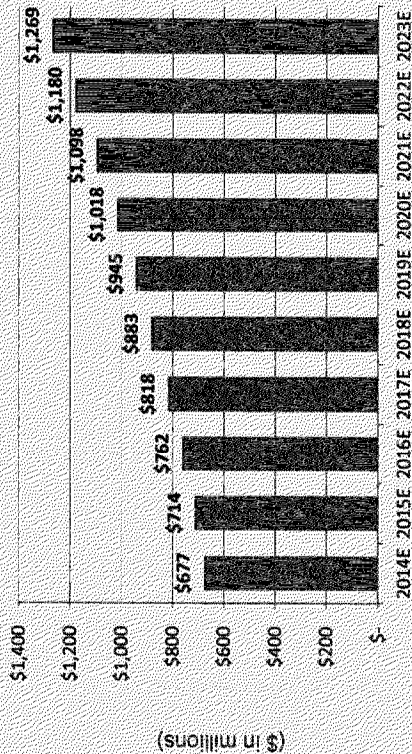
10-year aggregate savings of \$2.9 billion

Source: CMS.gov, KFF.org and Theranos estimates



Cost Savings: Florida Medicare

Est. Direct out-of-pocket Lab Cost Savings for Florida Medicare



10-year aggregate savings of \$9.4 billion

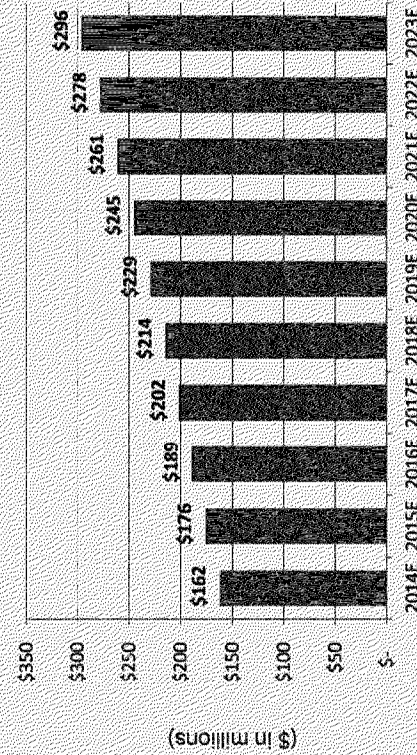
Source: CMS.gov, KFF.org and Theranos estimates

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Cost Savings: Illinois Medicaid

Est. Direct out-of-pocket Lab Cost Savings for Illinois Medicaid



10-year aggregate savings of \$2.3 million

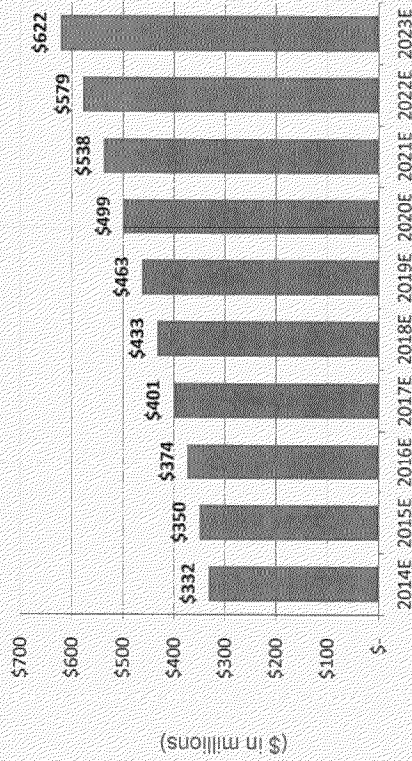
Source: CMS.gov, KFF.org and Theranos estimates

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Cost Savings: Illinois Medicare

Est. Direct out-of-pocket Lab Cost Savings for Illinois Medicare



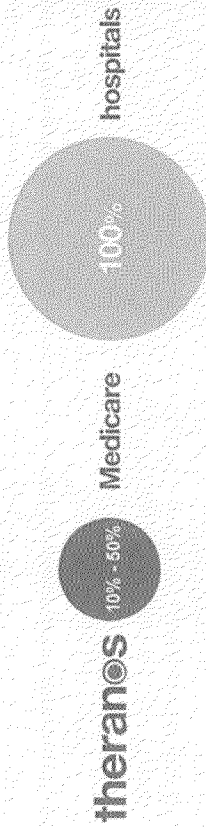
10-year aggregate savings of \$4.6 billion

Source: CMS.gov, KFF.org and Theranos estimates

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Theranos test prices as percentage of Medicare



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Summary: Potential Savings to Medicare

Based on 2014 estimates:

Without Theranos

Total Spend: \$635 billion

Lab Spend: \$14.6 billion

Visit Spend: \$82 billion

With Theranos*

Total Spend: \$611 billion (\$24 billion in aggregate savings)

Lab Spend: \$7.3 billion (\$7.3 billion in savings)

Visit Spend: \$66 billion (\$16 billion in savings)

* assumes reduction in reimbursement threshold / complete mkt share

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Summary: Potential Savings to National Medicaid

Based on 2014 estimates:

Without Theranos

Total Spend: \$490 billion
Lab Spend: \$12.3 billion
Visit Spend: \$59 billion

With Theranos*

Total Spend: \$473 billion (\$17 billion in aggregate savings)
Lab Spend: \$7.4 billion (\$4.9 billion in savings)
Visit Spend: \$47 billion (\$12 billion in savings)

* assumes reduction in reimbursement threshold / complete mkt share

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Partners



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Theranos Angiogenesis Study Report

Pfizer, Inc.

Document Outline:

- Introduction to Theranos
- Background on Theranos Studies
- Economic Impact of Theranos Systems to Pharma
- Angiogenesis Program Overview
 - Study design
- Theranos System Overview
 - Specifications
 - Theranos System Performance
- Theranos Field Study
 - Field Performance Overview
 - Trial Data
 - Evaluation of time course results from individual patients
 - Review of generated data, in aggregate by patient ID, sex, cancer type, treatment, etc.
 - Integrated patient information, including date and time of monitoring, medication received, self evaluation of overall health status of each patient and other clinical data in a comprehensive format
 - Assessment of the technical performance of the Theranos System
 - Data transmission % success and mode of transmission used
 - General performance information as logged via the Customer Care line
 - Assessment of patient compliance with protocol
 - Summary of patient and clinical staff assessment of the Theranos System and the Client Solutions team via end-of-study surveys
- Conclusions
 - General
 - Technical
 - Economic

Introduction to Theranos:

Accurately, rapidly, and effectively profiling the efficacy dynamics of a therapy in clinical studies is an unmet need that has long challenged the conventional blood testing infrastructure.

Theranos has demonstrated in clinical studies that more frequent longitudinal time-series measurements on fresh whole blood samples with a multiplexed platform that eliminates the noise (and inability to accurately characterize very broad dynamic ranges) of conventional tests is imperative to effectively characterizing physiological changes and the efficacy of any intervention.

Theranos' wirelessly integrated data analytical system allows for 'baseline' profiles of pathway dynamics to be created and updated automatically as data is generated in the field. If needed, analyte selection or frequency of sampling can be adjusted at any time during the study based on the data coming in.

In future studies within a given indication, the data analytical infrastructure can be used for predictive modeling wherein new patient data can be indexed against the stored baseline profiles for earlier reads on efficacy dynamics and dose-response.



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Background on Theranos Studies:

Every day gained in getting a new brand to market can be measured in millions of dollars.

Time is a major factor of cost of development of a new drug. For years the pharmaceutical industry has worked to drive every day possible out of the development process, and has reached a point where the physical limitations around the timelines for statistically significant data acquisition primarily determine the time to market.

Theranos Systems revolutionize those timeline constraints by enabling instant access to higher quality data and exponentially faster reads on efficacy and safety dynamics from the initiation of clinical trials. In doing so, Theranos is laying the foundation of a new growth model for pharma.

Theranos Systems radically impact revenues and growth on new and existing drugs in ways that were previously not possible:

- ◆ Faster approvals and studies - Immediate access to results enables immediate decision making and planning; early reads on efficacy dynamics and dose optimization for sub-populations through more comprehensive longitudinal PK/PD profiling
- ◆ Reimbursement and differentiation - Concrete reads on efficacy dynamics and visibility into mechanisms of action to optimize compounds dynamically
- ◆ Rapid access to multiple markets pre and post-approval - early reads on efficacy through trends in the change in rate of key markers allow for rapid label expansion
- ◆ Amelioration of safety concerns - more accurate reads on actual pathway dynamics enable rapid optimization where beneficial and delineation of patient sub-populations

Economic Impact of Theranos Studies to Pharma:

Based on Theranos' previous experience, predictive modeling and more comprehensive longitudinal profiling has resulted in the demonstration of meaningful dose-response and efficacy dynamics profiles in 6 month timeframes where the conventional infrastructure took two years and was still not able to generate hard correlations. An 18 month time-savings, not to mention the ability to gain insight into methods for optimization for label expansion, can conservatively be equated to hundreds of millions of dollars gained. With industry estimates at \$1-3M a day for the value of each day gained in time to market, even 6 months saved ranges between \$180M and \$540M in return on investment.

Equally, once the infrastructure has been implemented, future studies are requiring about 25% fewer patients, reducing the patient costs, number of sites required, assay development, reagent screening, and infrastructure costs for shipping and processing samples through ambulatory point-of-care monitoring.

Overall savings on 6 month trials once the data analytical infrastructure has been established have averaged 50% of the cost of running an equivalent trial through the conventional infrastructure, further saving millions of dollars. As the data analytical engine evolves after the first 6 month study, costs are further reduced in each follow-on study, covering the cost of Theranos infrastructure and units many times over.

Ultimately though, the greatest economic return on investment lies in the ability to expand percentage market ownership through visibility into pathway dynamics that enables rapid characterization of responder populations in ways previously not possible. This capability enables



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commercialization of 'targeted blockbusters' by redefining a company's historical success rate in realizing the target product profile of each drug once it hits the market.

Angiogenesis Program Overview:

The primary objective of the present program was to demonstrate the functionality of Theranos Systems in such a way that future studies could fully leverage the power of comprehensive longitudinal time-series profiling for rapid compound optimization and development.

For this program, Theranos was asked to develop multiplexed point-of-care assays for VEGF and PLGF for use in monitoring patient pharmacodynamic response to anti-angiogenesis therapies. Because the development of VEGFR2 in that multiplex was desirable as a tool for use in future studies, Theranos developed the assay and included it in the point-of-care multiplex.

In this program, Theranos validated not only functional equivalence, but superior performance specifications of the Theranos multiplex to each of the respective 'gold-standard' kits.

An Interim Report on Assay Development was submitted to Pfizer in Q2 '07 upon successful completion of assay development.

As planned for at the interim update meeting with Pfizer, the first patient began participating in the study in July of 2007. In order to fast-track the program timeline, Theranos contracted an independent site - Tennessee Oncology Center.

Enrollment of Sutent patients at this site was very slow; from the time patient screening began (early 2007) and after discussions with respective members of the Pfizer team, the protocol was revised several times to increase the frequency of monitoring but reduce the total number of patients and shorten the monitoring cycles per patient. Likewise, enrollment criteria were broadened to include patients on other therapies with whom trends in the relevant markers could also be profiled.

In doing so, statistical significance in meeting the study goals could still be ensured. Multiple IRB submissions were filed. Final IRB and Informed Consent Forms were included in two interim update reports sent to Pfizer.

Goals of Study:

1. Generate preliminary data on VEGF and PLGF trends in cancer patients while assessing the use of the Theranos System in the hands of clinicians and patients.
2. Obtain feedback and recommendations from clinical staff.
3. Assess the use of the Theranos System in the hands of ambulatory patients at home.
4. Assess the Ambulatory Bioinformatics Communications System¹ including the physician and patient web portals as well as the data reports generated.

Study design:

Patient screening began in January 2007, once the final site was selected, enrollment began. In July of 2007, the first patient was enrolled in the trial. This trial consisted of very ill late-stage (4th line) cancer patients with various tumor types receiving a variety of therapies at the Sarah

¹ The Ambulatory Bioinformatics Communication System (formerly known as ABCS) was rebranded as TheranOS, the Theranos Operating System.



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Cannon Research Center at Tennessee Oncology (TNONC) in Nashville, Tennessee. The patients in the study typically resided in very remote locations across the eastern US. Almost all patients were not computer literate, and most were from low income families, unable to afford private telephone service.

The Theranos angiogenesis monitoring system was evaluated for clinical efficacy and as a means of more accurately and effectively monitoring cancer therapy and the progression of solid tumor cancers from a mechanism-of-action perspective. 32 patients were enrolled. Various cycles of therapies were monitored as well as physical changes in tumor size.

Four of the patients retracted consent to the study, three of them due to family problems and one due to mental and physical instability. Thus, Theranos increased the targeted enrollment number to ensure that the goal of demonstrating performance across significantly significant patient numbers would be met. That goal has now been achieved. To realize the goal, some patients had extended (60 day) monitoring periods.

Since Theranos has the ability to continue monitoring patients under the existing IRB and given the power of some of the correlations which are becoming apparent, Theranos may continue monitoring those patients for an extended period of time.

Enrollment was unpredictable and slow. All installations and shipments completed for this study were done on-demand with less than 24 hours. As part of the installation procedure, Theranos' client solutions team has performed at-home installations and pick-ups for many weak patients.

For each patient, a total of up to 14 time points were collected during the month-long analysis period, 3-4 time points taken at the clinic and the other 10-11 time points taken in-home. Both finger-stick and venous samples were taken during each clinic visit, while only finger-stick samples were run in-home. The venous draw samples were run on the Theranos System in the clinic at the time of the draw; these samples were also processed so that the plasma and/or serum was analyzed using a reference method.

Venous samples were processed using reference methods and provide an archive of 41 anti-coagulated plasma and serum samples which were frozen and have subsequently been analyzed at Theranos.

Theranos System Overview:

The Theranos System is comprised of consumer-oriented readers, single-use cartridges containing assay chemistry and controls, and a data collection system that communicates through cellular networks with the instrument to provide assay protocols and to compute and display results.

The steps required of a new patient are to 1) take the machine out of the box and 2) plug it into a power source. The touch-screen then walks each patient through the process of poking his/her finger, depositing blood into the cartridge, and placing the cartridge in the reader drawer. The instrument then processes the assays and sends the data through the cellular network in real-time to a secure web-portal.

Theranos Systems allow for quantitative, multiplexed longitudinal time-series measurements to map correlations between the rate of change of blood-borne markers over time to surrogate and clinical end-points.



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Specifications:

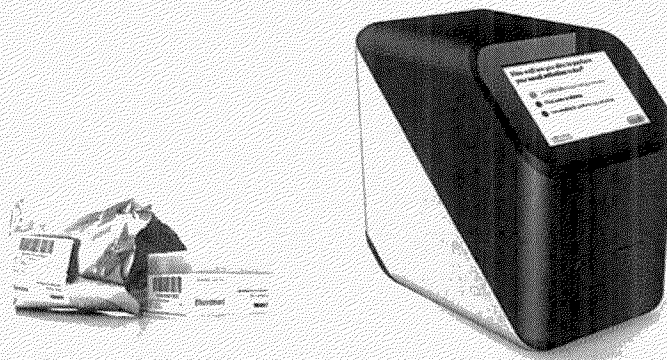
- ❖ Designed for at home use. Can also be used in physician's offices, ICU, and laboratories.
- ❖ Multiplexed measurement of biomarkers.
- ❖ Customizable for different/new assays on demand.
- ❖ Average 6 measurements per cartridge
- ❖ Serial measurements to comprehensively profile pharmacodynamic response through trends
- ❖ Runs fresh whole blood, plasma or serum samples
- ❖ Finger-stick – small sample size
- ❖ Mix and match selection of analytes on demand.
- ❖ Wide measurement range
 - pg/mL – mg/mL (1 billion fold)
- ❖ High sensitivity
 - 0.2 pg/mL (2 parts per 10-billion)
- ❖ Analyte Recovery: ~100 %
- ❖ System CV post-calibration (inter-intra reader, cartridge, and assay): < 10 %
- ❖ On-board chemistry controls
- ❖ Factory calibration (no user calibration)
- ❖ Wireless communication of results to appropriate user through cellular network
- ❖ Proprietary algorithms to interpret time trend results

The existence of a technology infrastructure for home, real-time blood monitoring allows collection of information which cannot be obtained using conventional blood testing scenarios:

- ❖ Small sample (finger-stick) + more frequent sampling of a small subset of analytes enables:
 - Identification of appropriate analytes (greatly helped by more frequent sampling)
 - Earlier detection of efficacy and safety and acute problems so intervention (for example, dose modification or change in drug type) can be more effective
 - Convenience of monitoring through-out a time-course before an event
- ❖ Higher sample integrity; real-time sample analysis on fresh whole blood on a standardized platform which can be deployed at any location (world-wide) eliminates assay inaccuracy associated with commercially available tests performed on samples which are "old" by the time they are analyzed.
 - Elimination of erroneous results (caused by analyte instability) and inherent errors in data and patient correlations (caused by processing data at various contract locations)



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For this study, an instrument was deployed in the home of each patient; four others were installed at the Cancer Center.

Three assays were performed simultaneously in multiplex by the system on a finger-stick sample of fresh whole blood. The analytes were Vascular Endothelial Growth Factor (VEGF), soluble VEGF receptor R2 (sVEGFR2, usually referred to as VEGFR2) and Placental Growth Factor (PLGF). Each assay was controlled using within-cartridge control measurements.

The system was calibrated at Theranos. Multiple cartridge lots were produced each with successively more clinically relevant specifications once samples were received from patients in the trial, as samples were not available during assay validation. Each lot was independently calibrated.

Traceability of calibration: Calibration is traced to authentic analytes dissolved at known concentrations in a plasma-like matrix. Calibration materials are prepared as mixed solutions of the three analytes. Assignment of calibrator concentrations is then made to values found for measurements of calibrators using reference assays.

System Performance Goals:

Assay	Reportable low pg/mL	Reportable high pg/mL	Precision CV, %
VEGF	20	10,000	10
VEGFR2	150	15,000	10
PLGF	5	1,000	10

Assay ranges achieved:

The goals for each assay's dynamic range were achieved. Due to the inability to receive samples for calibration at the beginning of the studies, the upper limit of calibration for VEGF was restricted to 3,000 pg/mL in the first cartridge lots, but then extended² to 10,000 pg/mL. For early cartridge lots the PLGF assay lower limit of sensitivity was 50 pg/mL. Therefore, many early results for PLGF were out-of-range low ("OORL"). Lots produced after receiving samples for calibration have reportable ranges below 20 pg/mL.

² All three assays have a linear dose-responses extending far above the highest calibrator used.



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Specificity:

The specificity of the assays depends on the pairs of antibodies chosen for each assay. In the first instance, we rely on the antibody vendor information. Selected pairs are known to have good specificity in ELISA assays. Key issues for these analytes are (1) the structural relationship of VEGF and (2) the fact that VEGF binds to sVEGFR2. We have shown that the Theranos assay system is not affected by the presence of VEGF and VEGFR2 and PLGF in the same samples. In many patients in this study, the drug Avastin is used. This drug is an antibody that binds to VEGF. It is obvious that ELISA assays for VEGF (and perhaps VEGFR2) using antibody pairs are likely to be interfered with by Avastin. As documented below, Theranos assays for VEGF and VEGFR2 appear to function with minimal interference from Avastin. In contrast, the selected reference assay for VEGF is strongly interfered by Avastin.

Theranos System Performance:

Assay accuracy:

Accuracy has been evaluated by analysis of clinical samples. Two sets of samples have been used: (1) A set of 12 serum samples from cancer patients (obtained from a commercial vendor), (2) 41 archived serum and plasma samples from this study. Because Avastin was used to treat many of the patients in the TNONC study and this antibody strongly interferes with the reference method, we used the commercially available samples for VEGF assay evaluation.

Twelve serum samples were assayed (singlicate) in the Theranos system and in duplicate for the reference method with the following results:

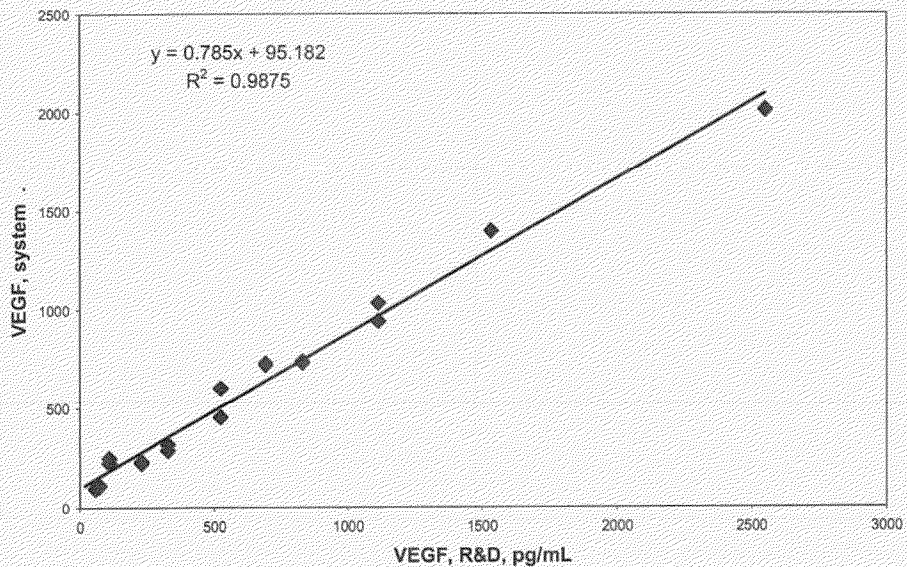
VEGF: y (Theranos) = $0.785 x$ (reference) + 95.2; $R^2 = 0.99$. Range 96 – 1985 pg/mL. One sample was rejected from the analysis giving very high results in the Theranos system and low results in the reference assay. Based on the study data, it seems likely this patient was being treated with the drug Avastin, which interferes with the reference assay.



