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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): December 1, 2017**

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**RESTORATION ROBOTICS, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38238**  
(Commission  
File Number)

**06-1681204**  
(IRS Employer  
Identification Number)

**128 Baytech Drive**  
**San Jose, California**  
(Address of principal executive offices, including Zip Code)

**Registrant's telephone number, including area code: (408) 883-6888**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 5.03            Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On December 1, 2017, Restoration Robotics, Inc. (the “Company”) entered into an employment agreement with Mark Hair, age 48, to serve as the Company’s Chief Financial Officer, effective as of January 5, 2018. Mr. Hair most recently served as Chief Accounting Officer at Allergan plc from April 2017 to August 2017 and at Zeltiq Aesthetics, Inc., which was acquired by Allergan plc, from May 2016 to April 2017. While at Zeltiq, Mr. Hair was responsible for managing the organization’s accounting functions, overseeing technical accounting matters and public reporting obligations, and implementing a Sarbanes Oxley compliance program. Mr. Hair performed a similar role from January 2016 until May 2016 when he was Vice President of Finance at Accuray Inc. From October 2015 until January 2016, Mr. Hair was an independent contractor for St. Jude Medical, which purchased Thoratec Corporation, and prior to that, from September 2015 until January 2016, Mr. Hair was the Vice President and Corporate Controller at Thoratec Corporation. From May 2012 to August 2012, Mr. Hair performed a similar role while he was the Senior Vice President Finance and Corporate Controller at Diamond Foods, Inc. Before joining Diamond Foods, Inc., Mr. Hair held positions of increasing responsibility at StoneTum Group, LLP, a financial consulting boutique and Deloitte, LLP. Mr. Hair holds a B.S. in accounting and a Master of Accountancy from Brigham Young University.

None of the aforementioned corporations is a parent, subsidiary or other affiliate of the Company. There is no arrangement or understanding between Mr. Hair and any other persons pursuant to which he was appointed as an officer of the Company, and there are no family relationships between Mr. Hair and any directors or executive officers of the Company.

Pursuant to the employment agreement between Mr. Hair and the Company, dated as of December 1, 2017 and effective as of January 5, 2018 (the “Employment Agreement”), Mr. Hair is entitled to receive: (i) an annual base salary of \$285,000; and (ii) an annual performance bonus, with a target bonus opportunity of 30% of his annual base salary. Annual performance bonus payments will be subject to achievement of any applicable bonus objectives and/or conditions determined in the discretion of the Board of Directors of the Company or any committee thereof.

Mr. Hair will also be granted an initial option to purchase 180,000 shares of the Company’s common stock with an exercise price per share equal to the per share closing trading price of the Company’s common stock on the date of date grant. Subject to Mr. Hair’s continued service with the Company, 25% of the total shares subject to the option shall vest on January 5, 2019, with 1/48th of the total number of share subject to the option vesting on each monthly anniversary thereafter.

Under the Employment Agreement, in the event Mr. Hair’s employment with the Company is terminated by the Company for any reason other than “cause” (as defined in the Employment Agreement) or he resigns his employment with the Company for “good reason” (as defined in the Employment Agreement), and Mr. Hair timely executes and does not revoke a general release of claims in favor of the Company, then Mr. Hair will receive the following: (i) a lump sum cash payment of Mr. Hair’s base salary equal to six months plus one additional month for each full year of his service to the Company (such number of months, the “Severance Period”); (ii) a prorated annual performance bonus based on actual achievement of applicable performance goals, payable at the same time annual performance bonuses are paid generally; (iii) company-paid COBRA premiums through the earlier of the Severance Period and when he becomes eligible for comparable replacement coverage; and (iv) any equity awards held by Mr. Hair will become vested and if applicable, exercisable with respect to that number of shares of the Company’s common stock that would have vested if Mr. Hair had remained employed by the Company during the Severance Period. In addition, upon the Company’s termination of Mr. Hair’s employment with the Company without cause or Mr. Hair’s resignation of employment with the Company for good reason within the period of time beginning three months prior to and ending on the first anniversary of the effective date of a “change in control” (as defined in the Employment Agreement), then any unvested equity awards will become fully vested and, if applicable, exercisable, and all restrictions and rights of repurchase on such awards will lapse with respect to all of the shares of the Company’s common stock subject thereto.

