

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q/A  
(Amendment No. 1)

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2015

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-36763

**MEDOVEX CORP.**

(Exact Name of Registrant as Specified in Its Charter)

**Nevada**

(State or Other Jurisdiction  
of Incorporation or Organization)

**46-3312262**

(IRS Employer  
Identification Number)

**3279 Hardee Avenue**

**Atlanta, Georgia**

(Address of Principal Executive Offices)

**30341**

(Zip Code)

**(844) 633-6839**

(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files.)

Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

(Do not check if smaller reporting company)

Accelerated filer

Smaller Reporting Company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes  No

As of November 10, 2015, 11,250,064 shares of the registrant's common stock were outstanding.

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## **EXPLANATORY NOTE**

We are filing this Amendment No. 1 (this "Amendment") to our Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2015, originally filed with the Securities and Exchange Commission (the "SEC") on November 13, 2015 (the "Original Filing"), solely for the purpose of correcting a typographical error in Exhibit 32.1, Certification of Chief Executive Officer and Chief Financial Officer of the Registrant, which was previously furnished to the SEC with the Original Filing. Exhibit 32.1 furnished with the Original Filing inadvertently included a reference to June 30, 2015, rather than September 30, 2015. With this Amendment, we are hereby furnishing corrected Exhibit 32.1 and filing as Exhibits 31.1 and 31.2 the required certifications of our Chief Executive Officer and Chief Financial Officer, which have been re-executed as of the date hereof. We are also including with this Amendment the complete text of the Exhibit Index of the Original Filing as amended, and the exhibits identified as Exhibits 10.1 and 10.2 which were inadvertently omitted from the Original Filing.

This Amendment is limited in scope to the portions of the Original Filing discussed above and does not amend, update or change any other items or disclosures contained in the Original Filing. This Amendment continues to speak as of the date of the Original Filing and we have not updated the disclosures contained therein to reflect any events that occurred at any subsequent date.

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## EXHIBIT INDEX

31.1	Section 302 Certification of Principal Executive Officer*
31.2	Section 302 Certification of Principal Financial Officer*
32.1	Section 906 Certification of Principal Executive Officer and Principal Financial Officer***
10.1	Promissory note issued on November 9, 2015 in favor of Steve Gorlin*
10.2	Warrant issued on November 9, 2015 to Steve Gorlin*
101.INS	XBRL Instance Document ****
101.SCH	XBRL Taxonomy Extension Schema Document ****
101.CAL	XBRL Taxonomy Calculation Linkbase Document ****
101.LAB	XBRL Taxonomy Labels Linkbase Document ****
101.PRE	XBRL Taxonomy Presentation Linkbase Document ****
101.DEF	XBRL Definition Linkbase Document ****

\* Filed herewith.

\*\* Pursuant to Rule 406T of Regulation S-T adopted by the SEC, these interactive data files are deemed not filed or part of a registration statement or prospectus for purposes of Section 11 or 12 of the Securities Act of 1933, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, and otherwise are not subject to liability under these sections.

\*\*\* This certification is being furnished solely to accompany the Quarterly Report for the period ended September 30, 2015 pursuant to 18 U.S.C. Section 1350, and it is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934 and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

\*\*\*\* Previously filed with the Original Filing

**THE SECURITIES REPRESENTED BY THIS PROMISSORY NOTE (AND THE SECURITIES INTO WHICH IT IS CONVERTIBLE) HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING THESE SECURITIES UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT OR UNDER APPLICABLE STATE SECURITIES LAWS**

**5.5% CONVERTIBLE PROMISSORY NOTE**

\$2,000,000

November 9, 2015

For and in consideration of a loan in the principal amount of Two Million Dollars (\$2,000,000) by Steve Gorlin ("**Holder**") to **Medovex Corp.**, a Nevada corporation ("**Payor**" or the "**Company**"), receipt of which loan proceeds is hereby acknowledged, and for other value received, said Payor hereby promises to pay to said Holder, or his permitted assigns, the principal sum of Two Million Dollars (\$2,000,000), together with simple interest on the outstanding principal amount that has been advanced to the Company as provided herein at the rate of five and ½ percent (5.5%) per annum as herein provided not later than November 9, 2017 (the "**Maturity Date**"). Holder shall advance (i) One Million Dollars of the principal sum to Company on the date hereof and (ii) subject to a Mandatory Prepayment Event (as defined below) not having occurred, the remaining One Million Dollars of the principal sum to Company no later than March 1, 2016. Interest shall begin to accrue on the outstanding principal amount advanced to the Company on the date of such advance and shall be payable on a quarterly basis on the first day of January, April, July and October from the date of advance until the outstanding principal amount advanced hereunder is repaid in full or until converted into common stock of the Company (the "**Common Stock**") as provided herein. Interest shall be computed on the basis of a year of 365 days for the actual number of days elapsed. All cash payments of interest hereunder shall be in lawful money of the United States of America. Any conversion of interest into Common Stock shall be made at the Conversion Price of \$2.00 per share for the conversion of the principal of this Note into Common Stock as provided below. Upon payment in full of the amount of all interest payable hereunder (whether in cash or Common Stock) and conversion of the principal amount upon the occurrence of a Conversion Event (as provided herein) into Common Stock, this Note shall be surrendered to the Payor for cancellation. The total amount of unpaid principal and interest shall be paid in full upon the occurrence of a "**Mandatory Prepayment Event**" prior to the Maturity Date, which is defined as the occurrence of any one of a Qualified Financing Transaction, a Change in Control Transaction, or a Streamline Sale Transaction, all as more particularly defined hereinbelow.