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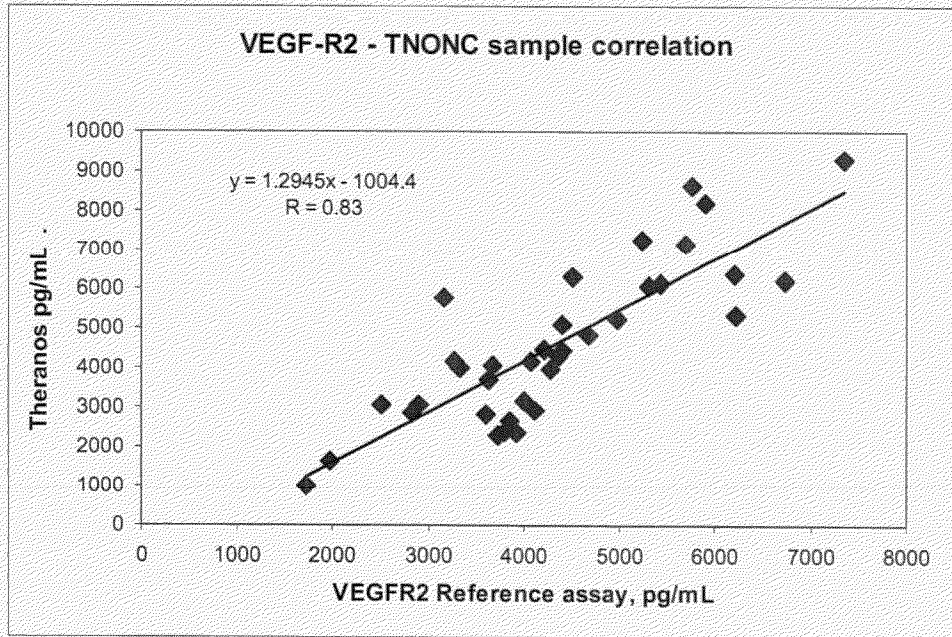
Single cartridge clinical results



For VEGFR2, 39 TNONC samples were assayed in triplicate in the Therasnos system and duplicate for the reference method. The results were: y (Therasnos) = $1.29 x$ (reference) + 1004; $R = 0.83$. Range 1015 – 9285 pg/mL.



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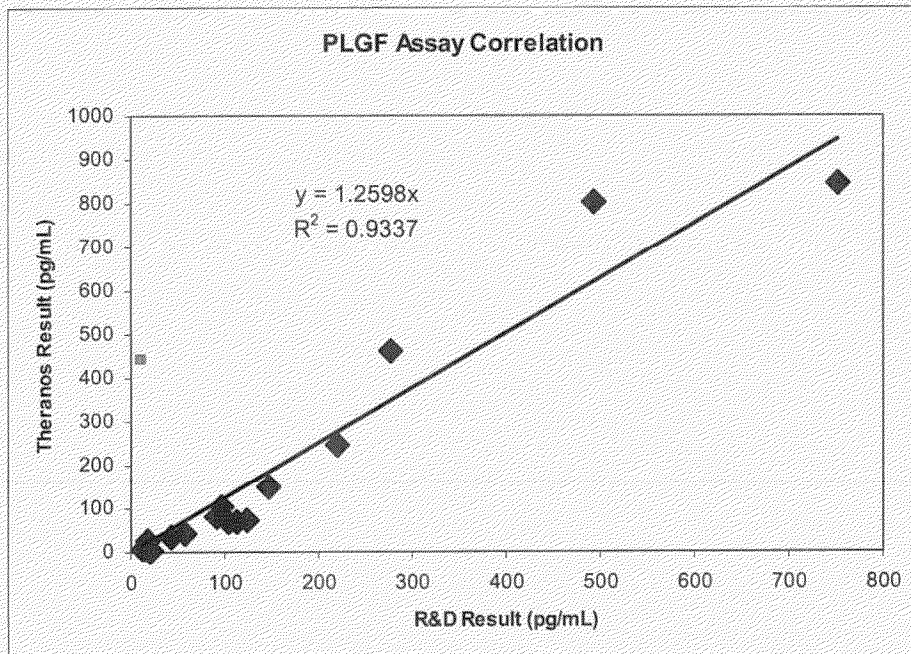


For the initial PLGF samples analyzed by Theranos in the field and with the reference method the results fell mostly in the undetectable range of both methods. Once the Theranos calibration was re-optimized, values became detectable from 5-17 pg/mL in the out-of-range-low venous samples sent to Theranos.

A significant correlation was achieved during validation on normal serum samples from twenty pregnant women assayed in quadruplicate. They were analyzed on both the Theranos system and the reference R&D Systems kit. The following results were obtained: y (Theranos) = $1.26 \cdot x$ (R&D Systems); $R = 0.96$. The average within sample CV for the Theranos results was 9%. One sample (shown in pink) below gave discrepant results.



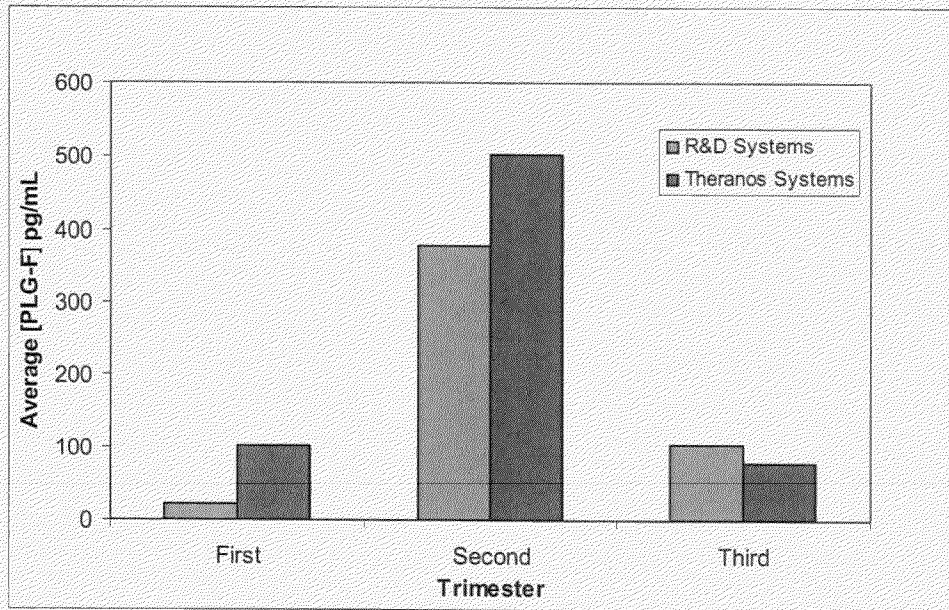
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When the results for patients were segregated by trimester and averaged, the concordance shown below was found.



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Effect of Avastin on the reference VEGF assay:

Comparison of reference and Theranos VEGF assay results for venous samples were not correlated. Many Theranos results were in the thousands of pg/mL where reference assay gave a low value. Since it was noted that many of the patients had been treated with Avastin which binds to VEGF, Theranos did a study of spike recovery for the reference method. VEGF (400 pg/mL) was added to each sample and the assay repeated. Results are shown below:

Avastin Present	VEGF average, pg/mL Ref	VEGF average, pg/mL Theranos
N	149	588
Y	136	8359
	VEGF spike recovery, %	
N	66.5	
Y	-1.3	

It is evident that Avastin completely blocks the reference assay response. Presumably, Avastin binds at a site on VEGF close to or identical with that recognized by one of the antibodies used in the reference method. The reference assay thus responds only to free VEGF whereas the Theranos assay is not blocked and measures both Avastin-bound and free VEGF.



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Assay precision:

Inter-Instrument Precision:

Venous samples from patients were run across four instruments.

Assay	Reportable low pg/mL	Reportable high pg/mL	Precision CV, %
VEGF	20	10,000	8.0
VEGFR2	150	15,000	7.3
PLGF	5	1,000	9.2

Precision in comparison to available reference methods was evaluated during calibration. Singlicate measurements from six instruments were used next to commercially available 'gold-standards'. Theranos adjusted the target range after obtaining clinical samples. Due to the superior performance characteristics of Theranos' assay next to commercial standards, obvious variances are seen where the reference methods report OORL.

Single lot calibration data:

Analyte	Range (pg/mL)	Average CV, %
VEGF (lot 3)	30 – 10,000	12.0
VEGF (lot 1)	30 – 3,000	10.0
VEGFR2 (lot 3)	1,000 – 10,000	4.8
VEGFR2 (lot 1)	50 – 800	17.6
PLGF (lot 3)	5 – 780	26.9
PLGF (lot 1)	50 – 800	9.1

Precision was also measured by analysis of the 41 archived clinical samples in assays and for VEGF 12 commercial samples.

Analyte	Range (pg/mL)	Average CV, %
VEGF	30 – 10,000	16.7
VEGF ³	96 – 1985	5.7
VEGFR2	1,000 – 10,000	20.4
PLGF	5 – 780	28.7

Dilution linearity:

Data gathered during lot calibration.

VEGF, pg/mL	Recovery, %
10000	(100)
2970	102
990	95
297	105
100	109
30	105
10	101

³ Commercial samples



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VEGFR2, pg/mL	Recovery, %
10560	(100)
7920	92.9
5280	100.9
3960	104.8
2640	97.7
1320	100.8

PLGF, pg/mL	Recovery, %
780	100.0
312	87.6
156	102.8
47	106.3
16	92.4
5	99.4

For all assays, recovery was close to 100 % in the reportable range.

Limit of detection (LOD):

Data gathered during calibration. The LOD is defined at a 95 % confidence level.

Analyte	LOD, pg/mL
VEGF	< 20
VEGFR2	< 200
PLGF ⁴	< 20

Theranos Field Study:

The system has been deployed to patient's homes and the TNONC study clinic and has downloaded protocols and uploaded data wirelessly. Some patients used direct telephonic communications (POTs modems) if they were worried about cell reception. Data for every patient has been profiled on a secure, Pfizer-specific server.

Field Performance Overview:

In this report we document results from:

- 27 patients (41% female and 59% male)
- 13 cancer types
- 38 Instruments
 - 27 instruments deployed to patients' homes

⁴ Later stage cartridge lots



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- o 4 instruments deployed to the clinical site in Nashville, TN
- o 4 updated instruments to replace the readers at the clinical site such that the latest design revolution is deployed at the site
- o 3 were used to replace malfunctioning readers in the field (2 at clinic - one with communication issue, one mechanical due to user error; 1 at patient's home with mechanical issues from shipping)
- 445 cartridges (approximately 1300 assay results)
 - o This number includes cartridges run in-house on archived plasma as well as results gathered in-field

Data acquisition has proven feasible in the home setting. There were instruments in the field operating in extreme temperature conditions (from very hot, no A/C to A/C turned to the maximum) as well as in very diverse locations (from RV's to log cabins in the middle of forests), in remote, difficult to reach areas where poor cellular reception is prevalent.

The instruments have been deployed across three states, including Kentucky, Pennsylvania and Tennessee. As mentioned, typical turnaround time for installation and patient at-home test was less than 24 hours without notice.

In monitoring this multiplex of analytes at far greater frequency than ever before, considerable patient-response variation can be seen across different sub-patient populations, therapies, and cancer types.

When we look at the average results from each patient and the variation seen for each patient, it is evident that the patients vary drastically:

	VEGF Avg., pg/mL	VEGFR2 Avg., pg/mL	PLGF Avg., pg/mL
Maximum	13,584	6,317	410
Minimum	47.5	368	37.3

By evaluating sample statistics such as these, one can identify patients who are anomalous and who may benefit from therapy modification.

For example, of the 13 patients with colon cancer we see one subject with an average VEGF of 13,600 pg/mL and another with an average of 255 pg/mL whereas most of the patients had VEGF values quite closely clustered at 1000 - 5000 pg/mL. Similarly, we see some subjects who show very little variation in analyte values and others with wide variations presumably related to response (high or low) to therapy.

Trial Data:

The following raw trial data is included in the appended spreadsheet:

1. Clinic visit diagnostics (Patient characteristics and Clinical assay results)
2. Clinic visit pivot table (clinical results presented as a customizable pivot table)
3. Patient aggregate data (Compliance data, Result averages and CVs by patient and averages by cancer type)
4. All field analyte data results (from the Therasnos system presented by patient in a filtered table format [sort-able])
5. Treatment data (drugs used and dosage)



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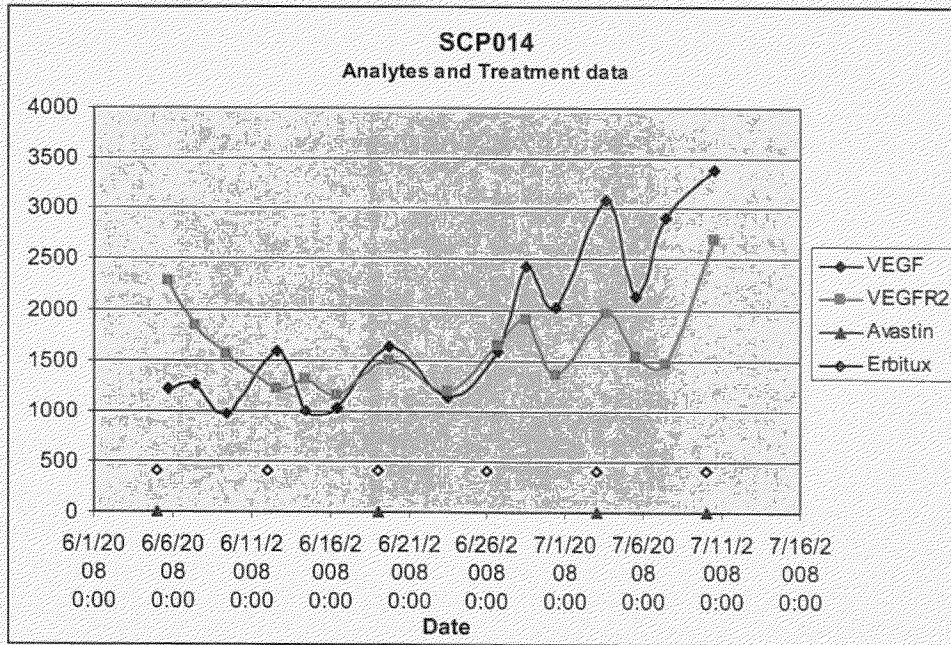


- 6. Individual end-of-study results (patient evaluation of system)
- 7. Compilation and summary of end-of-study survey results
- 8. Data transmission statistics

Evaluation of time course results from individual patients:

The study data demonstrates that in a larger, statistically controlled study, where the endpoint is directly proportional with patient outcome, e.g., a RECIST Score, a correlation between analyte dynamics and patient response to treatment would be generated.

To showcase the ability to profile predictive correlations between treatment and response profiles, we selected data from two patients -- 14 and 12. Due to patient 14's clinic schedule (first figure below), we were able to collect data following multiple infusion dates, allowing limited statistical analysis to be performed that correlates analyte levels with treatment administration. The cross-correlation function (second figure below) looking at VEGF and VEGFR2 blood levels for patient 14 shows a positive correlation at a cadence of 3 data points. This coincides with the patient's weekly clinic visits during which the patient receives the Avastin infusions.



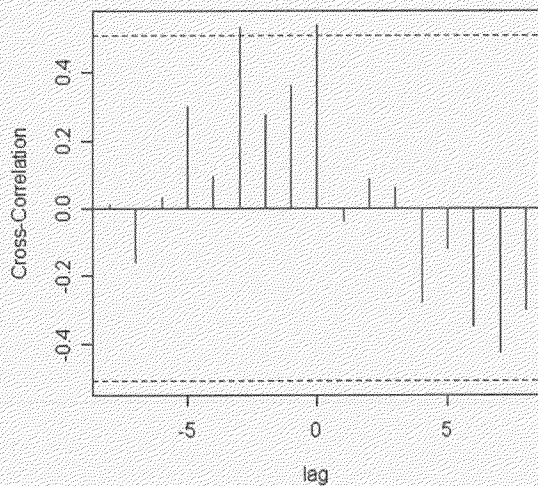
The change in rate of the parameters can be correlated to progress, seen again below in a correlation plot:



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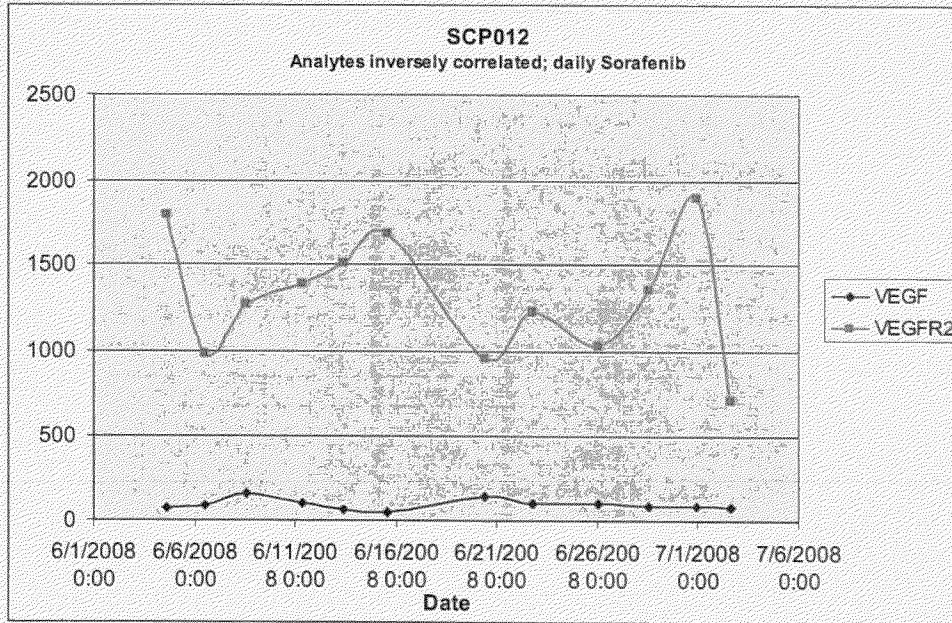
tnonc14.vegf & tnonc14.vegfr2



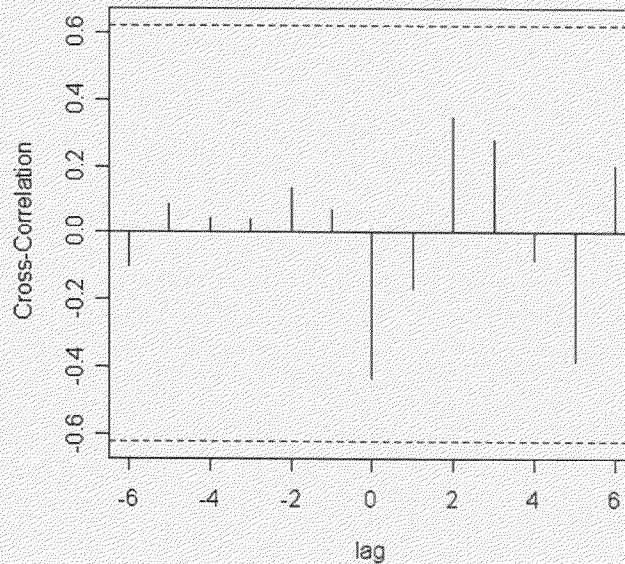
For patient 12 (first figure below), we observe an inverse correlation between VEGF and VEGFR2 blood levels. This suggests that the blood analytes behave differently with different drug treatments, pointing at distinct pathways of drug activity (second figure below).



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tnonc12.vegf & tnonc12.vegfr2





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For most patients analyzed, the sample size and sample numbers did not provide sufficient statistical power to derive a statistically significant conclusion but some clinical endpoint measurements were accessible to correlate analyte vectors and their rates of change with time to the patient's progression and response to treatment.

Patient average VEGF and VEGFR2 data by cancer type:

Patient ID	Cancer type	Main Treatment	Average VEGF (pg/ml)	Average VEGFR2 (pg/ml)
SCP001	Adenocarcinoma	Sutent	47.5	2592
SCP006	Breast Cancer	Avastin	2082	2662
SCP010	Breast Cancer	Avastin	2055	3040
SCP008	Breast Cancer	Sorafenib	98	1863
SCP021	Colorectal Cancer	Avastin	4677	3646
SCP027	Colorectal Cancer	Sorafenib	1093	4863
SCP029	Colorectal Cancer	Sorafenib	3612	5658
SCP003	Colorectal Cancer	Sutent	72	2798
SCP007	Colorectal Cancer	Avastin	3860	2350
SCP009	Colorectal Cancer	Avastin	1840	368
SCP022	Colorectal Cancer	Avastin	Patient dropped	N/A
SCP014	Colorectal Cancer	Avastin	1826	1634
SCP019	Colorectal Cancer	N/A	Patient dropped	N/A
SCP016	Colorectal Cancer	Avastin	3006	2143
SCP031	Colorectal Cancer	Avastin	13584	5463
SCP024	Colorectal Cancer	Sorafenib	255	1540
SCP028	Colorectal Cancer	Sorafenib	1274	6317
SCP023	Esophageal Cancer	Avastin	3145	2260
SCP030	Gastrointestinal Stromal Tumor	Sutent	889	2424
SCP012	Liver Cancer	Sorafenib	96	1253
SCP017	Lung Cancer	Avastin	3947	2111
SCP025	Melanoma	Avastin	5399	3294
SCP002	Neuroendocrine carcinoma	N/A	Patient dropped	N/A
SCP026	Ovarian Cancer	Sorafenib	Patient dropped	N/A
SCP020	Renal Cell Carcinoma	Sutent	368	883
SCP004	Renal Cell Carcinoma	Avastin	2316	1057
SCP011	Renal Cell Carcinoma	Avastin	3159	1911
SCP013	Renal Cell Carcinoma	Avastin	3908	770
SCP015	Renal Cell Carcinoma	Avastin	3031	1068
SCP018	Tongue Cancer	Avastin	1457	3074
SCP005	Unknown Primary	Avastin	3099	2980

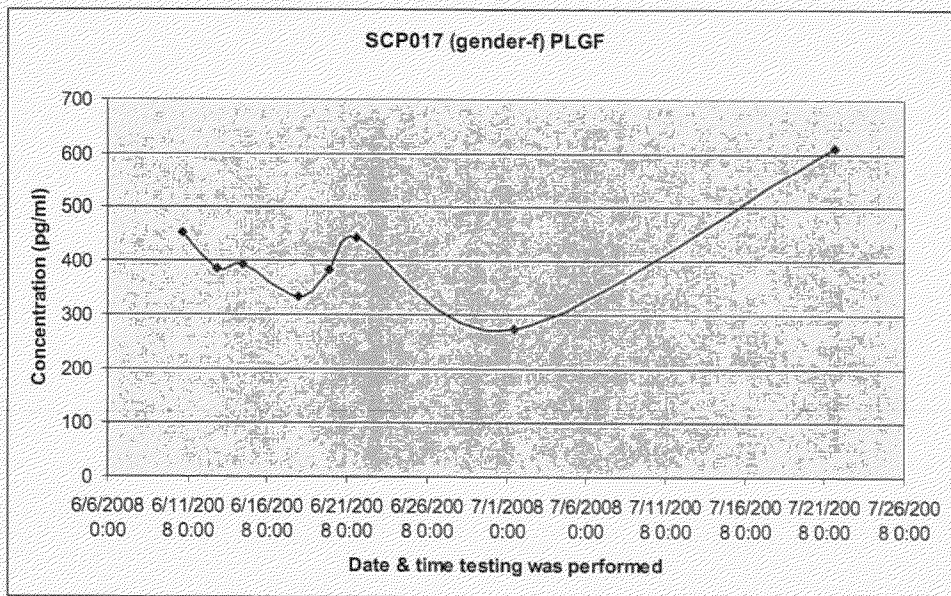
As referenced, patients #2, #19, #22, #26 dropped out of the study for various reasons; therefore average values are not statistically significant for them.