The forgoing description of the material terms of the Employment Agreement is qualified in its entirety by the full text of the agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Mr. Hair will also enter into the Company’s form indemnity agreement for directors, officers and certain employees, which provides, among other things, that the Company will indemnify such director, officer or employee, under the circumstances and to the extent provided for therein, for expenses including attorneys’ fees, judgments, fines and settlement amounts incurred by any of these individuals in such actions or proceedings.

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In connection with Mr. Hair's appointment to Chief Financial Officer, Charlotte Holland, the Company's current Chief Financial Officer, will remain employed by the Company to assist in the transition through January 31, 2018.

The Company issued a press release on December 11, 2017 announcing the appointment of Mr. Hair as the Company's Chief Financial Officer, and the Company is relying on Instruction 1 to Item 5.02(c) of Form 8-K with regard to the timing of the filing of this Current Report on Form 8-K on the day of the public announcement of Mr. Hair's appointment.

**Item 9.01 Financial Statements and Exhibits.**

The following exhibit is filed as part of this Current Report on Form 8-K.

<u>Exhibit</u> <u>No.</u>	<u>Description</u>
10.1#	<a href="#">Employment Agreement by and between Mark Hair and Restoration Robotics, Inc.</a>

# Indicates management contract or compensatory plan.

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**SIGNATURES**

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

**RESTORATION ROBOTICS, INC.**

Date: December 11, 2017

By: /s/ Ryan Rhodes

Ryan Rhodes  
President, Chief Executive Officer

RESTORATION ROBOTICS, INC.

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into by and between Mark Hair ("Executive") and Restoration Robotics, Inc. (the "Company") (together referred to herein as the "Parties"), dated as of December 1, 2017 and effective as of January 5, 2018 (the date Executive actually commences employment with the Company, the "Effective Date").

RECITALS

- A. The Company desires to assure itself of the services of Executive by engaging Executive to perform services under the terms hereof.
- B. Executive desires to provide services to the Company on the terms herein provided effective as of the Effective Date.
- C. Certain capitalized terms used in this Agreement are defined in Section 11 below.

In consideration of the foregoing, and for other good and valuable consideration, including the respective covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**1. Employment.**

- (a) General. The Company shall employ Executive as a full-time employee of the Company effective as of the Effective Date for the period and in the position set forth in this Section 1, and upon the other terms and conditions herein provided.
- (b) Position and Duties. Effective on the Effective Date, Executive: (i) shall serve as the Chief Financial Officer of the Company, with responsibilities, duties and authority usual and customary for such position, subject to direction by the Chief Executive Officer of the Company; (ii) shall report directly to the Chief Executive Officer of the Company; and (iii) agrees promptly and faithfully to comply with all present and future policies, requirements, directions, requests and rules and regulations of the Company in connection with the Company's business. Executive shall also serve in such other capacity or capacities as the Company may from time to time prescribe.
- (c) Location. Executive shall be based at the Company's offices located in San Jose, California, except for such travel as may be necessary to fulfill Executive's duties and responsibilities.
- (d) Exclusivity. Except with the prior written approval of the Chief Executive Officer of the Company (which the Chief Executive Officer of the Company may

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grant or withhold in his or her sole and absolute discretion), Executive shall devote Executive's entire working time, attention and energies to the business of the Company and shall not (i) accept any other employment or consultancy; (ii) serve on the board of directors or similar body of any other entity; or (iii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place Executive in a competing position to, that of the Company or any of its subsidiaries or affiliates. Notwithstanding the foregoing, Executive may devote reasonable time to unpaid activities such as supervision of personal investments and activities involving professional, charitable, educational, religious, civic and similar types of activities, speaking engagements and membership on committees, *provided* such activities do not individually or in the aggregate interfere with the performance of Executive's duties under this Agreement, violate the Company's standards of conduct then in effect, or raise a conflict under the Company's conflict of interest policies.