1. This Note is issued pursuant to that certain 5.5% Convertible Promissory Note Subscription Agreement dated as of November 9, 2015, as may be amended (the "**Note Subscription Agreement**"), and is subject to its terms and conditions. However, in the event of any conflict between the terms of this Note and the Note Subscription Agreement, the terms of this Note shall govern.

2. (a) This Note is convertible at any time upon the election of the Holder, in whole or in part into that number of shares of Common Stock of the Company equal to the quotient of (a) the outstanding principal amount and accrued interest of this Note as of date of such election, divided by (b) \$2.00 subject to adjustment as hereinafter provided (the "**Conversion Price**"). If the Note is converted in part, the Company will issue to Holder a new Note on terms identical to this Note for the unconverted amount of the Note. Such voluntary election to convert by Holder is herein called a "**Voluntary Conversion**". Holder must give the Company written notice of its election, addressed to the Company at 1735 Buford Hwy Ste 215-113, Cumming, GA 30041, via hand delivery or overnight courier or electronic mail at [cfarrahar@medovex.com](mailto:cfarrahar@medovex.com). Notice shall be deemed given upon receipt.

Upon receipt of written notice from the Holder of a Voluntary Conversion, the applicable amount of outstanding principal and accrued interest under this Note shall be converted into Common Stock of the Company at the Conversion Price, without any further action by the Holder and whether or not the Note is surrendered to the Company or its transfer agent. The Company shall not be obligated to issue certificates evidencing the shares of the Common Stock issuable upon such conversion unless and until such Note is either delivered to the Company or its transfer agent, or Holder notifies the Company or its transfer agent that such Note has been lost, stolen or destroyed and executes an agreement satisfactory to the Company to indemnify the Company from any loss incurred by it in connection with such Note. The Company shall, as soon as practicable after such delivery, or such agreement and indemnification, issue and deliver at such office to the Holder, a certificate or certificates for the securities to which Holder shall be entitled and a check payable to the holder in the amount of any cash amounts payable as the result of a conversion into fractional shares, as determined by the board of directors of the Company. The person or persons entitled to receive securities issuable upon such conversion shall be treated for all purposes as the record holder or holders of such securities on such date.

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(b) The Conversion Price shall be subject to adjustment as follows. If at any time while Holder's conversion rights hereunder remain outstanding and unexpired, the Company:

(i) subdivides or combines its capital stock, the Conversion Price shall be proportionately decreased in the case of a subdivision or increased in the case of a combination;

(ii) pays a dividend generally with respect to its capital stock payable in shares of its capital stock, or makes any other distribution of its capital stock with respect to such capital stock, then the Conversion Price shall be adjusted, effective from and after the date of determination of shareholders entitled to receive such dividend or distribution, to that price determined by multiplying the Conversion Price in effect immediately prior to such date of determination by a fraction, (A) the numerator of which shall be the total number of shares of its capital stock outstanding immediately prior to such dividend or distribution (determined on a fully diluted, as converted basis – but not considering this Note), and (B) the denominator of which shall be the total number of shares of such capital stock outstanding immediately after such dividend or distribution (determined as aforesaid); or

(iii) sells or transfers any of its capital stock (except as may be provided for in Section (b)(i) and (ii) above, or in the case of an Excluded Issuance as defined below), for less than the then current Conversion Price per share, then the Conversion Price shall be decreased (but not increased) to a number equal to the quotient obtained by dividing X by Y where:

X equals the sum of: (a) the total number of shares of capital stock outstanding immediately prior to such issuance (including shares of capital stock receivable upon the exercise of currently exercisable options or warrants, but excluding this Note) multiplied by the then current Conversion Price; plus (b) the consideration received by the Company upon such issuance, and

Y equals the total number of shares of capital outstanding immediately after the issuance of such capital stock (including shares of capital stock receivable upon the exercise of currently exercisable options or warrants, but excluding this Note);

provided, however, that there cannot, under any circumstances, be an issuance of Common Stock pursuant to this Section 2(b)(iii), taken together with the shares of Common Stock issued upon exercise of the Warrant described in Section 12 below, that equals 20 percent or more of the Common Stock or voting power previously outstanding without prior shareholder approval.

(c) Anything herein to the contrary notwithstanding, there shall be no adjustment to the Conversion Price with respect to any Excluded Issuance. "**Excluded Issuance**" means all shares of stock and options outstanding on November 9, 2015 and any issuance or sale by the Company after November 9, 2015 of: (i) shares of Common Stock issued upon the exercise of this Note; (ii) shares of Common Stock and options, warrants or other rights to purchase Common Stock issued or issuable to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock grants, restricted stock purchase agreements, option plans, purchase plans, incentive programs or similar arrangements, or such greater number as may be approved by the Board of Directors; (iii) shares of Common Stock issued upon the conversion or exercise of options (other than options covered by clause (ii) above) or convertible securities issued prior to November 9, 2015, provided that such securities are not amended after the date hereof to increase the number of shares of Common Stock issuable thereunder or to lower the exercise or conversion price thereof; (iv) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Company 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 both the Board of Directors and the Holder; (v) shares issued in connection with the exercise of the conversion rights under the Warrant pursuant to Section 10 herein; (vi) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships approved by both the Board of Directors and the Holder; or (vii) any shares of Common Stock issued or issuable that has been approved by the Board of Directors and Holder.