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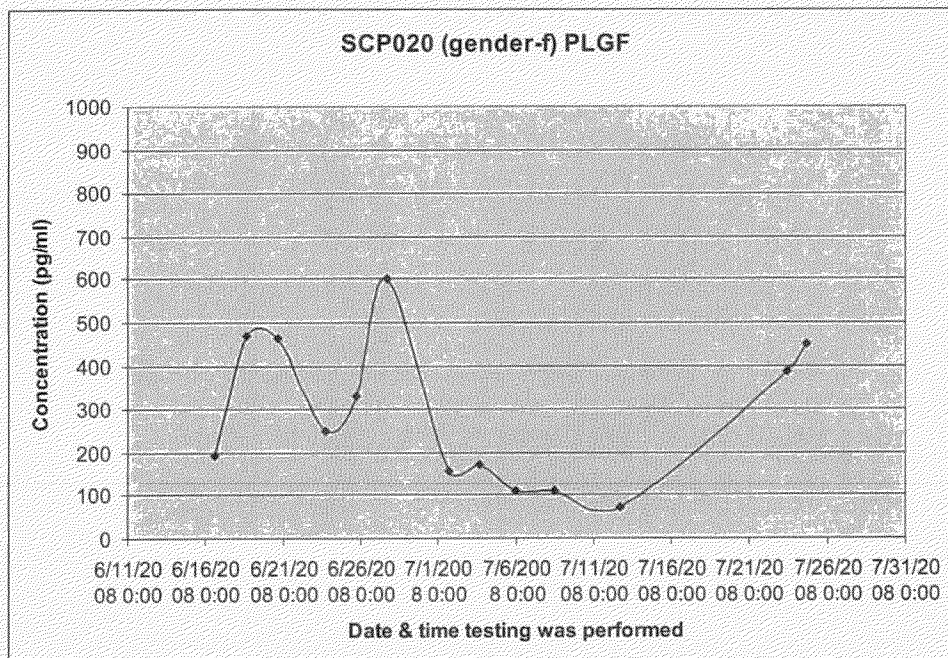


For the patients in whom PLGF is consistently detectable we selected plots as shown below.





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Patient monitoring times and quality of life by gender:

Patient ID	Cancer type	Gender	Time of day when home monitoring was performed (on average)*	Quality of life (as measured by on-screen survey) (on average)*
SCP001	Adenocarcinoma	f	Morning	N/A (Survey was not yet deployed)
SCP006	Breast Cancer	f	Afternoon	7
SCP010	Breast Cancer	f	Evening	8
SCP008	Breast Cancer	f	Late Evening	7
SCP021	Colorectal Cancer	f	Noon-afternoon	8
SCP027	Colorectal Cancer	f	Afternoon	10
SCP029	Colorectal Cancer	f	Afternoon-Evening	not yet available
SCP003	Colorectal Cancer	f	Morning	N/A (Survey was not yet deployed)
SCP017	Lung Cancer	f	Evening	9
SCP026	Ovarian Cancer	f	N/A	N/A
SCP020	Renal Cell Carcinoma	f	Afternoon	6
SCP005	Unknown Primary	f	Afternoon	9



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SCP007	Colorectal Cancer	m	Evening	7
SCP009	Colorectal Cancer	m	Late Evening	7
SCP022	Colorectal Cancer	m	N/A	8
SCP014	Colorectal Cancer	m	Morning	7
SCP019	Colorectal Cancer	m	N/A	N/A
SCP016	Colorectal Cancer	m	Evening	8
SCP031	Colorectal Cancer	m	Afternoon	not yet available
SCP024	Colorectal Cancer	m	Afternoon	9
SCP028	Colorectal Cancer	m	Evening	not yet available
SCP023	Esophageal Cancer	m	Morning	8
SCP030	Gastrointestinal Stromal Tumor	m	Morning	not yet available
SCP012	Liver Cancer	m	Afternoon	10
SCP025	Melanoma	m	Morning	9
SCP002	Neuroendocrine carcinoma	m	N/A	N/A
SCP004	Renal Cell Carcinoma	m	Noon-afternoon	10
SCP011	Renal Cell Carcinoma	m	Morning	9
SCP013	Renal Cell Carcinoma	m	Evening	10
SCP015	Renal Cell Carcinoma	m	Evening	7
SCP018	Tongue Cancer	m	Afternoon	5

* Actual time for each test point and diurnal variations of quality of life can be found online

Patient compliance with optional on-screen questionnaire was approximately 86% (this number was calculated before the end of the study, therefore final compliance figures may change).



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Patient clinical visit data by age:

Patient ID	Race	Smoking Status	Alcohol Consumption	Age	Weight (pounds)
SCP029	Caucasian	does not smoke now, positive history	None	36	179
SCP010	Caucasian	never smoked	monthly or less	45	165
SCP018	Caucasian	Smoke daily	None	45	181
SCP007	Caucasian	never smoked	None	46	213
SCP008	Caucasian	smoke occasionally	None	46	180
SCP002	Caucasian	never smoked	monthly or less	49	194
SCP016	Caucasian	smoke occasionally	monthly or less	49	167
SCP012	Caucasian	does not smoke now, positive history	None	53	190
SCP015	Caucasian	does not smoke now, positive history	None	53	174
SCP028	Caucasian	smoke occasionally	None	57	262
SCP001	Caucasian	does not smoke now, positive history	None	61	172
SCP027	African American	never smoked	None	62	167
SCP009	Caucasian	never smoked	None	63	221
SCP011	Caucasian	does not smoke now, positive history	monthly or less	63	305
SCP024	Caucasian	infrequent attempts (never developed a habit)	Every day	64	200
SCP023	Caucasian	never smoked	Every day	65	252
SCP005	Caucasian	does not smoke now, positive history	monthly or less	66	160
SCP021	Caucasian	smoke occasionally	monthly or less	66	198
SCP006	Caucasian	never smoked	monthly or less	68	163
SCP017	Caucasian	does not smoke now, positive history	Every day	69	112
SCP013	Caucasian	never smoked	monthly or less	71	230
SCP020	Caucasian	never smoked	None	72	101
SCP026	Caucasian	never smoked	None	73	132
SCP031	Caucasian	does not smoke now, positive history	None	73	134.5
SCP025	Caucasian	does not smoke now, positive history	None	77	184
SCP014	Caucasian	does not smoke now, positive history	monthly or less	78	217.5
SCP022	African American	never smoked	None	82	178
SCP030	Caucasian	never smoked	None	83	182



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Sample of patient clinical blood work by patient ID:

Patient ID	Avg. % Lymphocytes	Avg. Heart Rate	Avg. Total Billirubin	Avg. Systolic BP	Avg. RBC
SCP001	33.4	67.7	0.7	129.3	3.2
SCP002	34.1	55.0	0.3	161.0	4.3
SCP004	27.8	64.7	0.5	144.7	3.2
SCP005	36.4	75.0	0.2	127.5	3.9
SCP006	29.5	100.7	0.3	112.7	4.3
SCP007	24.0	73.0	0.3	131.3	4.4
SCP008	23.7	84.0	0.4	124.0	5.1
SCP009	25.0	71.5	0.7	133.0	4.5
SCP010	45.3	74.3	0.9	137.8	4.5
SCP011	28.6	82.0	0.6	135.0	4.8
SCP012	28.3	75.5	0.7	122.0	4.0
SCP013	31.1	72.0	0.7	137.0	4.2
SCP014	40.2	81.5	0.4	125.3	4.0
SCP015	35.4	78.3	0.3	147.0	5.0
SCP016	18.0	75.3	0.3	131.3	4.9
SCP017	20.7	89.3	0.4	114.0	4.2
SCP018	23.4	70.0	0.3	133.0	4.8
SCP020	17.9	60.7	0.4	146.0	3.7
SCP021	36.5	91.0	0.4	130.0	4.8
SCP022	23.5	93.5	0.7	123.0	4.0
SCP023	26.3	107.7	0.7	119.7	4.7
SCP024	18.8	83.0	0.7	139.0	3.7
SCP025	33.5	94.0	0.3	143.0	5.2
SCP026	34.6	110.0	0.4	125.0	3.7
SCP027	9.5	70.0	0.7	119.0	3.7
SCP028	21.2	98.0	0.8	125.7	5.2
SCP029	32.6	90.5	0.6	122.8	5.1
SCP030	42.3	72.0	0.4	137.0	3.7
SCP031	16.7	70.0	0.4	145.0	4.3

All individual patient data was profiled as it was generated on the Pfizer-specific secure portal at www.theranos.com; raw data can also be found in the attached excel spreadsheet.

Server and Data Transmission

Approximately 361 cartridge results and 203 optional home surveys from the field were successfully transmitted to the Theranos servers. There were less than 5% transmission errors that required the readers to either retry sending the data or wait until they had a better connection to send the data. All data gathered in the field was transmitted to the Theranos servers. For the first two patients, on-screen surveys were not available. The number of surveys received is smaller than the number of cartridge runs due to the above as well as patients filling only one survey for each of their clinic visits (even though they ran two cartridges per visit). Once surveys



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became available, each cartridge run also asked the user to complete an optional quality of life survey and compliance was very good.

Data distribution by transmission pathway to date		
Direct Internet Connection	Wireless-GSM	Traditional Phone line
5.6 %	90.7%	3.7 %

The only problem encountered with using GSM wireless phone technology was poor signal. The main reasons for poor cellular reception were: dense foliage, metal roofs and poor signal quality due to remote location. In one location (Stewart, TN), there was no cellular coverage at all; therefore the reader used the standard telephone line in order to connect to our servers and report data as it was gathered. All of this patient's logs were received by TheraNOS servers. In future studies, multiple network providers would be contracted for these areas.

Overall performance of the TheraNOS System based on Customer Care log:

The customer care line was available to patients 24 hours a day 7 days a week over the course of the entire study (July 07 to October 08). All calls were addressed professionally and all issues were resolved quickly, taking care to minimize the impact on patients and clinical staff.

The types of calls for which patients used the Customer Care line:

- o Patient running low on supplies – the solution was to simply ship more of the needed supplies with overnight delivery to make sure patient had enough for the upcoming home tests.
- o Patient not knowing how to turn machine on – the solution was to advise the patient over the phone on the procedures outlined in the setup sheet they received and to make sure they have the instrument up and running.
- o Patient calling about scheduling an instrument pickup – solution was to schedule one of our representatives to pick up the machine or alternatively to have FedEx pick up the reader if patient was able to place it in the shipping container themselves.
- o Patient called about blood transfer question – the solution was to advise the patient to leave the blood transfer device on a flat surface. If this solution was not sufficient, a new batch was shipped to make sure no capillary manufacturer defects were at fault.
- o Patient called about instrument not recognizing cartridge – the solution was to ask patient to re-try and call back if problem persisted. The suspicion was that due to poor cellular signal the reader was unable to communicate, and by re-trying it would perform appropriately. There were no subsequent calls from patient.
- o Patient called about instrument not being ready due to temperature – the solution was to ask patient to move reader away from A/C units and possible air currents. Patients had moved readers from initial installation location (one moved it to his RV, another into a really hot room) and the temperature extremes affected the readers' ability to maintain desired temperature. The TheraNOS readers are engineered to control temperature to eliminate variability associated with conventional assays.

The majority of systems deployed in the field performed their duties throughout the entire length of the patient monitoring schedule. One instrument had mechanical issues due to being misused; this happened during new personnel training at TNONC. The instrument was promptly replaced with a new instrument. Another failure occurred due to the instrument being damaged in shipping.



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Although it performed its functions properly for the majority of the patient's schedule it eventually malfunctioned and was also promptly (~24 hours) replaced. Yet another issue was related to the cellular carrier not identifying the instrument. To expedite the process and assure that the clinic was adequately supplied it was decided to replace that instrument with one that was known to work. The problem was later resolved off-line.

Patient Compliance with protocol:

It is hard to estimate the patient compliance with the exact protocol due to the factors out of Theranos' control. In many instances patients re-scheduled their clinic visits and the new appointments were not communicated to us. At the onset of each patient's home monitoring they were provided with a tentative schedule which in many cases changed due to patient's need to travel or inability to keep scheduled appointments. With this in mind, we estimate that patient compliance with protocol was still very good, at approximately 96 % (measured as 80-120% of expected testing completed and received). Given the missing information, a much more accurate derivation would be possible.

Theranos System Assessment by Patients and Clinical Staff:

Patient end of study surveys were sent out to all participants. To date, 17 responses were collected from patients.

Summary of patients' assessment of the Theranos system:

- 88% of patients surveyed found the Theranos System easy to use; no patients found it "very hard" to use.
- 76% of patients found the written instructions to be very informative, with clear directions; 12% did not read instructions
- 91% of patients scored the training given by their Theranos representative either a 9 or 10 (10 being very good training)
- 76% of patients found the Theranos System takes little time to use (scores between 1 and 4 were tallied, with 1 = very little time and 10 = a lot of time)
- 100% of patients found the optional touch screen survey on the Theranos System easy to use, giving scores of either 8, 9 or 10 (10 = easy to use, 1 = hard to use).
- On a scale of 10 to 1 (10 = least painful, 1 = most painful), only one patient gave the blood drawing experience a score of less than 6. 59% felt almost no pain, scoring either a 9 or 10.
- 100% of the patients that responded to the survey gave Theranos Customer Support an excellent or very good rating
- For the majority of patients, the Theranos System worked very well. The major ways of solving the questions patients had were figuring it out on their own or calling the Theranos Customer Care line.
- In the follow-up survey, 100% of patients that responded said they received excellent or very good technical support over the duration of the study.
- Most patients said they prefer monitoring from home (scored 8 through 10) using the Theranos System; 25% were indecisive (scored 4 to 6) when asked whether they prefer going to the clinic or using the Theranos System; only two patients would rather monitor at the clinic.

From the interactions with clinical staff at Tennessee Oncology, the system was:
1. well received and



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2. the client solutions team made a very positive impact on the clinical staff and patients through promptitude and professionalism.

Conclusions:

General:

1. The Theranos System performed with superior performance to reference assays while running in a complex ambulatory environment.
2. The existing Theranos support infrastructure enables on-demand home installation and patient training in extremely rural areas.
3. Patients preferred ambulatory monitoring to clinic visits and liked using the Theranos System.
4. Non-computer literate patients had no issues using the Theranos System.

Technical:

5. Inter-system accuracy is excellent and was demonstrated on a platform with superior performance specifications to reference methods.
6. Calibrations were updated with access to samples from the trial.
7. Good correlations were seen to various commercially available gold-standards.
8. Avastin does not block the Theranos assay.
9. The Theranos System can measure VEGF both free and bound to VEGFR2 and Avastin to better quantify dose-response.

Economic:

10. This 15 month study demonstrated the robust functionality of Theranos Systems. With this validation data, the technology can be applied to significantly cut costs and bring compounds to market faster:
11. More frequent sampling enabled better characterization of longitudinal time-series profiles of angiogenesis protein panels. More accurate insight of the change in rate of those panels over time enables significantly faster and earlier reads on efficacy dynamics.
 - a. See efficacy dynamics trends and correlation to end-points in patient time-course profiles on the Pfizer web-portal at www.theranos.com.
12. Response profiles were seen in this study over 30 day intervals. Historically, these types of correlations have taken up to a couple years to demonstrate, or in some cases, were previously not demonstrable. This time gained facilitates rapid data generation for additions to a compendia and rapid label expansion of existing drugs. Equally, this approach can be used to fast-track approvals of key compounds and at the same time better optimize those compounds with better visibility to achieve the target product profiles.
 - a. One of Theranos' pharma partners is publishing a report which estimates the increased time to market is valued at \$1M per day – making every month quite substantial.
13. Through Theranos Systems, Pfizer will be able to reduce the number of sites, eliminate shipping costs for samples, processing costs, and analytical costs. Based on historical data, implementation of these systems will enable Pfizer to achieve ~50% cost savings over current study spending (previously demonstrated to be \$15M of a \$30M study budget). Equally, through better insight into pathway dynamics, Theranos is demonstrating the ability to reduce the number of patients required to show statistical significance in future studies by 30-50%.



Theranos Confidential: Select Anchor Hospital Partners

Cedars-Sinai

The Children's Hospital of Philadelphia

Dignity Health

Hospital Corporation of America

Hospital for Special Surgery

Intermountain Healthcare

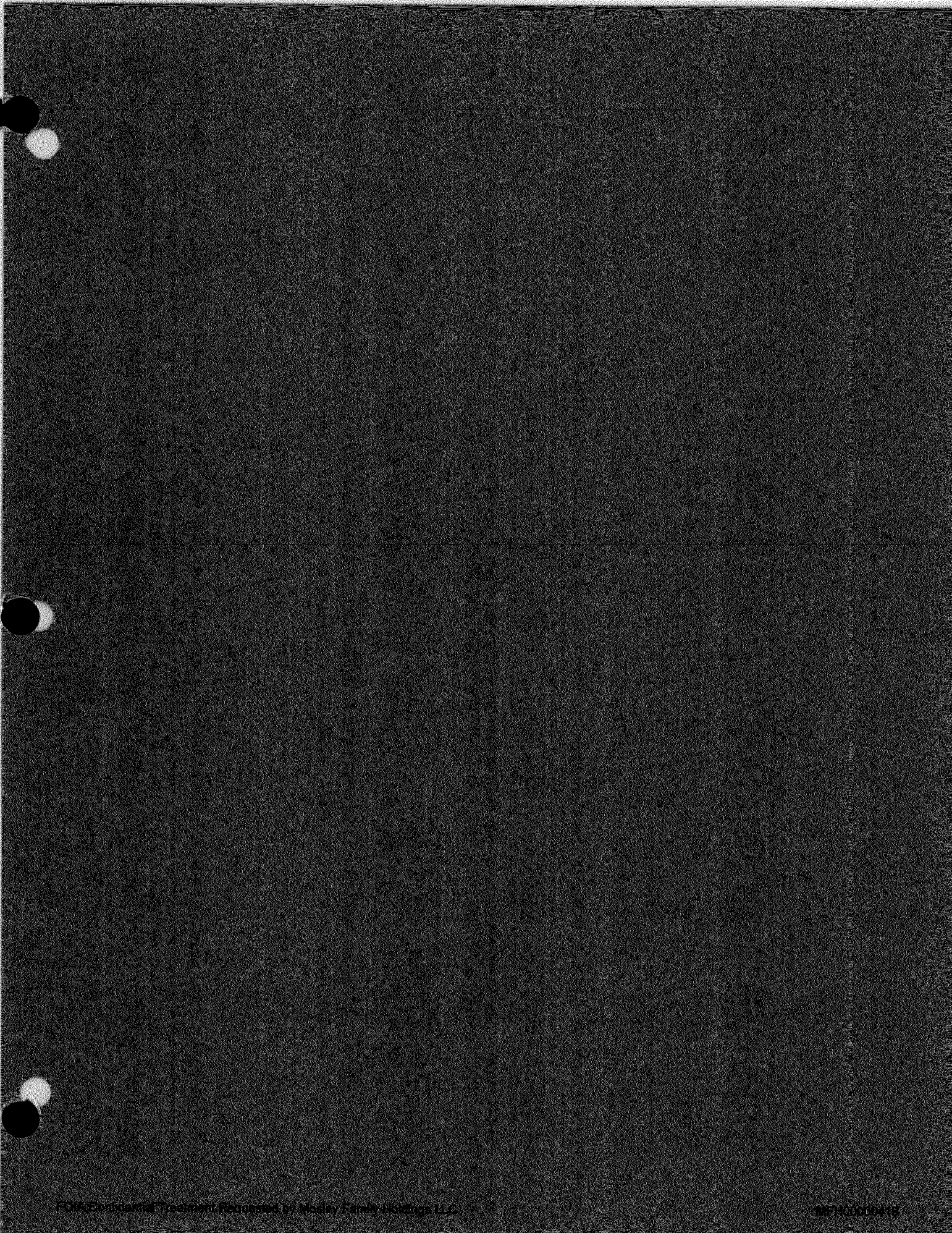
The Johns Hopkins Hospital

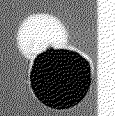
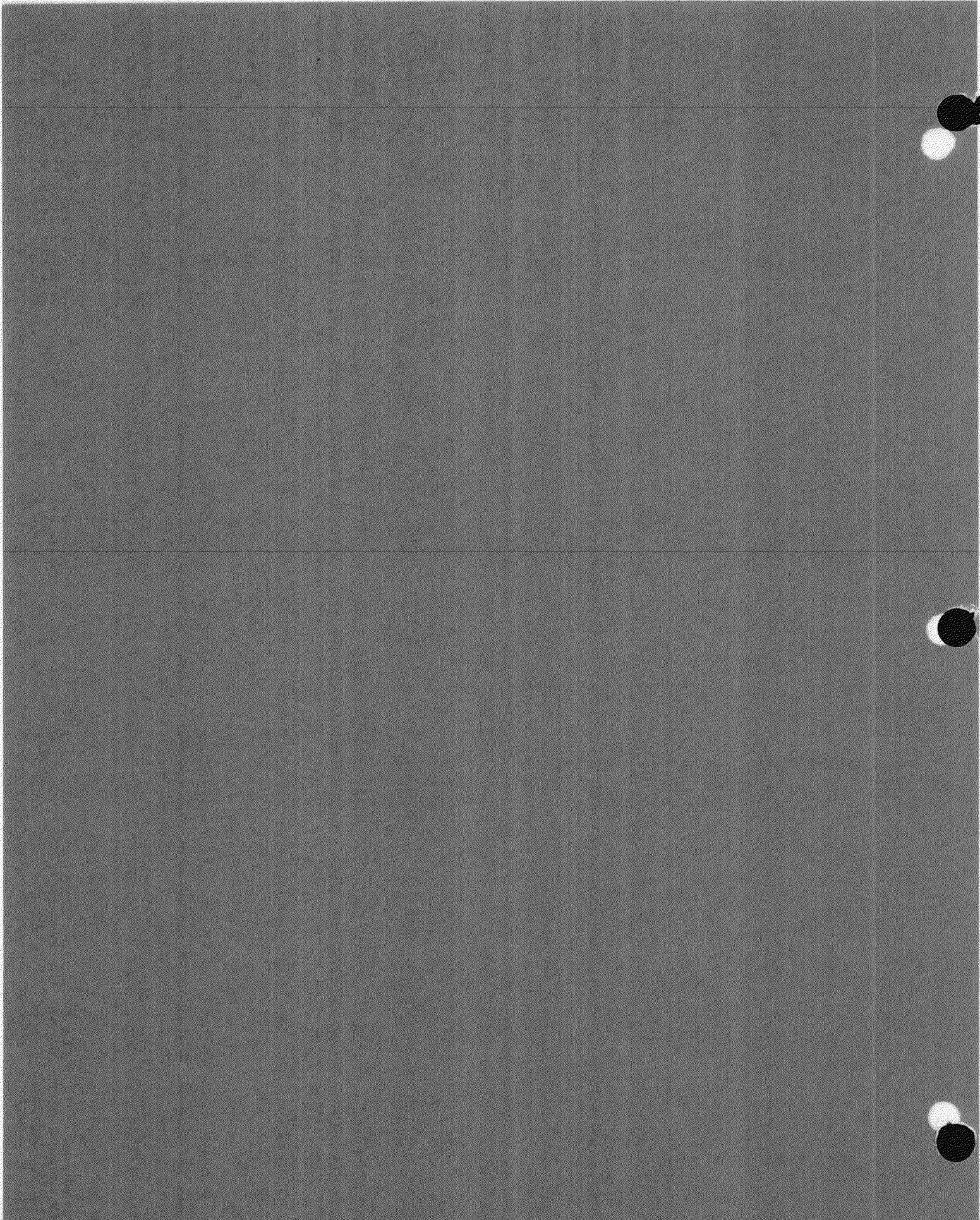
Select Medical