## **2. Compensation and Related Matters.**

(a) **Base Salary.** Executive's annual base salary (the "**Base Salary**") will be \$285,000, less payroll deductions and all required withholdings, payable in accordance with the Company's normal payroll practices. The Board or a committee of the Board shall review Executive's Base Salary periodically.

(b) **Bonus.** Executive will be eligible to receive a discretionary annual performance bonus, with a target achievement of thirty percent (30%) of Executive's then-Base Salary (the "**Annual Bonus**"), provided that such Annual Bonus may be less than the target achievement including zero. The Annual Bonus amount payable shall be based on the achievement of performance goals to be established by the Company, in its sole discretion. The Board or a committee of the Board shall review Executive's Annual Bonus periodically. Any Annual Bonus earned by Executive pursuant to this section shall be paid to Executive, less authorized deductions and required withholding obligations, within two and a half months following the end of the fiscal year to which the bonus relates. Any Annual Bonus earned for the current fiscal year during the Effective Date shall be pro-rated for the partial year of service. Executive hereby acknowledges and agrees that nothing contained herein confers upon Executive any right to an Annual Bonus in any calendar year, and that whether the Company pays Executive an Annual Bonus will be determined by the Board or a committee of the Board in its sole discretion.

(c) **Equity Awards.** Following the Effective Date, Executive shall be granted, subject to approval by the Board, an option to purchase 180,000 shares of the Company's common stock (the "**Option**"), with an exercise price per share equal to the fair market value of a share of the Company's common stock on the date of grant, *provided* that Executive is employed by the Company on the date of grant. Subject to Executive's continued service with the Company through the applicable vesting date, twenty five percent (25%) of the total number of shares subject to the Option shall vest on the first anniversary of the Effective Date and 1/48th of the total number of shares subject to the Option will vest on each monthly anniversary of the

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Effective Date thereafter. The Option, and any shares acquired upon exercise, will be subject to the terms and conditions of the Company's equity incentive plan and an option agreement to be entered into between Executive and the Company.

(d) Benefits. Executive may participate in such employee and executive benefit plans and programs as the Company may from time to time offer to provide to its executives, subject to the terms and conditions of such plans. Notwithstanding the foregoing, nothing herein is intended, or shall be construed, to require the Company to institute or continue any, or any particular, plan or benefits.

(e) Vacation. Executive shall be entitled to vacation, sick leave, holidays and other paid time-off benefits provided by the Company from time to time that are applicable to the Company's executive officers in accordance with Company policy. The opportunity to take paid time off is contingent upon Executive's workload and ability to manage Executive's schedule.

(f) Business Expenses. The Company shall reimburse Executive for all reasonable, documented, out-of-pocket travel and other business expenses incurred by Executive in the performance of Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures as in effect from time to time.

### **3. Termination.**

(a) At-Will Employment. The Company and Executive acknowledge that Executive's employment is and shall continue to be "at-will," as defined under applicable law. This means that it is not for any specified period of time and can be terminated by Executive or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that Executive's job duties, title and responsibility and reporting level, work schedule, compensation and benefits, as well as the Company's personnel policies and procedures, may be changed with prospective effect, with or without notice, at any time in the sole discretion of the Company. This "at-will" nature of Executive's employment shall remain unchanged during Executive's tenure as an employee and may not be changed, except in an express writing signed by Executive and a duly authorized member of the Company (other than Executive). If Executive's employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement.

(b) Deemed Resignation. Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, then held with the Company or any of its affiliates, and, at the Company's request, Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

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#### 4. Obligations upon Termination of Employment.