3. In the event of a "**Qualified Financing Transaction**" (defined below), which occurs prior to the Maturity Date or any other Mandatory Prepayment Event, the outstanding principal balance and accrued and unpaid interest of this Note shall be payable in full. A "Qualified Financing Transaction shall have been deemed to occur upon the issuance by Payor of shares of its equity securities (including debt convertible into equity securities) on or before the Maturity Date in one transaction or a series of related or unrelated private placement transactions or public offerings resulting in aggregate gross cash proceeds to the Payor of not less than Four Million Dollars (\$4,000,000).

4. In the event of a "**Change in Control Transaction**" (as hereinafter defined) which occurs prior to the Maturity Date or any other Mandatory Prepayment Event, then, effective immediately prior to such Change in Control Transaction, the outstanding principal balance of this Note and all accrued and unpaid interest shall be payable in full.

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The term “Change in Control Transaction” means (A) a share exchange, consolidation or merger of the Company with or into any other entity or any other corporate reorganization whether or not the Company is the surviving entity (unless the stockholders of the Company immediately prior to such share exchange, consolidation, merger or reorganization hold in excess of fifty percent (50%) of the general voting power of the Company or the surviving entity, as the case may be); (B) a transaction or series of related transactions in which in excess of fifty percent (50%) of the Company’s general voting power is transferred to a third party (or group of affiliated third parties) that were not previously stockholders of the Company (other than in connection with an original issuance of shares of capital stock by the Company); or (C) a sale of all or substantially all of the assets of the Company (unless the stockholders of the Company immediately prior to such sale hold in excess of fifty percent (50%) of the general voting power of the purchasing party or parties). The determination of “*general voting power*” shall be based on the aggregate number of votes that are attributable to outstanding securities entitled to vote in the election of directors, general partners, managers or persons performing analogous functions to directors of the entity in question, without regard to contractual arrangements that establish a management structure or that vest the right to designate directors in certain parties.

5. In the event of a “*Streamline Sale Transaction*” (defined below) which occurs prior to the Maturity Date or any other Mandatory Prepayment Event, then, effective immediately upon the closing of such Streamline Sale Transaction, the outstanding principal balance of this Note and all accrued and unpaid interest shall be payable in full. As used herein, the term “*Streamline Sale Transaction*” means the closing of the sale of all or substantially all of the stock or assets of Streamline, Inc. a wholly-owned subsidiary of the Company.

6. Payor may prepay the principal amount of this Note, together with all accrued but unpaid interest thereon, prior to the Maturity Date without premium or penalty; provided that Payor gives written notice to Holder at least ten (10) days prior to the date that Payor prepays this Note.

7. If there shall be any Event of Default (as defined below) hereunder, at the option and upon the declaration of the Payor, this Note shall accelerate and all principal and unpaid accrued interest shall become due and payable and Payor shall pay all reasonable attorneys’ fees and court costs actually incurred by Holder in enforcing and collecting this Note. The occurrence of any one or more of the following shall constitute an “*Event of Default*”:

(a) Payor (i) fails to pay timely any accrued interest or other amounts due under this Note on the date the same becomes due and payable, and such amount remains unpaid for a period of ten (10) business days after written notice thereof from Holder, or (ii) fails to pay outstanding principal and all accrued interest upon the Maturity Date or any Mandatory Prepayment Event;

(b) Payor files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing; or

(c) An involuntary petition is filed against Payor (unless such petition is dismissed or discharged within sixty (60) days under any bankruptcy statute now or hereafter in effect), or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of Payor.

8. This Note shall be governed by construed and under the laws of the State of Georgia, without giving effect to conflicts of laws principles.

9. This Note may be transferred only upon (a) its surrender by Holder to the Company for registration of transfer, duly endorsed, or accompanied by a duly executed written instrument of transfer in form satisfactory to the Company and (b) compliance with applicable provisions of the Note Subscription Agreement, including (without limitation) the Company’s receipt, if it so requests, of an opinion of counsel as set forth in the Note Subscription Agreement. Thereupon, this Note shall be reissued to, and registered in the name of, the transferee, or a new Note for like principal amount and interest shall be issued to, and registered in the name of, the transferee. Interest and principal shall be paid solely to the registered holder of this Note. Such payment shall constitute full discharge of the Company’s obligation to pay such interest and principal.

10. This Note carries a Warrant in the form attached hereto as Exhibit A, which provides the Holder the right to purchase shares of Common Stock for a period of three (3) years from and after the date hereof.

11. The Holder shall be provided piggy back registration rights in accordance with the Registration Rights Agreement attached hereto as Exhibit B.

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**SIGNATURES ON FOLLOWING PAGE**

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**5.5% CONVERTIBLE PROMISSORY NOTE  
SIGNATURE PAGE**

This Note is hereby issued to Holder as of the date first above written.