Sutter Health

The University of California, San Francisco Medical Center

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Theranos Confidential: Select Pharmaceutical Partner List

AstraZeneca UK Ltd
Oncology Programs

Bristol-Myers Squibb Company
Metabolic Programs and Clinical Trial Infrastructure

Celgene Corporation
Oncology, Bone, Anemia Programs, and Clinical Trial Infrastructure

Centocor Biotech, Inc.,
Immunology, Clinical Trial Infrastructure, and Novel Companion Diagnostics

Daiichi Sankyo Company, Limited
Metabolic Programs

GlaxoSmithKline plc.
Metabolic Programs, Vaccine Programs, and Clinical Trial Infrastructure

Merck & Co, Inc.
Metabolic Programs

Novartis International AG
Immunology Programs and Clinical Trial Infrastructure

Pfizer, Inc.
Oncology Programs and Clinical Trial Infrastructure

Schering-Plough Corporation
Immunology Programs

**Exemplary Report From
Pharmaceutical Partner**

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**Intellectual Property
Summary**

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2000.102	RAPID MEASUREMENT OF FORMED BLOOD COMPONENT SEDIMENTATION RATE FROM SMALL SAMPLE VOLUMES Rapid Measurement of Formed Blood Component Sedimentation Rate from Small Sample Volumes	Utility: Provisional	61/930,432	1/22/2014	United States	Pending
2000.201	RAPID MEASUREMENT OF FORMED BLOOD COMPONENT SEDIMENTATION RATE FROM SMALL SAMPLE VOLUMES	Utility: Non-Provisional	13/945,147	7/18/2013	United States	Published
2000.501A	RAPID MEASUREMENT OF FORMED BLOOD COMPONENT SEDIMENTATION RATE FROM SMALL SAMPLE VOLUMES	Continuation-in-Part	14/319,644	6/30/2014	United States World	Pending
2000.601	RAPID MEASUREMENT OF FORMED BLOOD COMPONENT SEDIMENTATION RATE FROM SMALL SAMPLE VOLUMES	Utility: PCT	PCT/US13/51143	7/18/2013	Intellectual Property Organization	Published
2001.104	HIGH SPEED, COMPACT CENTRIFUGE FOR USE WITH SMALL SAMPLE VOLUMES High Speed, Compact Centrifuge for Use with Small Sample Volumes	Utility: Provisional	61/930,462	1/22/2014	United States	Pending
2001.201	HIGH SPEED, COMPACT CENTRIFUGE FOR USE WITH SMALL SAMPLE VOLUMES	Utility: Non-Provisional	13/945,202	7/18/2013	United States World	Published
2001.601	HIGH SPEED, COMPACT CENTRIFUGE FOR USE WITH SMALL SAMPLE VOLUMES	Utility: PCT	PCT/US13/51170	7/18/2013	Intellectual Property Organization	Published
2002.105	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Provisional	61/930,419	1/22/2014	United States	Pending
2002.106	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Provisional	61/933,270	1/29/2014	United States	Pending
2002.107	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Provisional	61/945,822	2/27/2014	United States	Pending
2002.201	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Non-Provisional	13/951,063	7/25/2013	United States	Published
2002.202	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Non-Provisional	13/951,449	7/25/2013	United States	Published



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2002.204A	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: Non-Provisional	14/167,964	1/29/2014	United States World	Pending
2002.601	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: PCT	PCT/US13/52141	7/25/2013	Intellectual Property Organization World	Published
2002.602	IMAGE ANALYSIS AND MEASUREMENT OF BIOLOGICAL SAMPLES	Utility: PCT	PCT/US14/16962	2/18/2014	Intellectual Property Organization Taiwan, Province of China	Pending
2002.851	Image Analysis and Measurement of Biological Samples	Utility: Foreign	102126668	7/25/2013	China	Published
2003.104	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION	Utility: Provisional	61/952,125	3/12/2014	United States	Pending
2003.105	Systems, devices, and methods for bodily fluid sample collection	Utility: Provisional	61/952,130	3/12/2014	United States	Pending
2003.201	Systems, Devices, and Methods For Bodily Fluid Sample Collection	Utility: Non-Provisional	14/020,435	9/6/2013	United States	Published
2003.202	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION	Utility: Non-Provisional	14/214,774	3/15/2014	United States	Pending
2003.501A	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION	Utility: Continuation-in-Part	14/320,471	6/30/2014	United States World	Pending
2003.601	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION	Utility: PCT	PCT/US13/58627	9/6/2013	Intellectual Property Organization World	Published
2003.602	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION	Utility: PCT	PCT/US14/30792	3/17/2014	Intellectual Property Organization	Pending

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<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2004.103	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE COLLECTION, TRANSPORT, AND HANDLING	Utility: Provisional	62/011,023	6/11/2014	United States	Pending
2004.201	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE TRANSPORT	Utility: Non-Provisional	14/098,177	12/5/2013	United States World	Published
2004.602	Systems, Devices, and Methods for Bodily Fluid Sample Transport	Utility: PCT	PCT/US2013/000268		Intellectual Property Organization Taiwan, Province of China	Published
2004.851	Systems, Devices, and Methods for Bodily Fluid Sample Collection	Utility: Foreign	102144582	12/5/2013	China	Pending
2005.201	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SEPARATION MATERIALS	Utility: Non-Provisional	14/214,772	3/15/2014	United States	Pending
2006.201	SYSTEMS AND METHODS FOR RESPONSE CALIBRATION	Utility: Non-Provisional	14/035,762	9/24/2013	United States World	Published
2006.601	SYSTEMS AND METHODS FOR RESPONSE CALIBRATION	Utility: PCT	PCT/US13/61485	9/24/2013	Intellectual Property Organization	Published
2007.201	RAPID, LOW-SAMPLE-VOLUME CHOLESTEROL AND TRIGLYCERIDE ASSAYS	Utility: Non-Provisional	14/100,870	12/9/2013	United States World	Published
2007.601	Rapid, Low-Sample-Volume Cholesterol and Triglyceride Assays	Utility: PCT	PCT/US13/74211	12/10/2013	Intellectual Property Organization	Published
2008.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND hCG, FERRITIN, LH, AND PSA	Utility: Non-Provisional	14/209,963	3/13/2014	United States World	Pending
2008.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND HCG, FERRITIN, LH, AND PSA	Utility: PCT	PCT/US14/29729	3/14/2014	Intellectual Property Organization	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2009.201	RAPID MEASUREMENT OF VITAMIN D IN BLOOD	Utility: Non-Provisional	14/203,206	3/10/2014	United States	Pending
2009.202	RAPID MEASUREMENT OF TOTAL VITAMIN D IN BLOOD	Utility: Non-Provisional	14/203,239	3/10/2014	United States World	Pending
2009.601	RAPID MEASUREMENT OF VITAMIN D IN BLOOD ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND HUMAN IMMUNOGLOBULINS	Utility: PCT	PCT/US14/23825	3/11/2014	Intellectual Property Organization	Pending
2010.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND HUMAN IMMUNOGLOBULINS	Utility: Non-Provisional	14/209,991	3/13/2014	United States World	Pending
2010.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND HUMAN IMMUNOGLOBULINS	Utility: PCT	PCT/US14/29777	3/14/2014	Intellectual Property Organization	Pending
2011.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND FLU VIRUS NUCLEOPROTEINS	Utility: Non-Provisional	14/210,022	3/13/2014	United States World	Pending
2011.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND FLU VIRUS NUCLEOPROTEINS	Utility: PCT	PCT/US14/29797	3/14/2014	Intellectual Property Organization	Pending
2012.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND CD14	Utility: Non-Provisional	14/210,046	3/13/2014	United States World	Pending
2012.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND CD14	Utility: PCT	PCT/US14/29815	3/14/2014	Intellectual Property Organization	Pending
2013.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND B12	Utility: Non-Provisional	14/210,059	3/13/2014	United States World	Pending
2013.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND B12	Utility: PCT	PCT/US14/29834	3/14/2014	Intellectual Property Organization	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2014.201	SYSTEMS AND METHODS FOR MULTI-ANALYSIS Systems and Methods for Collecting and Transmitting Assay Results	Utility: Non- Provisional	13/769,779	2/18/2013	United States	Published
2016.201	Systems and Methods for Collecting and Transmitting Assay Results	Utility: Non- Provisional	13/769,798	2/18/2013	United States World	Published
2016.601	Systems and Methods for Collecting and Transmitting Assay Results	Utility: PCT	PCT/US14/16593	2/14/2014	Intellectual Property Organization	Pending
2017.202	SYSTEMS AND METHODS FOR MULTI-ANALYSIS SYSTEMS AND METHODS FOR FLUID AND COMPONENT HANDLING	Utility: Non- Provisional	13/769,820	2/18/2013	United States	Published
2017.203	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Non- Provisional	14/157,343	1/16/2014	United States	Pending
2017.204	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Non- Provisional	14/183,500	2/18/2014	United States	Pending
2017.205	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Non- Provisional	14/183,503	2/18/2014	United States World	Pending
2017.602	SYSTEMS AND METHODS FOR MULTI-ANALYSIS ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND FOLLICLE-STIMULATING HORMONE (FSH)	Utility: PCT	PCT/US14/16997	2/18/2014	Intellectual Property Organization	Pending
2018.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND FOLLICLE-STIMULATING HORMONE (FSH)	Utility: Non- Provisional	14/211,715	3/14/2014	United States World	Pending
2018.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND THYROID STIMULATING HORMONE (TSH)	Utility: PCT	PCT/US14/29975	3/15/2014	Intellectual Property Organization	Pending
2019.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND THYROID STIMULATING HORMONE (TSH)	Utility: Non- Provisional	14/211,772	3/14/2014	United States	Pending
2020.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND THYROXINE (T4)	Utility: Non- Provisional	14/211,823	3/14/2014	United States	Pending



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2020.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND THYROXINE (T4)	Utility: PCT	PCT/US14/29978	3/15/2014	World Intellectual Property Organization	Pending
2021.201	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND EMETINE	Utility: Non-Provisional	14/211,880	3/14/2014	United States	Pending
2021.202	ANTIBODIES AND ANTIBODY FRAGMENTS THAT BIND EMETINE	Utility: Non-Provisional	14/211,912	3/14/2014	United States	Pending
2021.601	ANTIBODIES AND ANTIBODY FRAGMENTS THAT SPECIFICALLY BIND EMETINE	Utility: PCT	PCT/US14/29981	3/15/2014	World Intellectual Property Organization	Pending
2022.201	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Continuation-in-Part	13/784,814	3/4/2013	United States	Published
2022.601	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: PCT	PCT/US14/20440	3/4/2014	World Intellectual Property Organization	Pending
2023.201	DEVICES, SYSTEMS AND METHODS FOR SAMPLE PREPARATION	Utility: Non-Provisional	14/203,436	3/10/2014	United States	Pending
2023.601	DEVICES, SYSTEMS AND METHODS FOR SAMPLE PREPARATION	Utility: PCT	PCT/US14/22847	3/10/2014	World Intellectual Property Organization	Pending
2024.102	METHODS AND DEVICES FOR SAMPLE COLLECTION AND SAMPLE SEPARATION	Utility: Provisional	61/948,542	3/5/2014	United States	Pending
2024.103	METHODS AND DEVICES FOR SAMPLE COLLECTION AND SAMPLE SEPARATION	Utility: Provisional	61/952,112	3/12/2014	United States	Pending
2024.201	METHODS AND DEVICES FOR SAMPLE COLLECTION AND SAMPLE SEPARATION	Utility: Non-Provisional	14/214,771	3/15/2014	United States	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2024.601	METHODS AND DEVICES FOR SAMPLE COLLECTION AND SAMPLE SEPARATION	Utility: PCT Utility: Non-Provisional	PCT/US14/30070	3/15/2014	World Intellectual Property Organization	Pending
2025.201	Nucleic Acid Amplification		14/214,848	3/15/2014	United States World Intellectual Property Organization	Pending
2025.601	NUCLEIC ACID AMPLIFICATION	Utility: PCT Utility:	PCT/US14/30028	3/15/2014	Organization	Pending
2026.102	Nucleic Acid Amplification	Provisional Utility:	61/908,027	11/22/2013	United States	Pending
2026.103	Nucleic Acid Amplification	Provisional Utility: Non-Provisional	62/001,050	5/20/2014	United States	Pending
2026.201	Nucleic Acid Amplification	Provisional	14/214,850	3/15/2014	United States World Intellectual Property Organization	Pending
2026.601	Nucleic Acid Amplification	Utility: PCT Utility: Non-Provisional	PCT/US14/30034	3/15/2014	Organization	Pending
2028.201	THERMOSTABLE BLUNT-END LIGASE AND METHODS OF USE		14/214,834	3/15/2014	United States World Intellectual Property Organization	Pending
2028.601	THERMOSTABLE BLUNT-END LIGASE AND METHODS OF USE	Utility: PCT Utility: Non-Provisional	PCT/US14/30003	3/15/2014	Organization	Pending
2029.204	MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF	Utility: Non-Provisional Utility: Non-Provisional	13/889,674	5/8/2013	United States	Allowed
2029.205	MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF	Provisional Utility: Non-Provisional	13/893,258	5/13/2013	United States	Published
2029.206	MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF	Utility: Non-Provisional	13/916,553	6/12/2013	United States	Issued



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
2030.201	FEMTOWATT NON-VACUUM TUBE DETECTOR ASSEMBLY	Utility: Non-Provisional	14/214,602	3/14/2014	United States	Pending
2030.601	FEMTOWATT NON-VACUUM TUBE DETECTOR ASSEMBLY	Utility: PCT	PCT/US14/30823	3/17/2014	World Intellectual Property Organization	Pending
2031.201	Nucleic Acid Amplification	Utility: Non-Provisional	14/214,854	3/15/2014	United States	Pending
2031.601	NUCLEIC ACID AMPLIFICATION SYSTEMS, DEVICES, AND METHODS FOR INTEGRATED PATIENT SERVICE CENTER	Utility: PCT	PCT/US14/30036	3/15/2014	World Intellectual Property Organization	Pending
2032.201	METHODS FOR OBTAINING BLOOD FROM A SUBJECT	Utility: Non-Provisional	14/214,599	3/14/2014	United States	Pending
3000.102	METHODS FOR OBTAINING BLOOD FROM A SUBJECT	Utility: Non-Provisional	61/874,893	9/6/2013	United States	Pending
3000.201	METHODS, DEVICES, AND SYSTEMS FOR SAMPLE ANALYSIS	Utility: Non-Provisional	14/220,013	3/19/2014	United States	Pending
3001.102	METHODS, DEVICES, AND SYSTEMS FOR SAMPLE ANALYSIS	Utility: PCT	62/011,016	6/11/2014	United States	Pending
3001.601	METHODS, DEVICES, AND SYSTEMS FOR SAMPLE ANALYSIS	Utility: PCT	PCT/US14/32071	3/27/2014	World Intellectual Property Organization	Pending
3002.601	BIOLOGICAL SAMPLE PROCESSING Methods, Devices and Systems for Secure Transport of Materials	Utility: PCT	PCT/US14/32092	3/27/2014	World Intellectual Property Organization	Pending
3004.102	Methods, Devices and Systems for Secure Transport of Materials	Utility: Non-Provisional	61/864,505	8/9/2013	United States	Pending
3004.201	Methods, Devices and Systems for Secure Transport of Materials	Utility: Non-Provisional	14/259,105	4/22/2014	United States	Pending

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<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
3004.601	METHODS, DEVICES, AND SYSTEMS FOR SECURE TRANSPORT OF MATERIALS	Utility: PCT	PCT/US14/35050	4/22/2014	World Intellectual Property Organization	Pending
3005.101	Methods for Improving Assays of Biological Samples	Utility:	61/858,589	7/25/2013	United States	Pending
3005.102	METHODS FOR IMPROVING ASSAYS OF BIOLOGICAL SAMPLES	Utility:	61/903,346	11/12/2013	United States	Pending
3006.201	Antibodies and Antibody Fragments That Specifically Bind C-Reactive Protein	Utility: Non-Provisional	14/292,582	5/30/2014	United States	Pending
3007.201	Antibodies and Antibody Fragments that Specifically Bind Triiodothyronine (T3)	Utility: Non-Provisional	14/295,152	6/3/2014	United States	Pending
3008.201	Devices, Systems, and Methods for Cell Analysis in Microgravity	Utility: Non-Provisional	14/309,689	6/19/2014	United States	Pending
3009.201	METHODS AND DEVICES FOR SMALL VOLUME LIQUID CONTAINMENT	Utility: Non-Provisional	14/309,877	6/19/2014	United States	Pending
3010.201	METHODS AND DEVICES FOR SAMPLE ANALYSIS SYSTEMS AND METHODS FOR A DISTRIBUTED CLINICAL LABORATORY	Utility: Non-Provisional	14/309,888	6/19/2014	United States	Pending
3011.101	SYSTEMS and METHODS for DETECTING INFECTIOUS DISEASES	Utility:	61/858,604	7/25/2013	United States	Pending
3012.101	SYSTEMS and METHODS for DETECTING INFECTIOUS DISEASES	Utility:	61/874,976	9/6/2013	United States	Pending
3012.102	Systems and Methods for Detecting Infectious Diseases	Utility:	61/885,462	10/1/2013	United States	Pending
3012.103	Systems and Methods for Detecting infectious diseases	Utility:	62/001,039	5/20/2014	United States	Pending
3012.104	Systems and Methods for Detecting Infectious Diseases	Utility:	62/001,053	5/21/2014	United States	Pending
3012.105	DEVICES, METHODS AND SYSTEMS FOR REDUCING SAMPLE VOLUME	Utility:	62/010,382	6/10/2014	United States	Pending
3013.101	REDUCING SAMPLE VOLUME	Utility:	61/875,678	9/9/2013	United States	Pending