(a) Executive's Obligations. Executive hereby acknowledges and agrees that all Personal Property (as defined below) and equipment furnished to, or prepared by, Executive in the course of, or incident to, Executive's employment, belongs to the Company and shall be promptly returned to the Company upon termination of Executive's employment (and will not be kept in Executive's possession or delivered to anyone else). For purposes of this Agreement, "Personal Property" includes, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof (including computer files), keys, building card keys, company credit cards, telephone calling cards, computer hardware and software, laptop computers, docking stations, cellular and portable telephone equipment, personal digital assistant (PDA) devices, and all other proprietary information relating to the business of the Company or its subsidiaries or affiliates. Following termination, Executive shall not retain any written or other tangible material containing any proprietary information of the Company or its subsidiaries or affiliates. In addition, Executive shall continue to be subject to the Confidential Information Agreement. The representations and warranties contained herein and Executive's obligations under this Section 4(a) and the Confidential Information Agreement shall survive the termination of Executive's employment and the termination of this Agreement.

(b) Payments of Accrued Obligations upon Termination of Employment. Upon a termination of Executive's employment for any reason, Executive (or Executive's estate or legal representative, as applicable) shall be entitled to receive, within ten (10) days after the date Executive terminates employment with the Company (or such earlier date as may be required by applicable law): (i) any portion of Executive's Base Salary earned through Executive's termination date not theretofore paid, (ii) any expenses owed to Executive under Section 2(f) above, (iii) any accrued but unused vacation pay owed to Executive pursuant to Section 2(e) above, and (iv) any amount arising from Executive's participation in, or benefits under, any employee benefit plans, programs or arrangements under Section 2(d) above, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements.

(c) Severance Payments upon a Covered Termination. If Executive experiences a Covered Termination, and if Executive executes a general release of all claims against the Company and its affiliates in a form acceptable to the Company (a "Release of Claims") that becomes effective and irrevocable within sixty (60) days, or such shorter period of time specified by the Company, following such Covered Termination, then in addition to any accrued obligations payable under Section 4(b) above and subject to Executive's continued compliance with the Confidential Information Agreement, the Company shall provide Executive with the following:

(i) Severance. Executive shall be entitled to receive a lump sum cash payment of Executive's Base Salary at the rate in effect immediately prior to Executive's date of termination equal to six (6) months plus one additional month for each full year of Executive's service to the Company (such number of months, the "Severance Period"). Such payment shall be made, less applicable withholdings, on the first payroll date following the date the Release of

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Claims becomes effective and irrevocable. In addition, Executive shall be eligible to receive his or her annual bonus for the year in which the Covered Termination occurs to the extent earned based on the attainment of applicable performance goals as determined by the Board in its sole discretion following the end of the calendar year in which the Covered Termination occurs, pro-rated based on the total number of days elapsed in the calendar year as of the date of the Covered Termination. If and to the extent earned, such pro-rated bonus shall be paid out at the same time annual bonuses are paid generally to senior executives of the Company for the relevant year, less applicable withholdings, but in no event later than March 15<sup>th</sup> of the year immediately following that in which such pro-rated bonus is earned.

(ii) Continued Healthcare. The Company shall notify Executive of any right to continue group health plan coverage sponsored by the Company or an affiliate of the Company immediately prior to Executive's date of termination pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"). If Executive elects to receive such continued healthcare coverage, the Company shall directly pay, or reimburse Executive for, the premium for Executive and Executive's covered dependents, less the amount of Executive's monthly premium contributions for such coverage prior to termination, for the period commencing on the first day of the date of Executive's Covered Termination through the earlier of (A) the last day of the Severance Period following the date of the Covered Termination and (B) the date Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s). Executive agrees to notify the Company immediately if Executive becomes covered by a group health plan of a subsequent employer. After the Company ceases to pay premiums pursuant to this Section 4(c)(ii), Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance the provisions of COBRA.

(iii) Equity Acceleration. The vesting and, if applicable, exercisability shall be accelerated effective as of immediately prior to such Covered Termination with respect to that number of shares subject to Executive's then outstanding equity awards that would have become vested and, if applicable, exercisable during the period of time following the termination date as if Executive had remained employed by the Company equal to the Severance Period. Notwithstanding the foregoing, in the event the Covered Termination occurs during a Change in Control Period, the vesting and, if applicable, exercisability shall be accelerated effective as of immediately prior to such Covered Termination with respect to 100% of the shares subject to Executive's then outstanding equity awards.