**Medovex Corp.**

By: /s/ Jarrett Gorlin  
Name: Jarrett Gorlin  
Title: CEO

Acknowledged and Agreed to by Holder:

/s/ Steve Gorlin  
Steve Gorlin

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**EXHIBIT A**

**Warrant**

**(Attached.)**

**THIS WARRANT MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT AS SPECIFIED HEREIN. NEITHER THE RIGHTS REPRESENTED BY THIS WARRANT NOR THE SHARES ISSUABLE UPON THE EXERCISE HEREOF HAVE BEEN REGISTERED FOR OFFER OR SALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE LAW. SUCH RIGHTS AND SHARES MAY NOT BE SOLD OR OFFERED FOR SALE IN WHOLE OR IN PART EXCEPT IN ACCORDANCE WITH THE PROVISIONS HEREOF.**

Warrant No.: \_\_\_\_\_  
Warrant Shares: 500,000

Effective Date: November 9, 2015  
Warrant Exercise Price: \$2.20 per Share

**Medovex Corp.**

**Warrant to Purchase Common Stock**

Medovex Corp., a Nevada corporation (the "**Company**"), hereby certifies that Steve Gorlin, the registered holder hereof, or his permitted assigns (referred to herein as "**Holder**") is entitled, subject to the terms set forth below, to purchase from the Company upon surrender of this Warrant to Purchase Common Stock (the "**Warrant**"), at any time or times on or after the Exercise Date hereof but not after 5:00 P.M. (Eastern Standard Time) on the Expiration Date (as defined herein), all or any part of the Warrant Shares (as defined herein), of fully paid and nonassessable Common Stock (as defined herein) of the Company by payment of the applicable aggregate Warrant Exercise Price (as defined herein) in lawful money of the United States.

1. **Definitions.** The following words and terms as used in this Warrant shall have the following meanings:

(a) "**Assignment Form**" shall have the meaning given to such term in Section 12(h) of this Warrant.

(b) "**Common Stock**" means (i) the Company's common stock and (ii) any capital stock resulting from a reclassification of such "Common Stock."

(c) "**Company**" means Medovex Corp., a Nevada corporation.

(d) "**Convertible Securities**" means any securities issued by the Company which are convertible into or exchangeable for, directly or indirectly, shares of Common Stock.

(e) "**Effective Date**" means the date of this Warrant shown above on the face hereof.

(f) "**Exercise Date**" means any date on or after the Effective Date on which notice of exercise hereof is given by Holder.

(g) "**Expiration Date**" means the date which is three (3) years after the Effective Date.

(h) "**Holder**" shall have that meaning given to such term in the introductory paragraph of this Warrant.

(i) "**Market Price**" means the fair market value of one share of Common Stock determined as follows: (i) where there exists a public market for the Company's Common Stock at the time of such exercise, the fair market value per share shall be the average of the closing bid and asked prices of the Common Stock quoted in the Over-The-Counter Market Summary or the last reported sale price of the Common Stock or the closing price quoted on the NASDAQ National Market System or on any exchange on which the Common Stock is listed, whichever is applicable, for the five (5) trading days ending on the trading day prior to the date of determination of fair market value and (ii) if at any time the Common Stock is not listed on any domestic exchange or quoted in the NASDAQ System or the domestic over-the-counter market, the higher of (A) the book value thereof, as determined by any firm of independent public accountants of recognized standing selected by the Board of Directors, as at the last day as of which such determination shall have been made, or (B) the fair value thereof determined in good faith by the Board of Directors as of the date which is within fifteen (15) days of the date as of which the determination is to be made (in determining the fair value thereof, the Board of Directors shall consider stock market valuations and price to earnings ratios of comparable companies in similar industries).

(j) "**SEC**" means the Securities and Exchange Commission.

(k) "**Securities Act**" means the Securities Act of 1933, as amended.

(l) "**Subscription Notice**" shall have that meaning given to such term in Section 2(a) of this Warrant.

(m) "**Warrant**" shall have that meaning given to such term in the introductory paragraph of this document.

(n) "**Warrant Exercise Price**" shall initially be the dollar amount per share shown above on the face hereof, and shall be adjusted and readjusted from time to time as provided in this Warrant.

(o) "**Warrant Shares**" means the shares of Common Stock subject to this Warrant and shown above on the face hereof.

(p) Other Definitional Provisions.

(i) Except as otherwise specified herein, all references herein (A) to any person other than the Company, shall be deemed to include such person's successors and permitted assigns, (B) to the Company shall be deemed to include the Company's successors and (C) to any applicable law defined or referred to herein, shall be deemed references to such applicable law as the same may have been or may be amended or supplemented from time to time.

(ii) When used in this Warrant, the words "herein," "hereof," and "hereunder," and words of similar import, shall refer to this Warrant as a whole and not to any provision of this Warrant, and the words "Section," "Schedule," and "Exhibit" shall refer to Sections of, and Schedules and Exhibits to, this Warrant unless otherwise specified.

(iii) Whenever the context so requires the neuter gender includes the masculine or feminine, and the singular number includes the plural, and vice versa.