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
3013.102	Devices, Methods and Systems for Reducing Sample Volume	Utility: Provisional	61/888,318	10/8/2013	United States	Pending
3014.101	Methods, Devices, and Systems Having Multiple Passwords	Utility: Provisional	61/877,560	9/13/2013	United States	Pending
3015.101	SYSTEMS AND METHODS FOR APPOINTMENT SCHEDULING AND CHECK IN	Utility: Provisional	61/875,108	9/8/2013	United States	Pending
3015.102	SYSTEMS AND METHODS FOR APPOINTMENT SCHEDULING AND CHECK IN	Utility: Provisional	61/899,869	11/4/2013	United States	Pending
3015.103	SYSTEMS AND METHODS FOR APPOINTMENT SCHEDULING AND CHECK IN	Utility: Provisional	61/900,985	11/6/2013	United States	Pending
3015.104	SYSTEMS AND METHODS FOR APPOINTMENT SCHEDULING AND CHECK IN	Utility: Provisional	62/001,542	5/21/2014	United States	Pending
3016.101	SYSTEMS AND METHODS FOR LABORATORY TESTING AND RESULTS MANAGEMENT	Utility: Provisional	61/874,983	9/6/2013	United States	Pending
3016.102	SYSTEMS AND METHODS FOR LABORATORY TESTING AND RESULT MANAGEMENT	Utility: Provisional	62/010,421	6/10/2014	United States	Pending
3016.201	SYSTEMS AND METHODS FOR LABORATORY TESTING AND RESULT MANAGEMENT	Utility: Non- Provisional	14/020,785	9/6/2013	United States	Pending
3018.101	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE TRANSPORT	Utility: Provisional	61/875,030	9/7/2013	United States	Pending
3019.101	Methods and Systems for Obtaining Clinical Samples	Utility: Provisional	61/875,092	9/8/2013	United States	Pending
3019.102	METHODS AND SYSTEMS FOR OBTAINING CLINICAL SAMPLES	Utility: Provisional	61/894,166	10/22/2013	United States	Pending
3020.101	Systems, devices, and methods for integrated patient service center	Utility: Provisional	61/959,958	9/6/2013	United States	Pending
3021.101	SYSTEMS AND METHODS FOR ANALYTE TESTING AND DATA MANAGEMENT	Utility: Provisional	61/875,033	9/7/2013	United States	Pending
3021.102	SYSTEMS AND METHODS FOR ANALYTE TESTING AND DATA MANAGEMENT	Utility: Provisional	61/875,687	9/9/2013	United States	Pending
3022.101	SYSTEMS, DEVICES, AND METHODS FOR BODILY FLUID SAMPLE TRANSPORT	Utility: Provisional	61/875,107	9/8/2013	United States	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
3023.101	SYSTEMS AND METHODS FOR ANALYTE TESTING AND LABORATORY OVERSIGHT	Utility: Provisional	61/879,671	9/18/2013	United States	Pending
3023.102	SYSTEMS AND METHODS FOR ANALYTE TESTING AND LABORATORY OVERSIGHT	Utility: Provisional	61/879,667	9/18/2013	United States	Pending
3023.103	SYSTEMS AND METHODS FOR ANALYTE TESTING AND LABORATORY OVERSIGHT	Utility: Provisional	61/882,624	9/25/2013	United States	Pending
3023.104	SYSTEMS AND METHODS FOR SAMPLE HANDLING	Utility: Provisional	61/944,567	2/25/2014	United States	Pending
3024.101	DEVICES, SYSTEMS, METHODS, AND KITS FOR RECEIVING A SWAB	Utility: Provisional	61/879,664	9/18/2013	United States	Pending
3024.102	DEVICES, SYSTEMS, METHODS AND KITS FOR RECEIVING A SWAB	Utility: Provisional	61/885,467	10/1/2013	United States	Pending
3025.101	Methods and Systems for Obtaining Clinical Samples	Utility: Provisional	61/890,870	10/14/2013	United States	Pending
3026.101	SYSTEMS AND METHODS FOR ORDERING LABORATORY TESTS AND PROVIDING RESULTS THEREOF	Utility: Provisional	61/895,239	10/24/2013	United States	Pending
3027.101	METHODS AND SYSTEMS FOR A SAMPLE COLLECTION DEVICE WITH A NOVELTY EXTERIOR	Utility: Provisional	61/902,777	11/11/2013	United States	Pending
3028.101	Preventive Medicine and Optimizing Health	Utility: Provisional	62/004,134	5/28/2014	United States	Pending
3029.101	Methods for Analysis of Small Samples	Utility: Provisional	61/993,566	5/15/2014	United States	Pending
3030.101	UNIFIED DETECTION SYSTEM FOR FLUOROMETRY, LUMINOMETRY AND SPECTROMETRY	Utility: Provisional	61/930,357	1/22/2014	United States	Pending
3031.101	SYSTEMS, DEVICES, AND METHODS FOR SAMPLE INTEGRITY VERIFICATION	Utility: Provisional	61/944,557	2/25/2014	United States	Pending
3032.101	Nucleic Acid Amplification	Utility: Provisional	62/001,032	5/20/2014	United States	Pending
3032.102	Nucleic Acid Amplification	Utility: Provisional	62/001,042	5/20/2014	United States	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
	Devices and Methods for use with a Sample Container	Utility:				
3033.101		Provisional	62/011,572	6/13/2014	United States	Pending
30696-704.201	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Non-Provisional	10/937,872	9/10/2004	United States	Issued
30696-704.301	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Non-Provisional	13/049,813	3/16/2011	United States	Published
30696-704.401	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Non-Provisional	11/202,206	8/12/2005	United States	Issued
30696-704.402	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Non-Provisional	11/202,231	8/12/2005	United States	Issued
30696-704.611	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	European Patent Office	Issued
30696-704.612	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	10179887.4	9/10/2004	European Patent Office	Pending
30696-704.621	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Germany	Issued
30696-704.631	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	France	Issued
30696-704.641	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	United Kingdom	Issued
30696-704.650	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Austria	Issued
30696-704.651	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Belgium	Issued
30696-704.653	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Switzerland	Issued
30696-704.654	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Cyprus	Issued
30696-704.656	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Denmark	Issued
30696-704.658	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Spain	Issued

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-704.659	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Finland	Issued
30696-704.660	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Greece	Issued
30696-704.661	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Hungary	Issued
30696-704.662	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Ireland	Issued
30696-704.663	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Italy	Issued
30696-704.664	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Luxembourg	Issued
30696-704.665	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Monaco	Issued
30696-704.666	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Netherlands	Issued
30696-704.667	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Portugal	Issued
30696-704.669	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Sweden	Issued
30696-704.672	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Turkey	Issued
30696-704.681	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	2004272062	9/10/2004	Australia	Issued
30696-704.682	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	2010241506	9/10/2004	Australia	Issued
30696-704.683	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	2012213965	9/10/2004	Australia	Pending
30696-704.701	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	2,538,038	9/10/2004	Canada	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-704.702	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign Divisional	2,852,974	5/30/2014	Canada	Pending
30696-704.711	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	CN 0480030548.5	9/10/2004	China	Issued
30696-704.731	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	174103	9/10/2004	Israel	Issued
30696-704.741	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	1291/DELNP/06	9/10/2004	India	Issued
30696-704.742	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	7135/DELNP/09	9/10/2004	India	Pending
30696-704.761	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	2006-526288	9/10/2004	Japan	Issued
30696-704.762	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	2010-96515	9/10/2004	Japan	Issued
30696-704.763	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	2012-179402	9/10/2004	Japan	Published
30696-704.764	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	2014-092245	4/28/2014	Japan	Pending
30696-704.771	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	10-06-7006816	9/10/2004	Republic of Korea	Issued
30696-704.772	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	10-2012-7008407	9/10/2004	Republic of Korea	Issued
30696-704.773	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	10-2012-7022103	9/10/2004	Republic of Korea	Pending
30696-704.774	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	10-2012-7032495	9/10/2004	Republic of Korea	Pending
30696-704.775	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Divisional	10-2013-7032653	12/9/2013	Republic of Korea	Pending
30696-704.791	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	546432	9/10/2004	New Zealand	Issued

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-704.792	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	580449	9/10/2004	New Zealand	Issued
30696-704.891	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	HK 11110543.8	9/10/2004	Hong Kong	Pending
30696-704.941	MEDICAL DEVICE FOR ANALYTE MONITORING AND DRUG DELIVERY	Utility: Foreign	0 478 8658.5	9/10/2004	Poland	Issued
30696-707.201	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Non-Provisional	11/389,409	3/24/2006	United States	Issued
30696-707.301	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Non-Provisional	12/576,197	10/8/2009	United States	Issued
30696-707.305	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Continuation	13/647,325	10/8/2012	United States	Published
30696-707.306	Systems and Methods for Analyzing Bodily Fluids	Utility: Continuation	13/896,171	5/16/2013	United States	Pending
30696-707.611	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	6748733	3/24/2006	European Patent Office	Published
30696-707.681	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	2006244617	3/24/2006	Australia	Issued
30696-707.682	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Divisional	2013201509	3/24/2006	Australia	Pending
30696-707.701	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	2610294	3/24/2006	Canada	Pending
30696-707.711	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	200680024658.X	3/24/2006	China	Published
30696-707.731	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	187272	3/24/2006	Israel	Pending
30696-707.732	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Divisional	232544	5/11/2014	Israel	Pending
30696-707.741	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	9452/DELNP/07	3/24/2006	India	Published
30696-707.761	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility: Foreign	2008-511111	3/24/2006	Japan	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-707.762	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	2012-81306	3/24/2006	Japan	Pending
30696-707.763	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Divisional	2012-238759	3/24/2006	Japan	Pending
30696-707.771	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Foreign	2007-7028881	3/24/2006	Republic of Korea	Allowed
30696-707.772	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	10-2011-7006832	12/10/2007	Republic of Korea	Pending
30696-707.773	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	10-2013-7005225	3/24/2006	Republic of Korea	Allowed
30696-707.7731	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Foreign	10-2013-7027526	3/24/2006	Republic of Korea	Allowed
30696-707.781	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Divisional	10-2013-7027526	3/24/2006	Republic of Korea	Pending
30696-707.782	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	a/2007/013985	3/24/2006	Mexico	Issued
30696-707.783	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	a/2013/001275	3/24/2006	Mexico	Allowed
30696-707.791	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Divisional	a/2013/001320	3/24/2006	Mexico	Pending
30696-707.792	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Provisional	a/2013/001320	3/24/2006	Mexico	Pending
30696-707.793	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	564141	3/24/2006	New Zealand	Issued
30696-707.794	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Foreign	590930	3/24/2006	New Zealand	Issued
30696-707.795	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	599522	3/24/2006	New Zealand	Issued
30696-707.796	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Foreign	603604	3/24/2006	New Zealand	Issued
30696-707.891	POINT-OF-CARE FLUIDIC SYSTEMS AND USES THEREOF	Utility:	603613	3/24/2006	New Zealand	Issued
		Foreign	620811	3/24/2006	New Zealand	Issued
		Divisional	620811	3/24/2006	New Zealand	Pending
		Utility:	10102788	3/24/2006	Hong Kong	Published
		Foreign	10102788	3/24/2006	Hong Kong	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-709.201	Systems and methods for improving medical treatments	Utility: Non-Provisional	11/388,415	3/24/2006	United States	Issued
30696-709.401	Systems and methods for improving medical treatments	Utility: Divisional	14/080,727	11/14/2013	United States	Pending
30696-710.201	Systems and methods for conducting animal studies	Utility: Non-Provisional	11/388,823	3/24/2006	United States	Allowed
30696-711.201	CALIBRATION OF FLUIDIC DEVICES	Utility: Non-Provisional	11/388,824	3/24/2006	United States	Issued
30696-711.301	CALIBRATION OF FLUIDIC DEVICES	Utility: Non-Provisional	12/986,954	1/7/2011	United States	Published
30696-712.301	Fluidic Medical Devices and Uses Thereof	Utility: Non-Provisional	12/625,430	11/24/2009	United States	Published
30696-713.201	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Non-Provisional	11/746,535	5/9/2007	United States	Issued
30696-713.301	Real-Time Detection of Influenza Virus	Utility: Non-Provisional	13/187,960	7/21/2011	United States	Issued
30696-713.611	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	European Patent Office	Issued
30696-713.612	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	11180769.6	5/10/2007	European Patent Office	Issued
30696-713.613	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	14 174846.7	6/27/2014	European Patent Office	Pending
30696-713.621	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Divisional	7762092	5/10/2007	Germany	Issued
30696-713.631	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	France	Issued
30696-713.641	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	United Kingdom	Issued
30696-713.651	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Belgium	Issued



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-713.653	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Switzerland	Issued
30696-713.656	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Denmark	Issued
30696-713.658	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Spain	Issued
30696-713.662	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Ireland	Issued
30696-713.663	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Italy	Issued
30696-713.664	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Luxembourg	Issued
30696-713.666	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Netherlands	Issued
30696-713.669	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Sweden	Issued
30696-713.672	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	7762092	5/10/2007	Turkey	Issued
30696-713.681	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2007249334	5/10/2007	Australia	Issued
30696-713.682	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Divisional	2013270537	12/12/2013	Australia	Pending
30696-713.701	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2650455	5/10/2007	Canada	Pending
30696-713.711	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	780016504	5/10/2007	China	Issued
30696-713.712	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2.01E+11	5/10/2007	China	Published
30696-713.712- HK	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	13114296.7	12/26/2013	Hong Kong	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-713.731	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	195108	5/10/2007	Israel	Issued
30696-713.741	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	9081/DELNP/08	5/10/2007	India	Published
30696-713.761	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2009-510174	5/10/2007	Japan	Issued
30696-713.762	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2011-237908	5/10/2007	Japan	Allowed
30696-713.763	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Divisional	2013-247236	5/10/2007	Japan	Published
30696-713.771	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	2008-7028354	5/10/2007	Republic of Korea	Allowed
30696-713.772	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Divisional	10-2013-7033688	12/18/2013	Republic of Korea	Pending
30696-713.773	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	10-2014-7017496	6/25/2014	Republic of Korea	Pending
30696-713.781	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	a/2008/014224	5/10/2007	Mexico	Issued
30696-713.782	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Divisional	MX/a/2012/003367	5/10/2007	Mexico	Allowed
30696-713.783	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Continuation	MX/a/2014/008154	7/2/2014	Mexico	Pending
30696-713.791	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	572480	5/10/2007	New Zealand	Issued
30696-713.891	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	9104140.2	5/10/2007	Hong Kong	Issued
30696-713.892	REAL-TIME DETECTION OF INFLUENZA VIRUS	Utility: Foreign	12109767.8	5/10/2007	Hong Kong	Published
30696-715.201	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Non-Provisional	11/549,558	10/13/2006	United States	Issued

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-715.301	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Non-Provisional	11/685,615	3/13/2007	United States	Issued
30696-715.302	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Non-Provisional	13/188,288	7/21/2011	United States	Issued
30696-715.303	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Continuation Utility:	13/915,362	6/11/2013	United States	Published
30696-715.611	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	7868405.7	10/10/2007	European Patent Office	Published
30696-715.612	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Divisional	13161756.5	10/10/2007	European Patent Office	Published
30696-715.681	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2007324129	10/10/2007	Australia	Issued
30696-715.682	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Divisional	2013267006	12/4/2013	Australia	Pending
30696-715.701	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2666338	10/10/2007	Canada	Pending
30696-715.711	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2.01E+11	10/10/2007	China	Published
30696-715.731	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	198113	10/10/2007	Israel	Allowed
30696-715.7311	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Divisional	227945	10/10/2007	Israel	Allowed
30696-715.741	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2233/DELNP/09	10/10/2007	India	Published
30696-715.761	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2009-532550	10/10/2007	Japan	Issued
30696-715.762	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2013-37058	10/10/2007	Japan	Pending
30696-715.763	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign Divisional	2014-121153	6/12/2014	Japan	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-715.771	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	2009-7009660	10/10/2007	Republic of Korea	Pending
30696-715.772	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Divisional	10-2014-7007309	3/19/2014	Republic of Korea	Pending
30696-715.781	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	a/2009/003572	10/10/2007	Mexico	Issued
30696-715.782	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	a/2012/009292	10/10/2007	Mexico	Pending
30696-715.791	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	576116	10/10/2007	New Zealand	Issued
30696-715.792	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	600177	10/10/2007	New Zealand	Issued
30696-715.7921	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Divisional	616116	10/10/2007	New Zealand	Pending
30696-715.891	REDUCING OPTICAL INTERFERENCE IN A FLUIDIC DEVICE	Utility: Foreign	9111657.2	10/10/2007	Hong Kong	Published
30696-720.301	DETECTION AND QUANTIFICATION OF ANALYTES IN BODILY FLUIDS	Utility: Continuation	12/750,518	3/30/2010	United States	Issued
30696-722.501	Systems and Methods of Sample Processing and Fluid Control in a Fluidic System	Utility: Non-Provisional	11/554,509	10/30/2006	United States	Issued
30696-725.301	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Non-Provisional	13/609,144	9/10/2012	United States	Issued
30696-725.302	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Continuation	14/011,730	8/27/2013	United States	Published
30696-725.401	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Non-Provisional	13/244,762	9/26/2011	United States	Issued
30696-725.611	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	09 723974.3	3/26/2009	European Patent Office	Published
30696-725.681	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2009228145	3/26/2009	Australia	Issued
30696-725.6811	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	2013231105	3/26/2009	Australia	Pending



<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-725.691	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	PI 0910608-1	3/26/2009	Brazil	Pending
30696-725.701	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2,719,625	3/26/2009	Canada	Pending
30696-725.711	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2.01E+11	3/26/2009	China	Published
30696-725.731	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	208323	3/26/2009	Israel	Pending
30696-725.741	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	6605/CHENP/10	3/26/2009	India	Published
30696-725.761	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2011-502079	3/26/2009	Japan	Issued
30696-725.762	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	2014-38435	2/28/2014	Japan	Pending
30696-725.771	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2010-7023945	3/26/2009	Republic of Korea	Pending
30696-725.781	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	a/2010/010400	3/26/2009	Mexico	Pending
30696-725.782	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	MX/a/2014/000377	1/9/2014	Mexico	Pending
30696-725.791	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	588741	3/26/2009	New Zealand	Allowed
30696-725.7911	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	614566	3/26/2009	New Zealand	Pending
30696-725.811	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2010143465	3/26/2009	Russian Federation	Pending
30696-725.821	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	2010006966-4	3/26/2009	Singapore	Issued
30696-725.822	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	201109703-7	3/26/2009	Singapore	Pending
30696-725.823	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	201109708-6	3/26/2009	Singapore	Pending

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<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-725.824	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Divisional	201109710-2	3/26/2009	Singapore	Pending
30696-725.891	METHODS AND SYSTEMS FOR ASSESSING CLINICAL OUTCOMES	Utility: Foreign	11111057.4	3/26/2009	Hong Kong	Pending
30696-726.201	SYSTEMS AND METHODS OF FLUIDIC SAMPLE PROCESSING	Utility: Non-Provisional	12/221,816	8/6/2008	United States	Issued
30696-726.301	SYSTEMS AND METHODS OF FLUIDIC SAMPLE PROCESSING	Utility: Non-Provisional	13/436,568	3/30/2012	United States	Published
30696-727.201	MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF	Utility: Non-Provisional	12/244,723	10/2/2008	United States	Issued
30696-727.301	MODULAR POINT-OF-CARE DEVICES, SYSTEMS, AND USES THEREOF	Utility: Non-Provisional	13/326,023	12/14/2011	United States	Published
30696-727.611	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	8836072.2	10/2/2008	European Patent Office	Issued
30696-727.612	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	13178059.5	10/2/2008	European Patent Office	Published
30696-727.621	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Germany	Issued
30696-727.631	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	France	Issued
30696-727.641	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	United Kingdom	Issued
30696-727.653	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Switzerland	Issued
30696-727.656	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Denmark	Issued
30696-727.658	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Spain	Issued
30696-727.662	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Ireland	Issued

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-727.663	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Italy	Issued
30696-727.666	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Netherlands	Issued
30696-727.669	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign		10/2/2008	Sweden	Issued
30696-727.681	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	2008308686	10/2/2008	Australia	Pending
30696-727.682	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	2013205047	10/2/2008	Australia	Pending
30696-727.683	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	2013205052	10/2/2008	Australia	Pending
30696-727.691	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	PI 0820328-8	10/2/2008	Brazil	Pending
30696-727.701	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	2701794	10/2/2008	Canada	Allowed
30696-727.711	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	880118646.2	10/2/2008	China	Allowed
30696-727.712	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign				
30696-727.731	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	201310170188.X	10/2/2008	China	Pending
30696-727.7311	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	204877	10/2/2008	Israel	Allowed
30696-727.7312	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	223603	10/2/2008	Israel	Pending
30696-727.7312	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	223604	10/2/2008	Israel	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-727.732	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	223599	10/2/2008	Israel	Pending
30696-727.733	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	223600	10/2/2008	Israel	Pending
30696-727.734	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	223601	10/2/2008	Israel	Pending
30696-727.735	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	223602	10/2/2008	Israel	Pending
30696-727.741	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	3055/DELNP/10	10/2/2008	India	Pending
30696-727.761	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	2010-528139	10/2/2008	Japan	Issued
30696-727.762	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	2013-88250	10/2/2008	Japan	Pending
30696-727.763	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	2014-138289	7/4/2014	Japan	Pending
30696-727.771	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	2010-7009627	10/2/2008	Republic of Korea	Pending
30696-727.7711	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign Divisional	10-2013-7025985	10/2/2008	Republic of Korea	Pending
30696-727.781	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	a/2010/003578	10/2/2008	Mexico	Issued
30696-727.782	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility: Foreign	a/2012/004302	10/2/2008	Mexico	Issued