(d) No Other Severance. The provisions of this Section 4 shall supersede in their entirety any severance payment or other arrangement provided by the Company, including, without limitation, any severance plan/policy of the Company.

(e) No Requirement to Mitigate; Survival. Executive shall not be required to mitigate the amount of any payment provided for under this Agreement by seeking other employment or in any other manner. Notwithstanding anything to the contrary in this Agreement, the termination of Executive's employment shall not impair the rights or obligations of any party

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(f) Certain Reductions. The Company shall reduce Executive's severance benefits under this Agreement, in whole or in part, by any other severance benefits, pay in lieu of notice, or other similar benefits payable to Executive by the Company in connection with Executive's termination, including but not limited to payments or benefits pursuant to (i) any applicable legal requirement, including, without limitation, the Worker Adjustment and Retraining Notification Act, or (ii) any Company policy or practice providing for Executive to remain on the payroll without being in active service for a limited period of time after being given notice of the termination of Executive's employment. The benefits provided under this Agreement are intended to satisfy, to the greatest extent possible, any and all statutory obligations that may arise out of Executive's termination of employment. Such reductions shall be applied on a retroactive basis, with severance benefits previously paid being recharacterized as payments pursuant to the Company's statutory obligation.

#### **5. Limitation on Payments.**

(a) Notwithstanding anything in this Agreement to the contrary, if any payment or distribution Executive would receive pursuant to this Agreement or otherwise ("Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amounts of the Payment are paid to Executive, which of the following alternative forms of payment would maximize Executive's after-tax proceeds: (A) payment in full of the entire amount of the Payment (a "Full Payment"), or (B) payment of only a part of the Payment so that Executive receives that largest Payment possible without being subject to the Excise Tax (a "Reduced Payment"), whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax (all computed at the highest marginal rate, net of the maximum reduction in federal income taxes which could be obtained from a deduction of such state and local taxes), results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment, notwithstanding that all or some portion the Payment may be subject to the Excise Tax.

(b) If a Reduced Payment is made pursuant to this Section 5, (i) the Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and Executive shall have no rights to any additional payments and/or benefits constituting the Payment, and (ii) reduction in payments and/or benefits will occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable to Executive. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting shall be canceled in the reverse order of the date of grant.

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(c) The independent registered public accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control shall make all determinations required to be made under this Section 5. If the independent registered public accounting firm so engaged by the Company is serving as accountant or auditor for the individual, group or entity effecting the Change in Control, the Company shall appoint a nationally recognized independent registered public accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such independent registered public accounting firm required to be made hereunder.

(d) The independent registered public accounting firm engaged to make the determinations hereunder shall provide its calculations, together with detailed supporting documentation, to the Company and Executive within thirty (30) calendar days after the date on which Executive's right to a Payment is triggered (if requested at that time by the Company or Executive) or such other time as requested by the Company. If the independent registered public accounting firm determines that no Excise Tax is payable with respect to a Payment, either before or after the application of the Reduced Amount, it shall furnish the Company and Executive with an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to such Payment. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive.

#### **6. Successors.**

(a) Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

**7. Notices.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or one day following mailing via Federal Express or similar overnight courier service. In the case of Executive, mailed notices shall be addressed to Executive at Executive's home address that the Company has on file for Executive. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of the General Counsel of the Company.