## 2. Exercise of Warrant.

(a) Subject to the terms and conditions hereof, this Warrant may be exercised in whole or in part, at any time during normal business hours on or after the Effective Date and prior to 5:00 p.m. (Eastern Standard Time) on the Expiration Date. The rights represented by this Warrant may be exercised by the Holder hereof then registered on the books of the Company, in whole or from time to time in part (except that this Warrant shall not be exercisable as to a fractional share), by: (i) delivery of a written notice, in the form of the subscription notice attached as Exhibit A hereto (the "**Subscription Notice**"), of such holder's election to exercise this Warrant, which notice shall specify the number of Warrant Shares to be purchased; (ii) payment to the Company of an amount equal to the Warrant Exercise Price multiplied by the number of Warrant Shares as to which the Warrant is being exercised (plus any applicable issue or transfer taxes) in cash, by wire transfer or by certified or official bank check; and (iii) the surrender of this Warrant, properly endorsed, at the principal office of the Company in Atlanta, Georgia (or at such other agency or office of the Company as the Company may designate by notice to the Holder); provided, that if such Warrant Shares are to be issued in any name other than that of the Holder, such issuance shall be deemed a transfer and the provisions of Section 12 shall be applicable. In the event of any exercise of the rights represented by this Warrant, a certificate or certificates for the Warrant Shares so purchased, registered in the name of, or as directed by, the Holder, shall be delivered to, or as directed by, the Holder within a reasonable time, not exceeding 15 days after the date on which such rights shall have been so exercised.

(b) Unless the rights represented by this Warrant shall have expired or have been fully exercised, the Company shall issue, within such 15 day period, a new warrant identical in all respects to the Warrant exercised except (x) such new Warrant shall represent rights to purchase the number of Warrant Shares purchasable immediately prior to such exercise under the Warrant exercised, less the number of Warrant Shares with respect to which such original Warrant was exercised, and (y) the Warrant Exercise Price thereof shall be, subject to further adjustment as provided in this Warrant, the Warrant Exercise Price of the Warrant exercised. The person in whose name any certificate for Warrant Shares is issued upon exercise of this Warrant shall for all purposes be deemed to have become the holder of record of such Warrant Shares immediately prior to the close of business on the date on which the Warrant was surrendered and payment of the amount due in respect of such exercise and any applicable taxes was made, irrespective of the date of delivery of such share certificate, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are properly closed, such person shall be deemed to have become the holder of such Warrant Shares at the opening of business on the next succeeding date on which the stock transfer books are open.

(c) In lieu of the Holder exercising this Warrant (or any portion hereof) for cash, it may, in connection with such exercise, elect to satisfy the Warrant Exercise Price by exchanging solely (x) this Warrant (or such portion hereof) for (y) that number of Warrant Shares equal to the product of (i) the number of Warrant Shares issuable upon such exercise of the Warrant (or, if only a portion of this Warrant is being exercised, issuable upon the exercise of such portion) for cash multiplied by (ii) a fraction, (A) the numerator of which is the Market Price per share of the Common Stock at the time of such exercise minus the Warrant Exercise Price per share of the Convertible Securities at the time of such exercise, and (B) the denominator of which is the Market Price per share of the Common Stock at the time of such exercise, such number of shares so issuable upon such exercise to be rounded up or down to the nearest whole number of Warrant Shares.

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### 3. Covenants as to Common Stock.

(a) The Company covenants and agrees that all Warrant Shares which may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued, fully paid and nonassessable. The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights then represented by this Warrant and that the par value of said shares will at all times be less than or equal to the applicable Warrant Exercise Price.

(b) If any shares of Common Stock reserved or to be reserved to provide for the exercise of the rights then represented by this Warrant require registration with or approval of any governmental authority under any federal or state law before such shares may be validly issued to the Holder, then the Company covenants that it will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be.

### 4. Adjustment of Warrant Exercise Price Upon Stock Splits, Dividends, Distributions and Combinations; and Adjustment of Number of Shares.

(a) In case the Company shall at any time split or subdivide its outstanding shares of Common Stock into a greater number of shares or issue a stock dividend (including any distribution of stock without consideration) or make a distribution with respect to outstanding shares of Common Stock or Convertible Securities payable in Common Stock or in Convertible Securities, the Warrant Exercise Price in effect immediately prior to such subdivision or stock dividend or distribution shall be proportionately reduced and conversely, in case the outstanding shares of Common Stock of the Company shall be combined into a smaller number of shares, the Warrant Exercise Price in effect immediately prior to such combination shall be proportionately increased, in each case, by multiplying the then effective Warrant Exercise Price by a fraction, the numerator of which shall be the total number of shares of Common Stock outstanding immediately prior to such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the denominator of which shall be the total number of shares of Common Stock, immediately after such subdivision, stock dividend, distribution or combination (determined on a fully diluted basis), and the product so obtained shall thereafter be the Warrant Exercise Price. For purposes of this Warrant, "on a fully diluted basis" means that all issued and outstanding capital stock of the Company, including all Convertible Securities, and all outstanding options and warrants, whether or not vested, shall be taken into account.

(b) Upon each adjustment of the Warrant Exercise Price as provided above in this Section 4, the Holder shall thereafter be entitled to purchase, at the Warrant Exercise Price resulting from such adjustment, the number of shares (calculated to the nearest tenth of a share) obtained by multiplying the Warrant Exercise Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment and dividing the product thereof by the Warrant Exercise Price immediately after such adjustment.