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-727.7821	UTILITY: MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Utility:				
30696-727.791	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	a/2013/012110	10/2/2008	Mexico	Pending
30696-727.811	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	584963	10/2/2008	New Zealand Russian Federation	Issued
30696-727.812	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	2010117267	10/2/2008	Russian Federation	Pending
30696-727.821	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	2013127796	10/2/2008	Russian Federation	Pending
30696-727.822	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	201002319-0	10/2/2008	Singapore	Issued
30696-727.891	FOREIGN DIVISIONAL MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF	Foreign Divisional Utility:	201300584-8	10/2/2008	Singapore	Pending
30696-732.201	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	11104252.2	10/2/2008	Hong Kong	Pending
30696-732.611	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	12/906,975	10/18/2010	United States European Patent Office	Allowed
30696-732.681	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	EP10825481.4	10/18/2010	Patent Office	Pending
30696-732.691	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	2010308329	10/18/2010	Australia	Pending
30696-732.701	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	11 2012 009196-4	10/18/2010	Brazil	Pending
30696-732.711	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	2,778,270	10/18/2010	Canada	Pending
30696-732.731	FOREIGN DIVISIONAL INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Foreign Divisional Utility:	CN 201080057878.9	10/18/2010	China	Pending
			219324	10/18/2010	Israel	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-732.741	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	4056/DELNP/2012	10/18/2010	India	Pending
30696-732.761	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	2012-53283	10/18/2010	Japan	Pending
30696-732.771	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	10-2012-7013027	10/18/2010	Republic of Korea	Pending
30696-732.781	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	MX/a/2012/004620	10/18/2010	Mexico	Pending
30696-732.791	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	599873	10/18/2010	New Zealand	Pending
30696-732.792	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	624935	5/13/2014	New Zealand	Pending
30696-732.811	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Divisional Utility: Foreign	201202826-2	10/18/2010	Russian Federation	Pending
30696-732.821	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	201202826-2	10/18/2010	Singapore	Pending
30696-732.861	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	1201001761	10/18/2010	Thailand	Pending
30696-732.891	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	13103965	10/18/2010	Hong Kong	Pending
30696-732.911	INTEGRATED HEALTH DATA CAPTURE AND ANALYSIS SYSTEM	Utility: Foreign	PI2012001739	10/18/2010	Malaysia	Pending
30696-733.201	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Non-Provisional Utility: Foreign	13/355,458	1/20/2012	United States	Published
30696-733.611	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	12 737013.8	1/20/2012	European Patent Office	Published
30696-733.631	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	227579	1/20/2012	Israel	Pending
30696-733.681	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2012207090	1/20/2012	Australia	Pending
30696-733.682	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Divisional	2013205019	1/20/2012	Australia	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-733.683	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Divisional	2013205020	1/20/2012	Australia	Pending
30696-733.691	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	BR 1.1 2013 018656-9	1/20/2012	Brazil	Pending
30696-733.701	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2825196	1/20/2012	Canada	Pending
30696-733.711	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2.01E+11	1/20/2012	China	Published
30696-733.731	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	227579	1/20/2012	Israel	Published
30696-733.741	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	6402/DELNP/2013	1/20/2012	India	Pending
30696-733.761	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2013-550651	1/20/2012	Japan	Published
30696-733.771	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	10-2013-7021727	1/20/2012	Republic of Korea	Pending
30696-733.781	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	MX/a/2013/008339	1/20/2012	Mexico	Pending
30696-733.791	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	613457	1/20/2012	New Zealand	Pending
30696-733.811	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2013137661	1/20/2012	Russian Federation	Pending
30696-733.821	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	201305560-3	1/20/2012	Singapore	Pending
30696-733.841	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	2013/05478	1/20/2012	South Africa Taiwan,	Pending
30696-733.851	Systems and Methods for Sample Use Maximization	Utility: Foreign	101102769	1/20/2012	Province of China	Pending
30696-733.871	Systems and Methods for Sample Use Maximization	Utility: Foreign	20120100204	1/20/2012	Argentina	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-733.891	SYSTEMS AND METHODS FOR SAMPLE USE MAXIMIZATION	Utility: Foreign	14105512.2	6/11/2014	Hong Kong	Pending
30696-737.201	DRUG MONITORING AND REGULATION SYSTEMS AND METHODS	Utility: Non-Provisional	14/059,173	10/21/2013	United States World	Published
30696-737.601	DRUG MONITORING AND REGULATION SYSTEMS AND METHODS	Utility: PCT	PCT/US13/66238	10/22/2013	Intellectual Property Organization	Published
30696-738.201	METHODS FOR DETECTING AND MEASURING AGGREGATION	Utility: Non-Provisional	13/944,857	7/17/2013	United States World	Published
30696-738.601	METHODS FOR DETECTING AND MEASURING AGGREGATION	Utility: PCT	PCT/US13/51165	7/18/2013	Intellectual Property Organization	Published
30696-740.301	SYSTEMS AND METHODS FOR FLUID HANDLING	Continuation	13/933,035	7/1/2013	United States	Published
30696-740.501	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Non-Provisional	13/244,947	9/26/2011	United States	Issued
30696-740.502	Systems and methods for multi-purpose analysis	Utility: Non-Provisional	13/244,949	9/26/2011	United States	Published
30696-740.503	SYSTEMS AND METHODS FOR DIAGNOSIS OR TREATMENT	Utility: Non-Provisional	13/244,956	9/26/2011	United States	Published
30696-740.504	SYSTEMS AND METHODS FOR FLUID HANDLING	Utility: Non-Provisional	13/244,952	9/26/2011	United States	Issued
30696-740.505	FLUID HANDLING APPARATUS AND CONFIGURATIONS	Utility: Non-Provisional	13/244,950	9/26/2011	United States	Published
30696-740.507	CENTRIFUGE CONFIGURATIONS	Utility: Non-Provisional	13/244,954	9/26/2011	United States World	Published
30696-740.601	SYSTEMS AND METHODS FOR MULTI-PURPOSE ANALYSIS	Utility: PCT	PCT/US11/53188	9/25/2011	Intellectual Property Organization	Published

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-740.602	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: PCT	PCT/US12/57155	9/25/2012	World	Published
30696-740.681	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Foreign	2012318963	9/25/2012	Intellectual Property Organization	Published
30696-740.682	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Divisional	2013205132	9/25/2012	Australia	Pending
30696-740.683	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Divisional	2013205139	9/25/2012	Australia	Pending
30696-740.684	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Divisional	2013205142	9/25/2012	Australia	Pending
30696-740.851	Systems and Methods for Multi-Analysis	Utility: Foreign	101135220	9/25/2012	Taiwan, Province of	Pending
30696-740.871	SYSTEMS AND METHODS FOR MULTI-PURPOSE ANALYSIS	Utility: Foreign	20120103532	9/25/2012	China	Pending
30696-741.201	METHODS AND SYSTEMS FOR FACILITATING NETWORK CONNECTIVITY	Utility: Non-Provisional	13/244,836	9/25/2012	Argentina	Pending
30696-741.301	Methods and Systems for Network Connectivity	Utility: Non-Provisional	13/764,642	9/26/2011	United States	Issued
30696-741.601	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: PCT	PCT/US12/57093	2/11/2013	United States	Published
30696-741.681	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign	2012316309	9/25/2012	World	Published
30696-741.682	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Divisional	2013204914	9/25/2012	Intellectual Property Organization	Published
30696-741.851	METHODS AND SYSTEMS FOR FACILITATING NETWORK CONNECTIVITY	Utility: Foreign	101135417	9/25/2012	Australia	Pending
					Australia, Taiwan, Province of	Pending
					China	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
30696-743.301	SYSTEMS AND METHODS FOR COLLECTING AND TRANSMITTING ASSAY RESULTS	Utility: Non-Provisional	13/768,748	2/15/2013	United States	Published
30696-743.501	SYSTEMS AND METHODS FOR COLLECTING AND TRANSMITTING ASSAY RESULTS	Utility: Non-Provisional	13/244,946	9/26/2011	United States World	Issued
30696-743.601	SYSTEMS AND METHODS FOR COLLECTING AND TRANSMITTING ASSAY RESULTS	Utility: PCT	PCT/US11/53189	9/25/2011	Intellectual Property Organization	Published
30696-745.201	ASSISTED MEDICAL AND ASSOCIATED LIFESTYLE DECISION MAKING	Utility: Non-Provisional	14/059,195	10/21/2013	United States World	Published
30696-745.601	ASSISTED MEDICAL AND ASSOCIATED LIFESTYLE DECISION MAKING	Utility: PCT	PCT/US13/65981	10/21/2013	Intellectual Property Organization	Published
30696-749.201	INFORMATION MANAGEMENT SYSTEMS AND METHODS USING A BIOLOGICAL SIGNATURE	Utility: Non-Provisional	14/019,946	9/6/2013	United States World	Published
30696-749.601	INFORMATION MANAGEMENT SYSTEMS AND METHODS USING A BIOLOGICAL SIGNATURE	Utility: PCT	PCT/US13/58450	9/6/2013	Intellectual Property Organization	Published
30696-751.201	LOW-VOLUME COAGULATION ASSAY	Utility: Non-Provisional	13/944,863	7/17/2013	United States World	Published
30696-751.601	LOW-VOLUME COAGULATION ASSAY	Utility: PCT	PCT/US2013/051162	7/18/2013	Intellectual Property Organization	Published
713.302	REAL-TIME DETECTION OF INFLUENZA VIRUS Detection and Quantification of Analytes in Bodily Fluids	Utility: Non-Provisional	14/155,150	1/14/2014	United States	Pending
720.302	Systems and Methods of Sample Processing and Fluid Control in a Fluidic System	Utility: Non-Provisional	14/285,562	5/22/2014	United States	Pending
722.502	Systems and Methods of Sample Processing and Fluid Control in a Fluidic System	Utility: Non-Provisional	14/270,618	5/6/2014	United States	Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
727.892	MODULAR POINT-OF-CARE DEVICES, AND USES THEREOF METHODS, SYSTEMS, AND DEVICES FOR REAL TIME EXECUTION AND OPTIMIZATION OF CONCURRENT TEST PROTOCOLS ON A SINGLE DEVICE	Utility: Non-Provisional	14103531.4	4/11/2014	Hong Kong	Published
739.201	METHODS, SYSTEMS, AND DEVICES FOR REAL TIME EXECUTION AND OPTIMIZATION OF CONCURRENT TEST PROTOCOLS ON A SINGLE DEVICE	Utility: Non-Provisional	14/181,486	2/14/2014	United States World	Pending
739.601		Utility: PCT Utility:	PCT/US14/16548	2/14/2014	Intellectual Property Organization	Pending
740.611	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	12 838242.1	3/20/2014	European Patent Office	Pending
740.691	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	BR11 2014 007073-3	3/25/2014	Brazil	Pending
740.701	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	2,849,104	3/18/2014	Canada	Pending
740.711	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	2.01E+11	5/23/2014	China	Pending
740.731	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	231639	3/20/2014	Israel	Pending
740.741	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	2197/DELNP/2014	3/22/2014	India	Pending
740.761	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Foreign Utility:	10-2014-7011324	3/24/2014	Japan Republic of Korea	Pending
740.771	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	MX/a/2014/002991	4/25/2014	Mexico	Pending
740.781	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	2014109864	3/13/2014	Russian Federation	Pending
740.811	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign Utility:	1.1201400832S	3/14/2014	Singapore	Pending
740.821	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Foreign		3/20/2014		Pending

<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
740.841	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Foreign	2014/02984	4/24/2014	South Africa	Pending
740.861	SYSTEMS AND METHODS FOR MULTI-ANALYSIS	Utility: Foreign	1401001625	3/25/2014	Thailand	Pending
741.611	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign	12836129.2	4/25/2014	European Patent Office	Pending
741.711	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign	2.01E+11	5/26/2014	China	Pending
741.741	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign	3282/DELNP/2014	4/23/2014	India	Pending
741.761	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign		3/26/2014	Japan	Pending
741.771	NETWORK CONNECTIVITY METHODS AND SYSTEMS	Utility: Foreign	10-2014-7011290	4/25/2014	Republic of Korea	Pending
D001.101	SAMPLE CONTAINER	Design	29/466,411	9/6/2013	United States	Pending
D001.102	SAMPLE CONTAINER	Design	29/466,412	9/6/2013	United States	Pending
D001.103	SAMPLE CONTAINER	Design	29/466,413	9/6/2013	United States	Pending
D001.104	SAMPLE CONTAINER	Design	29/466,415	9/6/2013	United States	Pending
D002.101	Blood Collection Device	Design	29/466,434	9/8/2013	United States	Pending
D002.102	Blood Collection Device	Design	29/466,435	9/8/2013	United States	Pending
D002.103	Blood Collection Device	Design	29/466,436	9/8/2013	United States	Pending
D002.104	Blood Collection Device	Design	29/466,437	9/8/2013	United States	Pending
D003.101	VENOUS BLOOD COLLECTION DEVICE	Design	29/466,438	9/8/2013	United States	Pending
D003.102	VENOUS BLOOD COLLECTION DEVICE	Design	29/466,439	9/8/2013	United States	Pending
D004.101	Shipping Container	Design	29/466,440	9/8/2013	United States	Pending
D004.102	SHIPPING CONTAINER	Design	29/466,441	9/8/2013	United States	Pending
D004.103	Shipping Container	Design	29/466,442	9/8/2013	United States	Pending
D004.104	Shipping Container	Design	29/466,443	9/8/2013	United States	Pending
D004.105	SHIPPING CONTAINER	Design	29/466,710	9/10/2013	United States	Pending
D004.106	SHIPPING CONTAINER	Design	29/466,739	9/11/2013	United States	Pending

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<u>Attorney Reference</u>	<u>Title</u>	<u>Type</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country</u>	<u>Status</u>
D005.101	FINGER WARMER	Design	29/467,883	9/24/2013	United States	Allowed
D006.103	NOVELTY BLOOD COLLECTION DEVICE	Design	29/466,709	9/10/2013	United States	Pending

**Trademark
Summary**

Trademark Status Report (by mark)

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
ASYMMETRICAL Shape Logo	Brazil	10	10/24/2012	840308965			Abandoned
ASYMMETRICAL Shape Logo	Brazil	44	10/24/2012	840308949			Abandoned
ASYMMETRICAL Shape Logo	Canada	10; 44	10/24/2012	1599491			Abandoned
ASYMMETRICAL Shape Logo	China	10	10/24/2012	11645674			Abandoned
ASYMMETRICAL Shape Logo	China	44	10/24/2012	11645678			Abandoned
ASYMMETRICAL Shape Logo	European Union	10; 42; 44	10/24/2012	011291929	3/22/2013	011291929	Registered - DNR
ASYMMETRICAL Shape Logo	India	10; 44	10/26/2012	2417754			Abandoned
ASYMMETRICAL Shape Logo	Japan	10; 44	10/24/2012	2012086261	11/15/2013	5629827	Registered - DNR
ASYMMETRICAL Shape Logo	Russia	10; 44	10/24/2012	2012736946	12/9/2013	501675	Registered - DNR
ASYMMETRICAL SHAPE Logo	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	4/24/2012	85606355			Abandoned
BASELINE FOR LIFE	United States	09; 42; 44	9/24/2012	85736815			Published
BASELINE OF LIFE	Canada	09; 10; 42; 44	9/27/2013	1645660			Pending
BASELINE OF LIFE	China	09	9/27/2013	13296679			Pending
BASELINE OF LIFE	China	44	9/27/2013	13296678			Pending
BASELINE OF LIFE	European Union	09; 42; 44	9/27/2013	012180121	2/19/2014	012180121	Registered
BASELINE OF LIFE	India	09; 44	9/27/2013	2603414			Pending
BASELINE OF LIFE	Japan	09; 44	9/26/2013	201375216			Pending
BASELINE OF LIFE	Mexico	09	9/26/2013	1416943	1/15/2014	1426576	Registered

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
BASELINE OF LIFE	Mexico	44	9/26/2013	1416944			Pending
BASELINE OF LIFE	United States	09; 10; 42; 44	3/27/2013	85888176			Published
DASHBOARD FOR LIFE	Brazil	09	10/24/2012	840308990			Published
DASHBOARD FOR LIFE	Canada	09	10/24/2012	1599510			Pending
DASHBOARD FOR LIFE	China	09	10/24/2012	11645671			Published
DASHBOARD FOR LIFE	European Union	09; 42; 44	10/24/2012	011291895	3/22/2013	011291895	Registered
DASHBOARD FOR LIFE	India	09	10/26/2012	2417752			Pending
DASHBOARD FOR LIFE	Japan	09	10/24/2012	2012086263	4/5/2013	5571657	Registered
DASHBOARD FOR LIFE	Norway	09	10/24/2012	201211573	1/30/2013	269204	Registered
DASHBOARD FOR LIFE	Russia	09	10/24/2012	2012736947			Pending
DASHBOARD FOR LIFE	Switzerland	09	10/24/2012	626872012	5/30/2013	644441	Registered
DASHBOARD FOR LIFE	United States	09	4/24/2012	85606333			Allowed
DYNAMIC LAB SERVICES	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736786			Allowed
ELASTIC LAB SERVICES	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736783			Abandoned
GREEN DOT design	Australia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	1596941			Pending
GREEN DOT design	Brazil	01	12/13/2013	840738420			Published
GREEN DOT design	Brazil	05	12/13/2013	840738439			Published
GREEN DOT design	Brazil	09	12/13/2013	840738455			Published
GREEN DOT design	Brazil	10	12/13/2013	840738463			Published
GREEN DOT design	Brazil	35	12/13/2013	840738471			Published

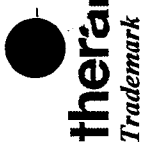
	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
GREEN DOT design	Brazil	36	12/13/2013	840738633			Published
GREEN DOT design	Brazil	39	12/13/2013	840738641			Published
GREEN DOT design	Brazil	42	12/13/2013	840738650			Published
GREEN DOT design	Brazil	44	12/13/2013	840738668			Published
GREEN DOT design	Canada	CG; CS; 01; 05; 09; 10; 35; 36; 39; 42; 44	6/28/2013	1633051			Pending
GREEN DOT design	China	01	12/16/2013	13734485			Pending
GREEN DOT design	China	05	12/16/2013	13734484			Pending
GREEN DOT design	China	09	12/16/2013	13734483			Pending
GREEN DOT design	China	10	12/16/2013	13734482			Pending
GREEN DOT design	China	35	12/16/2013	13734481			Pending
GREEN DOT design	China	36	12/16/2013	13734480			Pending
GREEN DOT design	China	39	12/16/2013	13734461			Pending
GREEN DOT design	China	42	12/16/2013	13734479			Pending
GREEN DOT design	China	44	12/16/2013	13734478			Pending
GREEN DOT design	European Union	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	011902889			Abandoned
GREEN DOT design	European Union	01; 05; 09; 10; 35; 36; 39; 42; 44					Proposed
GREEN DOT design	Hong Kong	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	302837160			Pending
GREEN DOT design	India	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	2642621			Pending

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
GREEN DOT design	Israel	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	261331			Pending
GREEN DOT design	Japan	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	201398722			Abandoned
GREEN DOT design	Mexico	01	12/13/2013	1441276			Pending
GREEN DOT design	Mexico	05	12/13/2013	1441277			Pending
GREEN DOT design	Mexico	09	12/13/2013	1441278			Pending
GREEN DOT design	Mexico	10	12/13/2013	1441279	3/24/2014	1441667	Registered
GREEN DOT design	Mexico	35	12/13/2013	1441280			Pending
GREEN DOT design	Mexico	36	12/13/2013	1441281			Pending
GREEN DOT design	Mexico	39	12/13/2013	1441282			Pending
GREEN DOT design	Mexico	42	12/13/2013	1441283			Pending
GREEN DOT design	Mexico	44	12/13/2013	1441284			Pending
GREEN DOT design	Norway	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	201315058			Pending
GREEN DOT design	Russia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	2013743598			Pending
GREEN DOT design	Singapore	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	T1320233G			Pending
GREEN DOT design	South Korea	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	4520130007566			Pending
GREEN DOT design	Switzerland	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	650062013			Pending
GREEN DOT design	Taiwan	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	102070195			Pending

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
GREEN DOT design	Thailand	01	12/13/2013				Pending
GREEN DOT design	Thailand	05	12/13/2013				Pending
GREEN DOT design	Thailand	09	12/13/2013				Pending
GREEN DOT design	Thailand	10	12/13/2013				Pending
GREEN DOT design	Thailand	35	12/13/2013				Pending
GREEN DOT design	Thailand	36	12/13/2013				Pending
GREEN DOT design	Thailand	39	12/13/2013				Pending
GREEN DOT design	Thailand	42	12/13/2013				Pending
GREEN DOT design	Thailand	44	12/13/2013				Pending
GREEN DOT design	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	85960711			Pending
HEALTH ASSISTANT	Brazil	09	10/24/2012	840309015			Published
HEALTH ASSISTANT	Canada	09	10/24/2012	1599511			Pending
HEALTH ASSISTANT	China	09	10/24/2012	11645673			Abandoned
HEALTH ASSISTANT	European Union	09; 42; 44	10/24/2012	011291903	3/22/2013	011291903	Registered
HEALTH ASSISTANT	India	09	10/26/2012	2417751			Pending
HEALTH ASSISTANT	Japan	09	10/24/2012	2012086264	4/5/2013	5571658	Registered
HEALTH ASSISTANT	Russia	09	10/24/2012	2012736948			Pending
HEALTH ASSISTANT	South Korea	09	10/24/2012	4020120066098	12/31/2013	401015261	Registered
HEALTH ASSISTANT	Taiwan	09	10/24/2012	101060364	4/1/2013	01572500	Registered
HEALTH ASSISTANT	United States	09	4/24/2012	85606350			Suspended
INDIVIDUALIZED HEALTH	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736797			Abandoned



	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
INDIVIDUALIZED HEALTHCARE	Brazil	09	3/25/2013	840461399			Published
INDIVIDUALIZED HEALTHCARE	Brazil	44	3/25/2013	840461410			Published
INDIVIDUALIZED HEALTHCARE	Canada	01; 05; 09; 10; 35; 36; 39; 42; 44	3/25/2013	1619644			Pending
INDIVIDUALIZED HEALTHCARE	China	09	3/25/2013	12316237			Abandoned
INDIVIDUALIZED HEALTHCARE	China	44	3/25/2013	12316236			Abandoned
INDIVIDUALIZED HEALTHCARE	European Union	09; 10; 44	3/25/2013	011684453			Abandoned
INDIVIDUALIZED HEALTHCARE	India	09; 44	3/25/2013	2502258			Pending
INDIVIDUALIZED HEALTHCARE	Japan	09; 44	3/25/2013	2013021476			Pending
INDIVIDUALIZED HEALTHCARE	Russia	09; 44	3/25/2013	2013709683			Pending
INDIVIDUALIZED HEALTHCARE	Singapore	09; 44	3/25/2013	T1304803F			Pending
INDIVIDUALIZED HEALTHCARE	South Korea	09; 44	3/25/2013	4520130001618			Pending
INDIVIDUALIZED HEALTHCARE	Taiwan	09; 44	3/25/2013	102015705			Pending
INDIVIDUALIZED HEALTHCARE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736804			Abandoned
INSPIRED BY YOU	United States	44	9/5/2012	85721484			Allowed
KNOW MORE, DO MORE	European Union	09; 35; 36; 44	6/14/2013	011902905			Abandoned
KNOW MORE, DO MORE	Australia	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE, DO MORE	Canada	CG; CS; 09; 35; 36; 44	6/28/2013	1633052			Pending
KNOW MORE, DO MORE	China	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE, DO MORE	India	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg



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	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
KNOW MORE. DO MORE	Israel	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Japan	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Mexico	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Norway	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Philippines	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Russia	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Singapore	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	South Korea	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	Switzerland	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
KNOW MORE. DO MORE	United States	09; 35; 36; 44	6/25/2013	85969732			Pending
KNOW MORE. DO MORE	WIPO - Madrid Agreement / Protocol	09; 35; 36; 44	12/16/2013	A0039841			Pending - Intl Reg
LAAS	Brazil	09	3/5/2013	840440405			Published
LAAS	Brazil	42	3/5/2013	840440413			Published
LAAS	Brazil	44	3/5/2013	840440286			Published
LAAS	Canada	09; 42; 44	3/5/2013	1616792			Pending
LAAS	China	09	3/5/2013	12212805			Published
LAAS	China	42	3/5/2013	12212804			Published
LAAS	China	44	3/5/2013	12212803			Pending
LAAS	European Union	09; 42; 44	3/5/2013	011626009			Opposed