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**8. Dispute Resolution.** To ensure the timely and economical resolution of disputes that arise in connection with this Agreement, Executive and the Company agree that any and all controversies, claims and disputes arising out of or relating to this Agreement, including without limitation any alleged violation of its terms, shall be resolved solely and exclusively by final and binding arbitration held in Santa Clara County, California through Judicial Arbitration & Mediation Services (“JAMS”) in conformity with the then-existing JAMS employment arbitration rules and California law. The arbitrator shall: (a) provide adequate discovery for the resolution of the dispute; and (b) issue a written arbitration decision, to include the arbitrator’s essential findings and conclusions and a statement of the award. The arbitrator shall award the prevailing Party attorneys’ fees and expert fees, if any. Notwithstanding the foregoing, it is acknowledged that it will be impossible to measure in money the damages that would be suffered if the Parties fail to comply with any of the obligations imposed on them under Section 10(a) hereof, and that in the event of any such failure, an aggrieved person will be irreparably damaged and will not have an adequate remedy at law. Any such person shall, therefore, be entitled to injunctive relief, including specific performance, to enforce such obligations, and if any action shall be brought in equity to enforce any of the provisions of Section 10(a) of this Agreement, none of the Parties hereto shall raise the defense that there is an adequate remedy at law. Executive and the Company understand that by agreement to arbitrate any claim pursuant to this Section 8, they will not have the right to have any Claim decided by a jury or a court, but shall instead have any claim decided through arbitration. Executive and the Company waive any constitutional or other right to bring claims covered by this Agreement other than in their individual capacities. Except as may be prohibited by applicable law, the foregoing waiver includes the ability to assert claims as a plaintiff or class member in any purported class or representative proceeding.

**9. Section 409A.** The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date, (“Section 409A”) and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith. If the Company determines that any provision of this Agreement would cause Executive to incur any additional tax or interest under Section 409A (with specificity as to the reason therefor), the Company and Executive shall take commercially reasonable efforts to reform such provision to try to comply with or be exempt from Section 409A through good faith modifications to the minimum extent reasonably appropriate to conform with Section 409A, *provided* that any such modifications shall not increase the cost or liability to the Company. To the extent that any provision hereof is modified in order to comply with or be exempt from Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to Executive and the Company of the applicable provision without violating the provisions of Section 409A.

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(a) Separation from Service. Notwithstanding any provision to the contrary in this Agreement, no amount deemed deferred compensation subject to Section 409A of the Code shall be payable pursuant to Section 4 unless Executive's termination of employment constitutes a "separation from service" with the Company within the meaning of Section 409A ("Separation from Service") and, except as provided under Section 9(b) of this Agreement, any such amount shall not be paid, or in the case of installments, commence payment, until the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service. Any installment payments that would have been made to Executive during the sixty (60) day period immediately following Executive's Separation from Service but for the preceding sentence shall be paid to Executive on the sixtieth (60<sup>th</sup>) day following Executive's Separation from Service and the remaining payments shall be made as provided in this Agreement.

(b) Specified Employee. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed at the time of his or her Separation from Service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service or (ii) the date of Executive's death. Upon the first day of the seventh (7<sup>th</sup>) month following the date of the Executive's Separation from Service, all payments deferred pursuant to this Section 9(b) shall be paid in a lump sum to Executive, and any remaining payments due under this Agreement shall be paid as otherwise provided herein.

(c) Expense Reimbursements. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A, any such reimbursements payable to Executive pursuant to this Agreement shall be paid to Executive no later than December 31 of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(d) Installments. For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment.

#### **10. Miscellaneous Provisions.**

(a) Work Eligibility; Confidentiality Agreement. As a condition of Executive's employment with the Company, Executive will be required to provide evidence of Executive's identity and eligibility for employment in the United States. It is required that Executive brings the appropriate documentation with Executive at the time of employment. As a

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further condition of Executive's employment with the Company, Executive shall enter into and abide by the Company's Confidential Information and Invention Assignment Agreement (the "Confidential Information Agreement").

(b) Withholdings and Offsets. The Company shall be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges that the Company is required to withhold. The Company shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise. If Executive is indebted to the Company at his or her termination date, the Company reserves the right to offset any severance payments under this Agreement by the amount of such indebtedness.

(c) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized director or officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(d) Whole Agreement. This Agreement and the Confidential Information Agreement represent the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior arrangements and understandings regarding same, including, without limitation, any severance plan of the Company's.

(e) Amendment. This Agreement cannot be amended or modified except by a written agreement signed by Executive and an authorized member of the Company.

(f) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

(g) Severability. The finding by a court of competent jurisdiction of the unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal. Such court shall have the authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable term or provision that most accurately represents the intention of the parties hereto with respect to the invalid or unenforceable term or provision.