### 5. Reorganization, Reclassification, Issuance of Common Stock.

(a) In case of any capital reorganization, or of any reclassification of the capital stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a split-up or combination) or in case of the consolidation or merger of the Company with or into any other corporation (other than a consolidation or merger in which the Company is the continuing corporation and which does not result in the Common Stock being changed into or exchanged for stock or other securities or property of any other person), or of the sale of the properties and assets of the Company as, or substantially as, an entirety to any other corporation, this Warrant shall, after such capital reorganization, reclassification of capital stock, consolidation, merger or sale, entitle the Holder hereof to purchase the kind and number of shares of stock or other securities or property of the Company or of the corporation resulting from such consolidation or surviving such merger or to which such sale shall be made, as the case may be, to which the holder hereof would have been entitled if he had held the Common Stock issuable upon the exercise hereof immediately prior to such capital reorganization, reclassification of capital stock, consolidation, merger or sale, and, in any such case, appropriate provision shall be made with respect to the rights and interests of the holder of this Warrant to the end that the provisions thereof (including without limitation provisions for adjustment of the Warrant Exercise Price and of the number of shares purchasable upon the exercise of this Warrant) shall thereafter be applicable, as nearly as may be in relation to any shares of stock, securities, or assets thereafter deliverable upon the exercise of the rights represented hereby. The Company shall not effect any such consolidation, merger or sale, unless prior to or simultaneously with the consummation thereof the successor corporation (if other than the Company) resulting from such consolidation or merger of the corporation purchasing such assets shall assume by written instrument executed and mailed or delivered to the registered holder hereof at the address of such holder appearing on the books of the Company, the obligation to deliver to such holder such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to purchase.

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(b) In the event the Company shall, at any time after the Effective Date and prior to 5:00 p.m. (Eastern Standard Time) on the Expiration Date, issue any Common Stock, at a price per share less than the Warrant Exercise Price then in effect or without consideration, then immediately upon such issuance or sale (or deemed issuance or sale), the Warrant Exercise Price in effect immediately prior to such issuance or sale (or deemed issuance or sale) shall be reduced (and in no event increased) to a Warrant Exercise Price equal to the quotient obtained by dividing:

(i) the sum of (A) the product obtained by multiplying the number of outstanding shares of Common Stock immediately prior to such issuance or sale (or deemed issuance or sale) by the Warrant Exercise Price then in effect plus (B) the aggregate consideration, if any, received by the Company upon such issuance or sale (or deemed issuance or sale); by

(ii) the sum of (A) the number of outstanding shares of Common Stock immediately prior to such issuance or sale (or deemed issuance or sale) plus (B) the aggregate number of shares of Common Stock issued or sold (or deemed issued or sold) by the Company in such issuance or sale (or deemed issuance or sale).

(c) The number of Warrant Shares issuable upon the exercise of this Warrant immediately prior to any such adjustment described in Section 5(b) shall be increased to a number of Warrant Shares equal to the quotient obtained by dividing:

(i) the product of (A) the Warrant Exercise Price in effect immediately prior to any such adjustment multiplied by (B) the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to any such adjustment; by

(ii) the Warrant Exercise Price resulting from such adjustment.

provided, however, that there cannot, under any circumstances, be an issuance of Common Stock pursuant to this Section 5, taken together with the shares of Common Stock issued upon conversion of a certain 5.5% Convertible Promissory Note of even date herewith, that equals twenty percent (20%) or more of the Common Stock or voting power previously outstanding without prior shareholder approval.

Anything herein to the contrary notwithstanding, there shall be no adjustment to the Warrant Exercise Price or the number of Warrant Shares issuable upon exercise of this Warrant with respect to any Excluded Issuance. "**Excluded Issuance**" means all shares of stock and options outstanding on the Effective Date and any issuance or sale by the Company after the Effective Date of: (i) shares of Common Stock issued upon the exercise of this Warrant; (ii) shares of Common Stock and options, warrants or other rights to purchase Common Stock issued or issuable to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary pursuant to stock grants, restricted stock purchase agreements, option plans, purchase plans, incentive programs or similar arrangements, or such greater number as may be approved by the Board of Directors; (iii) shares of Common Stock issued upon the conversion or exercise of options (other than options covered by clause (ii) above) or Convertible Securities issued prior to the Effective Date, provided that such securities are not amended after the date hereof to increase the number of shares of Common Stock issuable thereunder or to lower the exercise or conversion price thereof; (iv) shares of Common Stock issued or issuable pursuant to the acquisition of another corporation by the Company 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 both the Board of Directors and Holder; (v) shares issued in connection with the exercise of the conversion rights under that certain 5.5% Convertible Promissory Note of even date herewith; (vi) shares of Common Stock issued or issuable in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships approved by both the Board of Directors and Holder; or (vii) any shares of Common Stock issued or issuable that has been approved by both the Board of Directors and Holder.

6. Notice of Adjustment of Warrant Exercise Price. Upon any adjustment of the Warrant Exercise Price, then the Company shall give prompt notice thereof to the Holder of this Warrant, which notice shall state the Warrant Exercise Price in effect after such adjustment and the increase, or decrease, if any, in the number of Warrant Shares purchasable at the Warrant Exercise Price upon the exercise of this Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based.

7. Computation of Adjustments. Upon each computation of an adjustment in the Warrant Exercise Price and the number of shares which may be subscribed for and purchased upon exercise of this Warrant, the Warrant Exercise Price shall be computed to the nearest cent (i.e. fraction of .5 of a cent, or greater, shall be rounded to the next highest cent) and the number of shares which may be subscribed for and purchased upon exercise of this Warrant shall be calculated to the nearest whole share (i.e. fractions of less than one half of a share shall be disregarded and fractions of one half of a share, or greater, shall be treated as being a whole share). No such adjustment shall be made however, if the change in the Warrant Exercise Price would be less than \$.001 per share, but any such lesser adjustment shall be made (i) at the time and together with the next subsequent adjustment which, together with any adjustments carried forward, shall amount to \$.001 per share or more, or (ii) if earlier, upon the third anniversary of the event for which such adjustment is required.