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
LAAS	India	09; 42; 44	3/5/2013	2489867			Pending
LAAS	Japan	09; 42; 44	3/5/2013	201315547			Pending
LAAS	Russia	09; 42; 44	3/5/2013	2013707072			Pending
LAAS	South Korea	42	3/5/2013	4520130001194			Pending
LAAS	Taiwan	09; 42; 44	3/5/2013	102011389			Pending
LAAS	United States	09; 42; 44	9/5/2012	85721482			Allowed
LBM	United States	09; 35; 36; 42; 44	4/24/2012	85606339			Pending
LIFE QUANTIFIED	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736806			Published
NANOTAINER	Australia	05; 10; 39; 44	10/24/2012	1521718	6/4/2014	1521718	Registered
NANOTAINER	Brazil	05	10/24/2012	840309040			Published
NANOTAINER	Brazil	10	10/24/2012	840309031			Published
NANOTAINER	Brazil	39	10/24/2012	840309023			Published
NANOTAINER	Brazil	44	10/24/2012	840308981			Published
NANOTAINER	Canada	05; 10; 39; 44	10/24/2012	1599489			Pending
NANOTAINER	China	01	10/24/2012	11645679			Published
NANOTAINER	China	05	10/24/2012	11645675			Published
NANOTAINER	China	10	10/24/2012	11645670			Published
NANOTAINER	China	39	10/24/2012	11645677			Published
NANOTAINER	China	42	10/24/2012	11645676			Published
NANOTAINER	China	44	10/24/2012	11645672			Published
NANOTAINER	European Union	05; 10; 39; 44	10/24/2012	011291911	3/22/2013	011291911	Registered

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
NANOTAINER	Hong Kong	05; 10; 39; 44	10/24/2012	302413511			Published
NANOTAINER	India	05; 10; 39; 44	10/26/2012	2417753			Pending
NANOTAINER	Israel	05; 10; 39; 44	10/24/2012	250344			Published
NANOTAINER	Japan	01; 05; 10; 39; 42; 44	10/24/2012	2012086262			Pending
NANOTAINER	Mexico	05	10/24/2012	1320631	2/18/2013	1349090	Registered
NANOTAINER	Mexico	10	10/24/2012	1320630	3/19/2013	1355080	Registered
NANOTAINER	Mexico	35	7/16/2013	1393186			Pending
NANOTAINER	Mexico	39	10/24/2012	1320629			Pending
NANOTAINER	Mexico	44	10/24/2012	1320627	12/5/2013	1417737	Registered
NANOTAINER	Norway	05; 10; 39; 44	10/24/2012	201211572	1/30/2013	269203	Registered
NANOTAINER	Russia	01; 05; 10; 39; 42	10/24/2012	2012736943			Published
NANOTAINER	Singapore	05; 10; 39; 44	10/24/2012	T1215864D			Pending
NANOTAINER	South Korea	01; 05; 10	10/24/2012	4520120005455			Pending
NANOTAINER	South Korea	39; 42; 44	10/29/2013	4120130041212			Pending
NANOTAINER	Switzerland	05; 10; 39; 44	10/24/2012	626982012	7/9/2013	645943	Registered
NANOTAINER	Taiwan	01; 05; 10; 39; 42; 44	10/24/2012	101060363			Pending
NANOTAINER	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	4/24/2012	85606345			Opposed
QUANTIFIED LIFE	Brazil	09	3/25/2013	840461429			Published
QUANTIFIED LIFE	Brazil	44	3/25/2013	840461445			Published



	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
QUANTIFIED LIFE	Canada	01; 05; 09; 10; 35; 36; 39; 42; 44	3/25/2013	1619643			Pending
QUANTIFIED LIFE	China	09	3/25/2013	12316235			Published
QUANTIFIED LIFE	China	44	3/25/2013	12316234			Published
QUANTIFIED LIFE	European Union	09; 10; 44	3/25/2013	011684461	9/19/2013	011684461	Registered
QUANTIFIED LIFE	India	09; 44	3/25/2013	2502259			Pending
QUANTIFIED LIFE	Japan	09; 44	3/25/2013	2013021478			Pending
QUANTIFIED LIFE	Russia	09; 44	3/25/2013	2013709684			Pending
QUANTIFIED LIFE	Singapore	09; 44	3/25/2013	T1304806J			Pending
QUANTIFIED LIFE	South Korea	09; 44	3/25/2013	4520130001619			Pending
QUANTIFIED LIFE	Taiwan	09; 44	3/25/2013	102015707			Pending
QUANTIFIED LIFE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736811			Pending
QUANTIFY ME	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736808			Published
REDEFINING HEALTHCARE	Brazil	09	3/25/2013	840461364			Published
REDEFINING HEALTHCARE	Brazil	10	3/25/2013	840461380			Published
REDEFINING HEALTHCARE	Brazil	44	3/25/2013	840461356			Published
REDEFINING HEALTHCARE	Canada	01; 05; 09; 10; 35; 36; 39; 42; 44	3/25/2013	1619642			Pending
REDEFINING HEALTHCARE	China	09	3/25/2013	12316240			Abandoned
REDEFINING HEALTHCARE	China	10	3/25/2013	12316239			Abandoned
REDEFINING HEALTHCARE	China	44	3/25/2013	12316238			Abandoned
REDEFINING HEALTHCARE	European Union	09; 10; 44	3/25/2013	011684438			Abandoned

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
REDEFINING HEALTHCARE	India	09; 10; 44	3/25/2013	2502257			Pending
REDEFINING HEALTHCARE	Japan	09; 10; 44	3/25/2013	201321475			Pending
REDEFINING HEALTHCARE	Russia	09; 10; 44	3/25/2013	2013709682			Pending
REDEFINING HEALTHCARE	Singapore	09; 10; 44	3/25/2013	T1304801Z			Pending
REDEFINING HEALTHCARE	South Korea	09; 10; 44	3/25/2013	4520130001617			Published
REDEFINING HEALTHCARE	Taiwan	09; 10; 44	3/25/2013	102015713			Pending
REDEFINING HEALTHCARE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736791			Published
THERABOX	Australia	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Brazil	10	7/29/2013	840590920			Published
THERABOX	Brazil	11	7/29/2013	840590903			Published
THERABOX	Brazil	39	7/29/2013	840590911			Published
THERABOX	Canada	CG; CS; 10; 11; 20; 35; 39; 44	7/23/2013	1636406			Pending
THERABOX	China	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	European Union	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	India	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Israel	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Japan	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Mexico	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Norway	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THERABOX	Philippines	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Russia	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Singapore	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	South Korea	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	Switzerland	10; 11; 20; 35; 39; 44	7/24/2013	A0037039		IR 1199662	Pending - Intl Reg
THERABOX	United States	10; 11; 20; 35; 36; 39; 44	1/25/2013	85832697			Published
THERABOX	WIPO - Madrid Agreement / Protocol	10; 11; 20; 35; 39; 44	7/24/2013	A0037039	7/24/2013	IR 1199662	Registered - Intl Reg
THERACARE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/24/2012	85736813			Published
THERANALYSIS	Brazil	09	3/5/2013	840440421			Published
THERANALYSIS	Brazil	42	3/5/2013	840440324			Published
THERANALYSIS	Brazil	44	3/5/2013	840440359			Published
THERANALYSIS	Canada	09; 42; 44	3/5/2013	1616791			Pending
THERANALYSIS	China	09	3/5/2013	12212808			Published
THERANALYSIS	China	42	3/5/2013	12212807			Published
THERANALYSIS	China	44	3/5/2013	12212806			Pending
THERANALYSIS	European Union	09; 42; 44	3/5/2013	011625977	9/11/2013	011625977	Registered
THERANALYSIS	India	09; 42; 44	3/5/2013	2489866			Pending
THERANALYSIS	Japan	09; 42; 44	3/5/2013	201315546			Pending
THERANALYSIS	Russia	09; 42; 44	3/5/2013	2013707077			Pending

	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
ThERANALYSIS	South Korea	09; 42; 44	3/5/2013	4520130001193			Published
ThERANALYSIS	Taiwan	09; 42; 44	3/5/2013	102011388			Pending
ThERANALYSIS	United States	09; 42; 44	9/5/2012	85721480			Allowed
ThERANOPSIS	United States	09; 42; 44	9/5/2012	85721481			Allowed
ThERANOS	Australia	01; 05; 09; 10; 35; 36; 39; 42; 44	1/9/2013	1534749			Pending
ThERANOS	Brazil	01	2/14/2013	840419473			Published
ThERANOS	Brazil	05	2/14/2013	840419457			Published
ThERANOS	Brazil	09	2/14/2013	840419430			Published
ThERANOS	Brazil	10	2/14/2013	840419422			Published
ThERANOS	Brazil	35	2/14/2013	840419520			Published
ThERANOS	Brazil	36	2/14/2013	840419503			Published
ThERANOS	Brazil	39	2/14/2013	840419490			Published
ThERANOS	Brazil	42	2/14/2013	840419481			Published
ThERANOS	Brazil	44	2/14/2013	840419546			Published
ThERANOS	Canada	01; 09; 35; 36; 39	3/5/2013	1616912			Pending
ThERANOS	Canada	CG; CS	12/19/2007	1376743	1/18/2011	TMA787792	Registered
ThERANOS	China	01	3/5/2013	12212802			Published
ThERANOS	China	01	12/12/2007	6433097	3/28/2010	6433097	Registered
ThERANOS	China	05	12/12/2007	6433096			Abandoned
ThERANOS	China	05	3/5/2013	12212801			Pending
ThERANOS	China	09	3/5/2013	12212800			Published
ThERANOS	China	10	11/12/2009	7828549			Abandoned

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THERANOS	China	10	3/5/2013	12212799			Published
THERANOS	China	10	12/12/2007	6433095	12/28/2010	6433095	Registered
THERANOS	China	35	3/5/2013	12212798			Published
THERANOS	China	36	3/5/2013	12212797			Published
THERANOS	China	39	3/5/2013	12212796			Published
THERANOS	China	42	3/5/2013	12212795			Published
THERANOS	China	44	3/5/2013	12212794			Pending
THERANOS	China	44	12/12/2007	6433094	4/14/2010	6433094	Registered
THERANOS	European Union	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	011625852	9/2/2013	011625852	Registered
THERANOS	European Union	05; 10; 42; 44	4/18/2006	005025697	6/10/2009	005025697	Registered
THERANOS	Hong Kong	01; 05; 09; 10; 35; 36; 39; 42; 44	1/24/2013	302505816			Published
THERANOS	India	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	2489868			Pending
THERANOS	India	10	12/14/2009	1895665	10/11/2013	1895665	Registered
THERANOS	Israel	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	253965			Pending
THERANOS	Israel	05	4/20/2006	189372	4/6/2008	189372	Registered
THERANOS	Israel	10	4/20/2006	189376	9/4/2007	189376	Registered
THERANOS	Israel	44	4/20/2006	189377	9/4/2007	189377	Registered
THERANOS	Japan	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	201315559			Pending
THERANOS	Japan	01; 10; 44	4/18/2006	2006035797	12/7/2007	5096552	Registered

	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THERANOS	Mexico	01	3/5/2013	1354575			Pending
THERANOS	Mexico	05	12/19/2007	904675			Abandoned
THERANOS	Mexico	05	3/5/2013	1354576			Pending
THERANOS	Mexico	09	3/5/2013	1354577	6/28/2013	1380266	Registered
THERANOS	Mexico	10	12/19/2007	904676			Abandoned
THERANOS	Mexico	10	3/5/2013	1354578			Pending
THERANOS	Mexico	35	3/5/2013	1354580			Pending
THERANOS	Mexico	36	3/5/2013	1354581	7/4/2013	1380902	Registered
THERANOS	Mexico	39	3/5/2013	1354582			Pending
THERANOS	Mexico	42	3/5/2013	1354583	3/19/2014	1440025	Registered
THERANOS	Mexico	44	3/5/2013	1354584			Pending
THERANOS	Mexico	44	12/19/2007	904677	2/29/2008	1028541	Registered
THERANOS	Norway	01; 05; 09; 10; 35; 36; 39; 42; 44	1/24/2013	201301192	4/26/2013	270466	Registered
THERANOS	Russia	01; 05; 09; 10; 35; 36; 39; 42; 44	3/4/2013	2013706881			Pending
THERANOS	Singapore	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	T1303613E			Pending
THERANOS	Singapore	01; 05; 10; 44	10/24/2007	T0720848E	2/20/2008	T0720848E	Registered
THERANOS	South Korea	01; 05; 09; 10; 35; 36; 39; 42; 44	1/22/2013	4520130000366			Pending
THERANOS	Switzerland	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	527782013			Pending
THERANOS	Switzerland	05; 10; 44	4/19/2006	535342006	6/6/2006	546665	Registered



	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THELANOS	Taiwan	01; 05; 09; 10; 35; 36; 39; 42; 44	3/5/2013	102011390			Pending
THELANOS	Taiwan	01; 05; 10; 44	10/25/2007	096050284	8/1/2009	01373326	Registered
THELANOS	Thailand	09	3/5/2013	884142			Pending
THELANOS	Thailand	10	11/27/2009	751413	4/18/2012	347612	Registered
THELANOS	United States	01; 05; 09; 10; 35; 36; 39; 41; 42; 44	9/5/2012	85721486			Allowed
THELANOS	United States	01; 05; 09; 10; 39; 42; 44	8/17/2005	78694877	6/1/2010	3797610	Registered
THELANOS (and DOT design)	Australia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THELANOS (and DOT design)	Canada	CG; CS; 01; 05; 09; 10; 35; 36; 39; 42; 44	6/28/2013	1633053			Pending
THELANOS (and DOT design)	China	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THELANOS (and DOT design)	European Union	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	011902822	12/27/2013	011902822	Registered
THELANOS (and DOT design)	India	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THELANOS (and DOT design)	Israel	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THELANOS (and DOT design)	Japan	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg



	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THERANOS (and DOT design)	Mexico	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	Norway	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	Philippines	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	Russia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	Singapore	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	South Korea	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	Switzerland	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (and DOT design)	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	85960709			Pending
THERANOS (and DOT design)	WIPO - Madrid Agreement / Protocol	01; 05; 09; 10; 35; 36; 39; 42; 44	12/16/2013	A0039840			Pending - Intl Reg
THERANOS (in Chinese Characters)	China	01	1/4/2008	6492513	3/28/2010	6492513	Registered
THERANOS (in Chinese Characters)	China	05	1/4/2008	6492512	3/28/2010	6492512	Registered
THERANOS (in Chinese Characters)	China	10	1/4/2008	6492511	3/14/2010	6492511	Registered
THERANOS (in Chinese Characters)	China	44	1/4/2008	6492510	4/14/2010	6492510	Registered
THERANOS (in Katakana Characters)	Japan	01; 05; 10; 44	1/7/2008	2008000333	2/27/2009	5209319	Registered
THERANOS ADVANTAGE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/5/2012	85721471			Abandoned



	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
THERANOS BASELINE	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/5/2012	85721469			Allowed
THERANOS DOCTOR	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/5/2012	85721474			Abandoned
THERANOS LAB	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	9/5/2012	85721477			Allowed
THERANOS Logo	Australia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THERANOS Logo	Brazil	01	12/13/2013	840738307			Published
THERANOS Logo	Brazil	05	12/13/2013	840738285			Published
THERANOS Logo	Brazil	09	12/13/2013	840738323			Published
THERANOS Logo	Brazil	10	12/13/2013	840738340			Published
THERANOS Logo	Brazil	35	12/13/2013	840738366			Published
THERANOS Logo	Brazil	36	12/13/2013	840738374			Published
THERANOS Logo	Brazil	39	12/13/2013	840738390			Published
THERANOS Logo	Brazil	42	12/13/2013	840738404			Published
THERANOS Logo	Brazil	44	12/13/2013	840738412			Published
THERANOS Logo	Canada	CG; CS; 01; 05; 09; 10; 35; 36; 39; 42; 44	6/28/2013	1633054			Pending
THERANOS Logo	China	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THERANOS Logo	European Union	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	011902798	12/27/2013	011902798	Registered



Country **Class** **App. Date** **App. No.** **Reg. Date** **Reg. No.** **Status**

THELANOS Logo	Hong Kong	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	302837043			Published
THELANOS Logo	India	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Israel	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Japan	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Mexico	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Norway	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Philippines	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Russia	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Singapore	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	South Korea	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Switzerland	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THELANOS Logo	Taiwan	01; 05; 09; 10; 35; 36; 39; 42; 44	12/13/2013	102070192			Pending
THELANOS Logo	Thailand	01	12/13/2013				Pending
THELANOS Logo	Thailand	05	12/13/2013				Pending



	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.	Status
THERANOS Logo	Thailand	09	12/13/2013				Pending
THERANOS Logo	Thailand	10	12/13/2013				Pending
THERANOS Logo	Thailand	35	12/13/2013				Pending
THERANOS Logo	Thailand	36	12/13/2013				Pending
THERANOS Logo	Thailand	39	12/13/2013				Pending
THERANOS Logo	Thailand	42	12/13/2013				Pending
THERANOS Logo	Thailand	44	12/13/2013				Pending
THERANOS Logo	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	6/14/2013	85960653			Pending
THERANOS Logo	WIPO - Madrid Agreement / Protocol	01; 05; 09; 10; 35; 36; 39; 42; 44	12/14/2013	A0039818			Pending - Intl Reg
THERANOS RX	United States	01; 05; 09; 10; 35; 36; 39; 42; 44	6/15/2012	85653736			Allowed
THERANOS TRICORDER	United States	05; 09; 10; 35; 42; 44	9/24/2012	85737220			Published

Financials



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Summary Capitalization

	Per Share Price	Valuation Date	Amount
Series A	\$ 0.15	2004	\$ 5,907,242
Series B	\$ 0.18	2006	\$ 10,000,000
Series C	\$ 0.56	2006	\$ 33,217,403
Series C-1	\$ 3.00	2010	\$ 65,525,005
Series C-1	\$ 15.00	<u>2011</u>	\$ 97,500,480
Series C-2	\$ 17.00	2013	\$ 194,489,974
			<u>\$ 406,640,104</u>

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 Summary Capitalization

Stock	Conversion Ratio	Authorized	Shares Outstanding	Shares Outstanding As Converted	% Owned On As Converted Basis	Shares Outstanding Fully Diluted	% Owned On Fully Diluted Basis
COMMON STOCK A	1.00	725,000,000	52,277,835	52,277,835	10.62%	52,277,835	10.10%
COMMON STOCK B	1.00	250,658,055	250,658,055	250,658,055	50.91%	250,658,055	48.42%
PREFERRED STOCK	1.00	225,000,000					
SERIES A PREFERRED STOCK	1.00	46,320,045	46,320,045	46,320,045	9.41%	46,320,045	8.95%
SERIES B PREFERRED STOCK	1.00	54,162,965	54,162,965	54,162,965	11.00%	54,162,965	10.46%
SERIES C PREFERRED STOCK	1.00	58,896,105	58,896,105	58,896,105	11.96%	58,896,105	11.38%
SERIES C-1 PREFERRED STOCK	1.00	43,000,005	23,008,367	23,008,367	4.67%	23,008,367	4.44%
SERIES C-2 PREFERRED STOCK	1.00	11,764,706	7,028,822	7,028,822	1.43%	7,028,822	1.36%
Total Stock:			492,352,194	492,352,194	100.00%	492,352,194	95.1%

RIGHTS TO ACQUIRE STOCK:

2004 Stock Plan	Options Outstanding	9,576,832	1.85%
	Options Available	-	0.00%
	Plan Total:	9,576,832	1.85%
	Option exercised	215,279,640	
	Total authorized options	224,856,472	
2013 Stock Plan	Options Outstanding	15,000,000	2.90%
	Options Available	-	0.00%
	Plan Total:	15,000,000	2.90%
	Option exercised	-	
	Total authorized options	15,000,000	

WARRANTS TO PURCHASE:

COMMON STOCK	1.00	741,665	0.14%
Total Rights:		25,318,497	4.89%
Total Diluted Shares:		517,670,691	100%

Projected Statement of Income

	Period Ending	
	12/31/2014	12/31/2015
Revenue (US COMMERCIAL ONLY)		
Lab Services from US Retail Pharmacies	\$ 42,000,000	\$ 470,000,000
Lab Services Revenue from Physicians Offices	\$ 11,000,000	\$ 161,000,000
Lab Services Revenue from Hospitals	\$ 47,000,000	\$ 290,000,000
OnSite Services Revenue from Hospitals	\$ -	\$ 11,000,000
Pharmaceuticals Services	\$ 40,000,000	\$ 62,000,000
DOD	TBD	TBD
Total Revenue	\$ 140,000,000	\$ 990,000,000
Cost of Revenue:		
Retail Pharmacy	\$ (16,000,000)	\$ (188,000,000)
Physicians Office (courier)	\$ (4,000,000)	\$ (64,000,000)
Hospital (courier)	\$ (14,000,000)	\$ (87,000,000)
Hospital (onsite)	\$ -	\$ (3,000,000)
Pharmaceutical Services	\$ (5,000,000)	\$ (12,000,000)
DOD	TBD	TBD
Total Cost of Revenue	\$ (39,000,000)	\$ (354,000,000)
Gross Profit	\$ 101,000,000	\$ 636,000,000
Operating Expenses		
Research & Development (including software apps & support)	\$ (57,000,000)	\$ (127,000,000)
CLIA Lab Operations Fixed overhead (validation, software, facilities,..)	\$ (10,000,000)	\$ (76,000,000)
Data Center	\$ (3,000,000)	\$ (25,000,000)
Sales, Marketing & Branding	\$ (11,000,000)	\$ (76,000,000)
G&A	\$ (21,000,000)	\$ (95,000,000)
Total Operating Expenses	\$ (102,000,000)	\$ (399,000,000)
EBITDA	\$ (1,000,000)	\$ 237,000,000
Depreciation & Taxes		
Depreciation of Capital Assets	\$ (2,000,000)	\$ (7,000,000)
Taxes	\$ -	TBD
Net Income	\$ (3,000,000)	\$ 230,000,000

Proforma Statement of Cash Flow

Period Ending 12/31/2013 12/31/2014 12/31/2015

	\$	\$	\$	\$
Beginning Balance for Period	\$	57,400,000	108,900,000	198,000,000
Net Income from Income Statement (depreciation expense)	\$	(61,000,000)	(3,000,000)	\$ 237,000,000
Services NBL by Walgreens	\$	2,000,000	2,000,000	7,000,000
Services NBL by Safeway	\$	75,000,000	-	-
Adjustments to prepayment of revenue	\$	-	(15,000,000)	-
Proceeds from Equity Transaction	\$	59,000,000	114,469,000	-
Capital Expenditures:				
Lines of Production	\$	(2,000,000)	(5,000,000)	(15,000,000)
Devices	\$	(3,000,000)	(5,000,000)	(14,800,000)
Total Capital Expenditures	\$	(5,000,000)	(10,000,000)	(29,800,000)
TOTAL CASHFLOW IN (OUT)	\$	51,500,000	88,469,000	214,200,000
Ending Cash Balance	\$	108,900,000	198,000,000	412,000,000

THERANOS, INC. AND SUBSIDIARY

Period ended July 14, 2014

	July 14, 2014 \$'000
Current assets	
Cash & investment	\$ 162,713
Accounts Receivable	25,000
Inventory	5,853
Other current assets	2,950
Total current assets	<u>196,516</u>
Note Receivable	26,969
Plant & Equipment	21,534
Total Assets	<u>\$ 245,019</u>
Current liabilities	
Accounts Payable	\$ 4,627
Other current liabilities	4,188
Total current liabilities	<u>8,815</u>
Deferred revenue & customers' deposits	168,808
Repurchaseable shares	11,460
Other long term liabilities	4,183
Total liabilities	<u>193,266</u>
Common stock	25,823
Preferred stock	331,717
Accumulated deficit	(305,787)
Total stockholder' equity	<u>51,753</u>
Total liabilities and stockholders' equity	<u>\$ 245,019</u>

Selected Media

OPINION

THE WEEKEND INTERVIEW with Elizabeth Holmes | By Joseph Rago

A Drop of Blood. An Instant Diagnosis

THE reality within our health-care system today is that when someone you care about gets really sick, by the time you find that out it's most often too late to do anything about it. It's heart-breaking. Because in those moments, there's nothing you wouldn't do to change it, and too often you're helpless," says Elizabeth Holmes. "We're finding cancer when you have a tumor, or heart disease by virtue of the fact that you're having a heart attack."