(h) Interpretation: Construction. The headings set forth in this Agreement are for convenience of reference only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but Executive has been encouraged to consult with, and has consulted with, Executive's own independent counsel and tax advisors with respect to the terms of this Agreement. The parties hereto acknowledge that each party hereto and its counsel has reviewed and revised, or had an opportunity to review and revise, this Agreement, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

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(i) Representations; Warranties. Executive represents and warrants that Executive is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that Executive's execution and performance of this Agreement will not violate or breach any other agreements between Executive and any other person or entity and that Executive has not engaged in any act or omission that could be reasonably expected to result in or lead to an event constituting "Cause" for purposes of this Agreement.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

**11. Definition of Terms**. The following terms referred to in this Agreement shall have the following meanings:

(a) Board. The "Board" means the Company's board of directors.

(b) Cause. "Cause" means any one or more of the following: (i) Executive's willful failure substantially to perform his duties and responsibilities to the Company or deliberate violation of a Company policy; (ii) Executive's commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in material injury to the Company; (iii) unauthorized use or disclosure by Executive of any proprietary information or trade secrets of the Company or any other party to whom Executive owes an obligation of nondisclosure as a result of his relationship with the Company; or (iv) Executive's willful breach of any of his obligations under any written agreement or covenant with the Company, including, without limitation, this Agreement or the Confidential Information Agreement. With respect to sub-clauses (i) and (iv) above, prior to terminating Executive for Cause (A) the Company shall provide written notice of the events and circumstances giving rise to Cause, (B) the Executive shall have 30 days to cure and (C) the Executive must have failed to cure within such 30 day cure period.

(c) Change in Control. "Change in Control" shall have the meaning set forth in the Company's 2017 Incentive Award Plan, as amended from time to time. Notwithstanding the foregoing, a Change in Control must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Section 409A. The Company shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control of the Company has occurred pursuant to the above definition, and the date of the occurrence of such Change in Control and any incidental matters relating thereto; *provided* that any exercise of authority is in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

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(d) Change in Control Period. “Change in Control Period” means the period of time commencing three (3) months prior to and ending on the first (1<sup>st</sup>) anniversary of the effective date of a Change in Control.

(e) Covered Termination. “Covered Termination” shall mean the termination of Executive’s employment either (i) by the Company other than for Cause or (ii) by Executive for Good Reason.

(f) Good Reason. “Good Reason” means Executive’s resignation from all positions he then holds with the Company that is effective within one-hundred twenty (120) days after the occurrence, without Executive’s written consent, of any of the following: (i) a material reduction in Executive’s Base Salary as in effect immediately prior to such reduction (other than in connection with a general reduction of base salaries applicable to all employees in similar positions not to exceed 10%); (ii) the relocation of Executive’s primary work location to a facility or a location more than fifty (50) miles from Executive’s then present location; (iii) a material reduction by the Company in the kind or level of employee benefits to which Executive was entitled immediately prior to such reduction with the result that Executive’s overall benefits package is significantly reduced (other than in connection with a general reduction of benefits applicable to all employees in similar positions); or (iv) the significant reduction of Executive’s duties, authority or responsibilities (taken as a whole), relative to Executive’s duties, authority or responsibilities as in effect immediately prior to such reduction, *provided*, that any change made solely as the result of the Company becoming a subsidiary or business unit of a larger company in a Change in Control shall not provide for Executive’s resignation for Good Reason hereunder. Notwithstanding the foregoing, a resignation shall not constitute a resignation for “Good Reason” unless the condition giving rise to such resignation continues more than thirty (30) days following Executive’s written notice of such condition provided to the Company within thirty (30) days of the first occurrence of such condition, and Executive’s resignation is effective not later than thirty (30) days after the expiration of such thirty (30) day cure period.

*(Signature page follows)*

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IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized member, as of the day and year set forth below.

**RESTORATION ROBOTICS, INC.**

By: /s/ Ryan Rhodes  
Title: President and Chief Executive Officer

Date: November 29, 2017

**EXECUTIVE**

/s/ Mark Hair  
Name: Mark Hair

Date: December 1, 2017

*Signature Page to Employment Agreement*