8. No Change in Warrant Terms on Adjustment. Irrespective of any adjustment in the Warrant Exercise Price or the number of shares of Common Stock issuable upon exercise hereof, this Warrant, whether theretofore or thereafter issued or reissued, may continue to express the same price and number of shares as are stated herein and the Warrant Exercise Price and such number of shares specified herein shall be deemed to have been so adjusted.

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9. Taxes. The Company shall not be required to pay any tax or taxes attributable to the initial issuance of the Warrant Shares or any transfer involved in the issue or delivery of any certificates for Warrant Shares in a name other than that of the registered holder hereof or upon any transfer of this Warrant.

10. Warrant Holder Not Deemed a Shareholder. No Holder, as such, of this Warrant shall be entitled to vote or receive dividends or be deemed the holder of shares of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the holder hereof, as such, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance of record to the holder of this Warrant of the Warrant Shares which he is then entitled to receive upon the due exercise of this Warrant.

11. No Limitation on Corporate Action. No provisions of this Warrant and no right or option granted or conferred hereunder shall in any way limit, affect or abridge the exercise by the Company of any of its corporate rights or powers to recapitalize, amend its Articles of Incorporation, reorganize, consolidate or merge with or into another corporation, or to transfer all or any part of its property or assets, or the exercise of any other of its corporate rights and powers.

12. Transfer; Opinions of Counsel; Restrictive Legends. To the extent applicable, each certificate or other document evidencing any of the Warrant Shares shall be endorsed with the legends set forth below, and Holder covenants that, except to the extent such restrictions are waived by the Company, Holder shall not transfer the Warrant Shares without complying with the restrictions on transfer described in the legends endorsed thereon;

(a) The following legend under the Securities Act:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER SUCH ACT UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."

(b) If required by the authorities of any state in connection with the issuance or sale of the Warrant Shares, the legend required by such state authority.

(c) The Company shall not be required (i) to transfer on its books either this Warrant or any Warrant Shares which shall have been transferred in violation of any of the provisions set forth in this Section 12, or (ii) to treat as owner of such Warrant Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Warrant Shares shall have been so transferred in violation of this Warrant.

(d) Any legend endorsed on a certificate pursuant to subsection (a) or (b) of this Section 12 shall be removed (i) if the Warrant Shares represented by such certificate shall have been effectively registered under the Securities Act or otherwise lawfully sold in a public transaction, or (ii) if the holder of such Warrant Shares shall have provided the Company with an opinion from counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that a public sale, transfer or assignment of the Warrant or the Warrant Shares may be made without registration.

(e) Any legend endorsed on a certificate pursuant to subsection (b) of this Section 12 shall be removed if the Company receives an order of the appropriate state authority authorizing such removal or if the Holder of the Warrant or the Warrant Shares provides the Company with an opinion of counsel, in form and substance reasonably acceptable to the Company and from attorneys reasonably acceptable to the Company, stating that such state legend may be removed.

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(f) Without in any way limiting the representations set forth above, Holder further agrees not to make any disposition of all or any portion of the Warrant at any time other than to an affiliate or associate of the Holder; provided, however, that such affiliate or associate transferee agrees in writing to be subject to the terms of this Section 12. In addition, the Holder agrees not to make any disposition of all or any portion of the Warrant Shares unless:

(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) Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and, if requested by the Company, (A) Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of the Warrant or any Warrant Shares under the Securities Act and (B) the transferee shall have furnished to the Company its agreement to abide by the restrictions on transfer set forth herein as if it were a purchaser hereunder.

(g) Notwithstanding the other provisions of this Section 12, no such registration statement or opinion of counsel shall be required for any transfer by a Holder, (i) if it is a partnership or a corporation, to a partner or pro rata to its equity holder(s) of such Holder (or a third party duly authorized to act on behalf of such Holder or its partners or equity holders), or (ii) if he or she is an individual, to members of such individual's family for estate planning purposes; provided, however, that the transferee agrees in writing to be subject to the terms of this Section 12.

(h) Upon delivery of the foregoing opinion of counsel (with respect to a transfer of the Warrant Shares) and the surrender of this Warrant to the Company at its principal office, together with (i) the assignment form annexed hereto as Exhibit B (the "**Assignment Form**") duly executed and (ii) funds sufficient to pay any transfer tax, the Company shall, if it determines such transfer is permitted by the terms of this Warrant, without additional charge, execute and deliver a new Warrant in the name of the assignee named in such instrument of assignment and this Warrant shall promptly be cancelled.

13. Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company shall, on such terms as to indemnity or otherwise as it may in its reasonable discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the mutilated or allegedly lost, stolen, or destroyed Warrant shall be at any time enforceable by anyone.

14. Representation of Holder. The Holder, by the acceptance hereof, represents that it is acquiring this Warrant, and the Warrant Shares, for its own account, for investment purposes, and not with a present view either to sell, distribute, or transfer, or to offer for sale, distribution, or transfer, any of the Warrant or the Warrant Shares, or any other securities issuable upon the exercise thereof.