She wants to change that. Ms. Holmes, a 29-year-old chemical and electrical engineer and entrepreneur, dropped out of Stanford as an undergraduate after founding a life sciences company called TheraNas in 2003. Her inventions, which she is discussing in detail here for the first time, could upend the industry of laboratory testing and might change the way we detect and treat disease.

Ten years ago, Ms. Holmes was working out of the basement of a group college house, a world away from her current headquarters at a rambling industrial building in a research park just off campus. The company's real estate was one of the

A Stanford dropout is bidding to make tests more accurate, less painful—and at a fraction of the current price.

few TheraNas facts known to Silicon Valley, but one suggestive of the closely held business's potential: The space was once home to Facebook and before that Hewlett-Packard.

The secret that hundreds of employees are now refining involves devices that automate and miniaturize more than 1,000 laboratory tests, from routine blood work to advanced genetic analysis. TheraNas' tests are faster, cheaper and more accurate than the conventional methods and require only microscopic blood volumes, not vial after vial of the stuff. The experience will be revealing to anyone familiar with current practices, which often seem like medicine by Brian Stoker.

A TheraNas technician first increases blood flow to your hand by applying a wrap similar to one of those skinning pocket warmers, then uses a fingerstick to draw a few droplets of blood from the capillaries at the end of your hand. The blood wicks into a tube in a cartridge that Ms. Holmes calls a "nanotainer," which holds microliters of a sample, or about the amount of a raindrop. The nanotainer is then run through the analyzers in a TheraNas laboratory. Results are usually sent back to a physician, but a full blood work-up—metabolic and immune markers, cell count, etc.—was in my inbox by the time I walked out the door. (How: see sidebar.)

It's the kind of modern, painless service that consumers rarely receive in U.S. health care, though Ms. Holmes makes the point the other way around: "We're here in Silicon Valley inside the consumer technology world... and

what we think we're building is the first consumer health-care technology company. Patients are empowered by having better access to their own health information, and then by owning their own data."

And a TheraNas clinic may be coming soon to a pharmacy near you. On Monday the company is launching a partnership with Walgreens for in-store sample-collection centers, with the first one in Palo Alto and expanding throughout California and beyond. Ms. Holmes' long-term goal is to provide TheraNas services "within five miles of virtually every American home."

Diagnostics is one of those corners of the health markets that is more irrational the closer you look. Tests account for between 2% and 2.3% of health spending, but Ms. Holmes notes that they drive an estimated seven or eight of every 10 clinical decisions by physicians, with 6.8 billion lab tests annually in the U.S.

"The art of phlebotomy originated with bloodletting in 1400 B.C. and the modern clinical lab emerged in the 1960s—and it has not fundamentally evolved since then," she says. The billions of tests generally follow the same ritual: In a hospital or clinic, "you go in, sit down, they put a tourniquet on your arm, stick you with a needle, take these tubes and tubes of blood," as Ms. Holmes describes it.

The specimens are then transported, via a courier or hospital pneumatic tube, to a centralized lab, where they are manually removed from the tubes with a pipette and mixed with a chemical reagent or sent through instruments like a centrifuge or mass spectrometer. After days or weeks of waiting, your doctor finally gets the results.

One major problem, Ms. Holmes says, is that physicians rarely have "the best actionable information to make the best possible diagnosis at the time it matters." She posits a hypothetical patient whose doctor orders a test and discovers that she has a dangerously low hemoglobin count, so he puts her on an anti-anemia drug. He must order another test to find out what kind of anemia she has, and days later it turns out to be merely an iron deficiency. The best final treatment was actually "take some iron pills or eat more spinach."

TheraNas' technology eliminates multiple lab trips because it can run any combination of tests, including sets of follow-on tests, at once, very quickly, all from a single microsample. Ms. Holmes estimates that patients and doctors will receive readouts in "as little as two hours" and can even do so before an office visit based on their physician's recommendation for better, or at least less ad hoc, consultations.

Only about 62% of tests that doctors order are ultimately carried out, according to health-policy researchers at the Lewin Group. One reason tests aren't performed: not enough blood. To ensure that labs don't reject samples, several studies have documented that medical institutions sometimes collect as much as 45 times the amount of blood from patients that conventional tests actually require.

Luckily, blood is a renewable resource, though the small TheraNas sample size is a particular advance for



the elderly, for whom blood draws can be agony because of collapsed veins. It's also good news for children who fear needles, and for oncology patients, whose blood is being constantly tested.

Another TheraNas advance is its testing's accuracy. Ms. Holmes believes the chain of conventional laboratory custody introduces too

many opportunities for error, "which is basically wherever humans are involved." The integrity of lab specimens can be contaminated if they sit too long on the bench, or if they're mistakenly processed by a tech, or by temperature, and so forth.

A 2002 review in the journal Clinical Chemistry found error estimates ranging from one out of every 33-50 tests to one of every 8,300, though the rate has likely since improved. The same sample sent to two different labs can yield two varying results, and the same lab testing the same sample twice can yield different results too.

That's because the precision of lab instruments, and their reference ranges, vary from manufacturer to manufacturer. Labs buy from different vendors and often don't calibrate the machines to each other. Certain tests may be reported with fairly wide margins of error, such as a plus-or-minus 30% of allowable error for HDL cholesterol. Ms. Holmes notes that a measurement that is essentially a 50% error range isn't very useful, especially over time, since disease itself is a pro-

gression over time. TheraNas' technology is automated, standardized, and attempts to subtract human error from the process. It can thus achieve much lower variance ranges for a given test. Ms. Holmes says its tests have margins of "allowable error" targets less than 10%.

The medical promise of this speed and better information means catching disease in its earliest stages before the onset of symptoms. The company's analytic tools might also help realize the possibilities of truly personalized medicine, as scientists gain a better understanding of the heterogeneity of disease and how to treat individuals based on their own bodies, not large averages.

TheraNas' tools may also allow doctors to analyze data "longitudinally"—to see trends, clusters and rates of change that they can't now. Medicine would ask fewer on-off, do-you-have-this-disease-or-not questions, and instead "meaningfully and powerfully answer the question of how to detect and manage these diseases early on," says Ms. Holmes.

She first funded TheraNas at age 19 by cashing out an education trust that her parents set up, which allowed her to hire her first employee and rent lab space. Later rounds of funding were raised from venture capital and private equity. Once TheraNas was more established, it started to earn revenue from contracts conducting pharmaceutical testing in cancer drug and other clinical trials.

A word about costs and what that investment bought, which doesn't follow the usual rules about a new medical technology. Ms. Holmes says TheraNas can conduct a battery of tests for "tens of dollars," a phrase

that does not exist in U.S. health care. She calls it "a watershed opportunity to change the trajectory of health costs through price transparency."

Since 1984, the Medicare Clinical Laboratory Fee Schedule has set reimbursements for 1,140 unique lab tests across 57 U.S. jurisdictions. There's 64,900 different price controls. Meanwhile, the prices that private insurers negotiate with providers are virtually trade secrets.

TheraNas is committing to a half-off discount on Medicare fees. "So a test that costs \$100 now, we'll do \$50 or less. The quote-unquote payer community I don't think has ever seen someone walk in and say we want to bill you at least that you're willing to reimburse," she says. If this strategy succeeds in squeezing down prices—say, lowering testing as a share of total health costs to 1.5% from 2.3% now—it could save Medicare \$61 billion over 10 years and Medicaid \$96.1 billion, according to what TheraNas calls a conservative estimate.

Ms. Holmes says her larger goal is increasing access to testing, including among the uninsured, though she might also have a market-share land grab in mind. For instance, she says TheraNas will publish all its retail prices on its website. The company's X-ray of self-transparency also includes reporting its margins-of-error variations online and on test results and order forms, which few if any labs do now.

This strategy may be inviting a hell of a battle with the health industry, where the incentives are rigged against startups and the empire usually finds a way of striking back. Witness the medical-practice regulations that make medicine a cartel against competitors. Pathologists, lab scientists and technicians won't be pleased if their jobs go the way of travel agents.

Ms. Holmes declines to discuss TheraNas' future plans, though one may speculate. There could be military applications in the battlefield, especially given the numerous framed American flags across the TheraNas office and the presence on its corporate board of retired Gen. Jim Mattis and Gary Roughead, former Defense Secretary Bill Perry and former Secretary of State George Shultz.

The other obvious tech reality is that the devices keep shrinking, and over the last several years TheraNas has been granted several patents for portable diagnostic systems on the point of care. One of them even involves—forget the Watch—wearable diagnostic devices that would attach to the body with silicon microneedles about the size of a human hair.

The biggest question is whether Ms. Holmes has discovered one of those often promised, more often elusive disruptive innovations designed to cut costs while improving quality, in a conversation about a year ago, Secretary Shultz said Ms. Holmes could be "the next Steve Jobs or Bill Gates."

When I put it to him again on my recent visit, he smiles slyly. "This is not the last thing she's going to invent or create."

Mr. Rago is a member of the Journal's editorial board.

The Supreme Court and Ed Corsi's Life of Political Crime

In the winter of 2008, Ed Corsi decided that he was tired of stewing about the politics in his home of Geauga County, Ohio, and the country at large. He started a website, put Thomas Jefferson's quote, "The price of freedom... constant vigilance" at the top, dubbed the site "Gauga Constitutional Council," and set about blogging his thoughts on local and national politics. So began his life of political crime.

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Theranos' Elizabeth Holmes Takes on Access

By Allison Proffitt

August 12, 2014 | NASHVILLE—Sitting across a conference table from Elizabeth Holmes, what strikes me most is her level of control.

The story of Theranos' inception is one of passion for a new mode of health care delivery, spearheaded by a fascinating leader. "Disruption" is a favorite descriptor of anyone writing about the technology and its promise. But in person, the founder and CEO of privately-held Theranos is anything but disruptive. She's polite, soft-spoken and measured. When other people talk, she listens intently. She takes notes. She makes unwavering eye contact. Yet, you get the impression that none of your questions is unexpected, none of your suggestions novel, none of your scenarios unanticipated.

I met Holmes last week when she visited Nashville, Tennessee to speak to the Nashville Health Care Council Fellows, an association of 260 health care leaders seeking to advance the city's \$70 billion health care industry. It wasn't Holmes' first introduction to the city. Theranos did some early work with the Sarah Cannon Research Institute, she said.

Then, and now, Holmes explained, the company's mission has been the same: to make actionable health information accessible to everyone at the time it matters. The company is working to do so through a dramatically redesigned laboratory testing paradigm that is fast, cheap, and requires smaller amounts of blood than ever thought possible.



What "accessible" practically means is a question Holmes and Theranos have spent a great deal of time on. "We spent a lot of time thinking about what access means, and the first element of that was, for us, cost. We believe very strongly that every person should have the ability to afford a lab test," she said.

Patients have come in to Theranos Wellness Centers—currently located within Walgreens pharmacies—with requisitions for old tests that they haven't been able to fill because either they lack insurance, or their deductibles are too high, Holmes said. When patients are worried about a \$400 test and they see the list price of \$23, "The look on their face is humbling."

Cost is certainly one of the most dramatic talking point of Theranos' work, if only because it's one of the few aspects that is freely discussed.

The Theranos website lists 213 lab tests on its test menu, though those familiar with the company's offerings say that all of the 1250 Medicare tests are being refined for Theranos technology. Every test is listed with its associated cost, and CPT code. The least expensive

tests listed are hemacrit and hemoglobin tests, each for \$1.63. The most expensive is a respiratory virus panel for \$286.46.

Originally, all of the tests were priced at least 50% less than Medicare and Medicaid reimbursement thresholds. "Increasingly," Holmes said, the tests are priced, "much lower than that." In some cases, she conceded, the tests are 90% less than the Medicare and Medicaid reimbursement rates.

The next element of access on which the Theranos team focused was revolutionizing phlebotomy—the process of accessing a vein for a blood draw. Holmes, whose own fear of needles is well-reported, sought a way to "eliminate the need for people to be stuck with big needles, and the requirement for very large tubes and tubes of blood."

The technology isn't just about comfort; less invasive procedures increase compliance. "That's a really big deal, when you think about it practically," Holmes said.

The amount of blood needed for a Theranos test is almost laughably small. In her only concession to showmanship, when prompted, Holmes pulled a small green ring box out of her bag. In its custom interior sat the Theranos "nanotainer": a vial smaller than a tastefully-manicured fingernail.

The final component of access is convenience, Holmes said. After signing a partnership last fall ²⁰¹³ with Walgreens, Theranos now has 30 Wellness Center retail locations—29 in Walgreens in Arizona, and the flagship location in Palo Alto, California—in addition to the company's main office and lab space.

* "Walgreens is our anchor partner, so we're very focused on that," Holmes said. The drug store chain, which acquired Alliance Boots earlier this month, will now have about 11,000 stores in 10 countries. It's not a bad anchor partner to have.

"But as a company," Holmes continued, "We'll be in many different locations." The company also has collaborations with three hospital groups to use Theranos as a reference lab, partnerships Holmes called a, "massive undertaking."

"Our retail framework that we're building is designed around [physical access]," Holmes said. "When we did our programs with Tennessee Oncology and Sarah Cannon, we would serve cancer patients who would drive hundreds of miles to come in to Sarah Cannon. The ability to decentralize the testing framework, so you can get data generated closer to where people live increases compliance."

It's not just location, but also timing that matters. The Wellness Centers in Walgreens are open 7 days a week, late at night and early in the morning, Holmes said. Arizona hosts the most, because Walgreens has a large presence in and around Phoenix, and the stores there tend to be roomy enough for Therasys to have ample space to house and design its own Wellness Center experience. This year, Holmes expects to be the largest lab in Arizona.

What Access Enables

Solving access issues—cost, compliance, timing—means more people will follow through with doctor-ordered tests. And more tests means more data.

"We focused on building a standardized laboratory framework in which it becomes easier to look at data over time and specifically to generate high integrity laboratory data that can be interpreted longitudinally," Holmes said.

The testing silos that have grown over time—different labs with different reference ranges and different analytical systems—can make it hard to aggregate and interpret individual patient data, she explained.

"A huge element of our work has been in standardizing the laboratory framework to eliminate much of the pre-analytic error and variability that contributes to noise in laboratory data, as well as the standardization of the tests themselves. So that when we report a result out, we're reporting that result with the coefficient of variation on that test, so that as physicians look at it, it can be interpreted in a longitudinal context."

Running tests with a tiny amount of blood can change the way testing is done, Holmes said. Instead of multiple office visits and multiple lab processes, physicians can order tests in an if-then progression that includes follow-up tests if an early test result meets a certain threshold.

Already in Palo Alto, patients can stop by the testing center first, have the required lab tests completed, and then see their doctor once results are in to finalize a treatment plan. The target for data return to physicians is "significantly less than four hours," Holmes said. "It's making the visits much more actionable. That actionability combined with the longitudinal aspect of our data is something that can help to improve the utility of this information to physicians."

If that doesn't sell physicians on a new lab testing paradigm, Holmes believes insurance company pressure will. "Insurance companies play a big role in what physicians ultimately decide to do in terms of lab tests," Holmes pointed out. "But what we've found in our experience so far is that the ability to have actionable data at the time you see a patient, and to transform the workflow that they have right now—in terms of drawing blood, sending it out, waiting for it to come back, getting results, sending it out again—matters to these doctors in the context of being able to practice effective care."

The DTC Angle

And if physicians still aren't on board? There's always the direct-to-consumer route. Arizona, where most of Theranos' retail locations are, allows direct-to-consumer testing, but Holmes says the company has not taken advantage of that route yet.

"One of the things that has been really important to us, is to build an pathologist-centered model. When people first hear about this, they think what we're trying to do is eliminate the need for a lab. That's exactly what we're not trying to do. All of the technologies that are available today for microsample or finger-stick based testing are waived. The data does not go through pathologists. You don't have the oversight or the ability to look at controls or replicates or calibrators or outliers, and more importantly interpret some of the data that you see through pathologists.

"We think if we can build a model that enables decentralized testing and pathologist-centric testing, we're going to establish the highest quality standard of care," Holmes said. "One element of the question of which test, and how many tests, and what do they mean, to us, is having a pathologist in the middle of that. We're working very hard and partnering with hospital groups and pathologist groups... to make it possible to have the model be pathologist-centric... so the most clinical utility is going to the physician."

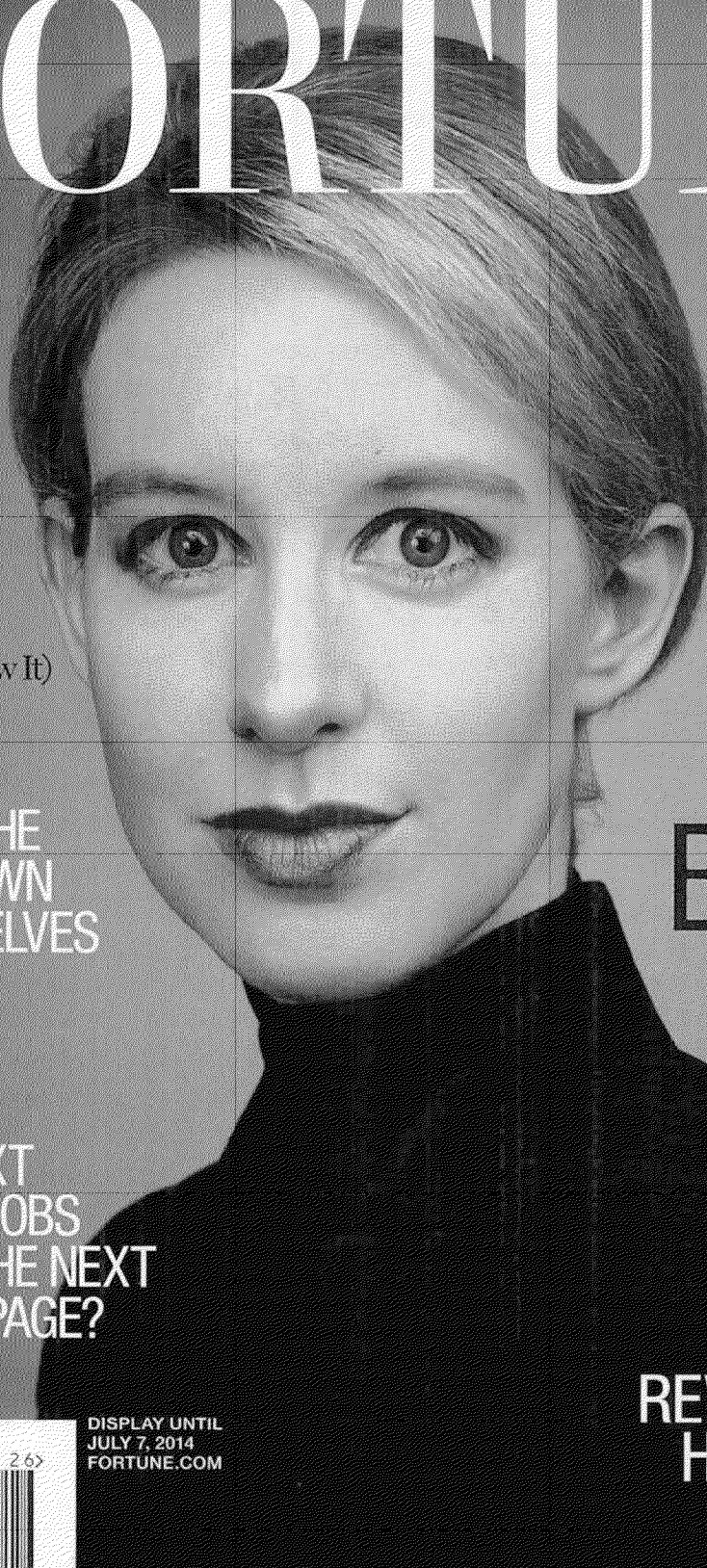


theranos

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website at www.theranos.com



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CEO
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ELIZABETH
HOLMES
AND HER
SECRETIVE
COMPANY,
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REVOLUTIONIZE
HEALTH CARE
BY ROGER
PARLOFF

THE
END OF
DRIVING
(as We Know It)
BY MICHAL
LEV-RAM

STOCK
PICKS THE
PROS OWN
THEMSELVES
BY JEN
WIECZNER

IS TONY
FADELL
THE NEXT
STEVE JOBS
OR ... THE NEXT
LARRY PAGE?
BY ADAM
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WIRED

ONE DROP, INFINITE DATA HOW ELIZABETH HOLMES BUILT A BETTER BLOOD TEST

PHLEBOTOMY. Even the word sounds archaic—and that's nothing compared to the slow, expensive, and inefficient reality of drawing blood and having it tested. As a college sophomore, Elizabeth Holmes envisioned a way to reinvent old-fashioned phlebotomy and, in the process, usher in an era of comprehensive superfast diagnosis and preventive medicine. That was a decade ago. Holmes, now 30, dropped out of Stanford and founded a company called Theranos with her tuition money. Last fall it finally introduced its radical blood-testing service in a Walgreens pharmacy near the company headquarters in Palo Alto, California. (The plan is to roll out testing centers nationwide.) Instead of vials of blood—one for every test needed—Theranos requires only a pinprick and a drop of blood. With that they can perform hundreds of tests, from standard cholesterol checks to sophisticated

 MATTHEW SCOTT