15. Restricted Securities. The Holder understands that the Warrant and the Warrant Shares issuable upon exercise of the Warrant, will not be registered at the time of their issuance under the Securities Act for the reason that the sale provided for in this Warrant is exempt pursuant to Section 4(a)(2) of the Securities Act based on the representations of the Holder set forth herein. The Holder represents that it is experienced in evaluating companies such as the Company, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment and has the ability to suffer the total loss of the investment. The Holder further represents that it has had the opportunity to ask questions of and receive answers from the Company concerning the terms and conditions of the Warrant, the business of the Company, and to obtain additional information to such Holder's satisfaction. The Holder is an "Accredited Investor" within the meaning of Rule 501 of Regulation D under the Securities Act, as presently in effect.

16. Notices. All notices, requests and other communications that the Holder or the Company is required or elects to give hereunder shall be in writing and shall be deemed to have been given (a) upon personal delivery thereof, including by appropriate courier service, five (5) days after delivery to the courier or, if earlier, upon delivery against a signed receipt therefore or (b) upon transmission by email, which transmission is confirmed by recipient, in either case addressed to the party to be notified at the address set forth below or at such other address as such party shall have notified the other party hereto, by notice given in conformity with this Section 16.

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If to the Company:

Medovex Corp.  
3279 Hardee Avenue  
Atlanta, Georgia 30341  
Email: [cfarrahar@medovex.com](mailto:cfarrahar@medovex.com)

If to the Holder:

Steve Gorlin  
1234 Airport Road  
Suite 105  
Destin, Florida 32541  
[sgorlin@gorlincompanies.com](mailto:sgorlin@gorlincompanies.com)

17. Miscellaneous. This Warrant and any term hereof may be changed, waived, discharged, or terminated only by an instrument in writing signed by the party or holder hereof against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Warrant are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

18. Date. The Effective Date of this Warrant is the date shown on the first page above on the face hereof. This Warrant, in all events, shall be wholly void and of no effect after 5:00 p.m. (Eastern Standard Time) on the Expiration Date, except that notwithstanding any other provisions hereof, the provisions of Section 12 shall continue in full force and effect after such date as to any Warrant Shares or other securities issued upon the exercise of this Warrant.

19. Severability. If any provision of this Warrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Warrant.

20. Governing Law. This Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, without reference to its conflicts of law principles.

MEDOVEX CORP., a Nevada corporation

By: /s/ Jarrett Gorlin  
Name: Jarrett Gorlin  
Title: Chief Executive Officer

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**EXHIBIT A TO**  
**WARRANT**

**SUBSCRIPTION NOTICE**

*TO BE EXECUTED BY THE REGISTERED HOLDER IF SUCH REGISTERED HOLDER*

*DESIRES TO EXERCISE THIS WARRANT*

\_\_\_\_\_

The undersigned hereby exercises the right to purchase Warrant Shares covered by this Warrant according to the conditions thereof and herewith [makes payment of \$\_\_\_\_\_, the aggregate Warrant Exercise Price of such Warrant Shares in full] [tenders solely this Warrant, or applicable portion hereof, in full satisfaction of the Warrant Exercise Price upon the terms and conditions set forth herein.]

**INSTRUCTIONS FOR REGISTRATION OF STOCK**

Name \_\_\_\_\_  
(Please typewrite or print in block letters)

Address \_\_\_\_\_

**Holder Name:**

By: \_\_\_\_\_

Name:

Title:

[Net] Number of Warrant Shares Being  
Purchased \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_

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**EXHIBIT B TO**  
**WARRANT**

**ASSIGNMENT FORM**

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sells, assigns and transfers unto

Name \_\_\_\_\_  
(Please typewrite or print in block letters)

Address \_\_\_\_\_

the right to purchase Common Stock represented by this Warrant to the extent of shares as to which such right is exercisable and does hereby irrevocably constitute and appoint Attorney, to transfer the same on the books of the Company with full power of substitution in the premises.

Date \_\_\_\_\_, 20\_\_

Signature \_\_\_\_\_

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER****PURSUANT TO RULE 13a-14(a) UNDER****THE SECURITIES EXCHANGE ACT OF 1934**

I, Jarrett Gorlin, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2015, of MedoveX Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 20, 2015

/s/ Jarrett Gorlin

Jarrett Gorlin  
Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER****PURSUANT TO RULE 13a-14(a) UNDER****THE SECURITIES EXCHANGE ACT OF 1934**

I, Jeffery Wright, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2015, of MedoveX Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 20, 2015

/s/ Jeffery Wright

Jeffery Wright  
Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER AND  
CHIEF FINANCIAL OFFICER PURSUANT TO RULE 13a-14(b) UNDER  
THE SECURITIES EXCHANGE ACT OF 1934 AND SECTION 1350 OF  
CHAPTER 63 OF TITLE 18 OF THE UNITED STATES CODE**

Each of the undersigned, Jarrett Gorlin and Jeffery Wright, certifies pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and Section 1350 of Chapter 63 of Title 18 of the United States Code, that (1) this quarterly report on Form 10-Q for the quarter ended September 30, 2015, of MedoveX Corp. (the "Company") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934, and (2) the information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 20, 2015

/s/ Jarrett Gorlin  
Jarrett Gorlin  
Chief Executive Officer

/s/ Jeffery Wright  
Jeffery Wright  
Chief Financial Officer