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

AMENDMENT NO. 2 TO
FORM S-1
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

NEUROMETRIX, INC.

Delaware
(State or other jurisdiction of
incorporation or organization)

(Exact name of registrant as specified in its charter)
3841
(Primary Standard Industrial
Classification Code Number)

04-3308180
(I.R.S. Employer
Identification No.)

**62 Fourth Avenue
Waltham, Massachusetts 02451
(781) 890-9989**

(Address, including zip code, and telephone number,
including area code, of registrant's principal executive offices)

**Shai N. Gozani, M.D., Ph.D.
Chief Executive Officer
NeuroMetrix, Inc.
62 Fourth Avenue
Waltham, Massachusetts 02451
(781) 890-9989**

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

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. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Explanatory Note

The purpose of this Amendment No. 2 to the Registration Statement on Form S-1 (Registration No. 333-178165) (the "Registration Statement on Form S-1") is to file Exhibits 4.5 (replacing previously filed Exhibit 4.5 in its entirety), 4.6 and 10.19.2 to this Registration Statement on Form S-1. Accordingly, the prospectus that forms a part of the Registration Statement on Form S-1 is not reproduced in this Amendment No. 2. This Amendment No. 2 does not reflect events occurring after the filing of Amendment No. 1 to the Registration Statement on Form S-1, or modify or update the disclosures therein in any way other than as required to reflect the amendment set forth below.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than the placement agent fees, payable by us in connection with this offering. All expenses are estimated except the fees payable to the SEC and the Financial Industry Regulatory Authority (FINRA).

SEC registration fee	\$ 1,805
FINRA fee	2,075
Blue sky fees and expenses	5,000
Legal fees and expenses	130,000
Accounting fees and expenses	80,000
Printing expenses	20,000
Transfer agent fees	10,000
Miscellaneous	51,120
	<u>\$ 300,000</u>

Item 14. Indemnification of Directors and Officers

Our amended and restated certificate of incorporation provides that we shall indemnify, to the fullest extent authorized by the Delaware General Corporation Law, each person who is involved in any litigation or other proceeding because such person is or was our director or officer or is or was serving as an officer or director of another entity at our request, against all expense, loss or liability reasonably incurred or suffered in connection therewith. Our amended and restated certificate of incorporation provides that the right to indemnification includes the right to be paid expenses incurred in defending any proceeding in advance of its final disposition, provided, however, that such advance payment will only be made upon delivery to us of an undertaking, by or on behalf of the director or officer, to repay all amounts so advanced if it is ultimately determined that such director is not entitled to indemnification. If we do not pay a proper claim for indemnification in full within 10 days after we receive a written claim for such indemnification, our amended and restated certificate of incorporation and our restated bylaws authorize the claimant to bring an action against us and prescribe what constitutes a defense to such action.

Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any director or officer of the corporation against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in right of the corporation) brought by reason of the fact that such person is or was a director or officer of the corporation, if such person acted in good faith and in a manner that he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, if he or she had no reason to believe his or her conduct was unlawful. In a derivative action, (i.e., one brought by or on behalf of the corporation), indemnification may be provided only for expenses actually and reasonably incurred by any director or officer in connection with the defense or settlement of such an action or suit if such person acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be provided if such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine that the defendant is fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Pursuant to Section 102(b)(7) of the Delaware General Corporation Law, Article Seventh of our amended and restated certificate of incorporation eliminates the liability of a director to us or our stockholders for monetary damages for such a breach of fiduciary duty as a director, except for liabilities arising:

- from any breach of the director's duty of loyalty to us or our stockholders;
- from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- under Section 174 of the Delaware General Corporation Law; and
- from any transaction from which the director derived an improper personal benefit.

As permitted by Section 145 of the Delaware General Corporation Law, we carry insurance policies insuring our directors and officers against certain liabilities that they may incur in their capacity as directors and officers.

Item 15. Recent Sales of Unregistered Securities

In the three years preceding the filing of this registration statement, the Company has sold and issued the following unregistered securities:

Issuances of Capital Stock

On September 8, 2009, the Company entered into securities purchase agreements in connection with a private placement of its securities to certain institutional and other accredited investors pursuant to which the Company agreed to sell and issue common stock and warrants. The amounts and per share values of these securities have been adjusted to reflect the September 1, 2011 reverse split of the Company's common stock. The securities purchase agreements reflected (i) an aggregate of 1,469,420 newly issued shares of its common stock, par value \$0.0001 per share and (ii) warrants to purchase an aggregate of 1,395,949 shares of common stock. The sale of securities resulted in aggregate gross proceeds to the Company of approximately \$18.7 million. The net proceeds, after deducting offering expenses (including fees to the placement agent and co-agent), were approximately \$17.2 million. In addition, Canaccord Adams Inc. and Ladenburg Thalmann & Co., Inc., acted as placement agents and were issued warrants to purchase an aggregate of 34,531 shares of common stock. The placement agents' warrants are in the same form as those issued to participants in the private placement but the shares acquired upon exercise are not entitled to registration rights.

The common stock and warrants were sold as a unit for a price of \$12.72 and are exercisable until September 10, 2014. The warrants have an exercise price of \$13.20 per share, reflecting a 10% premium over the consolidated closing bid price for the Company's common stock as reported on the NASDAQ Global Market on September 4, 2009.

No underwriters were used in the foregoing transaction. The sales of securities described above were deemed to be exempt from registration pursuant to Section 4(2) of the Securities Act and/or Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering. All of the purchasers in this transaction represented to us in connection with their purchase that they were acquiring the securities for investment and not distribution, that they could bear the risks of the investment and could hold the securities for an indefinite period of time. Such purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration or an available exemption from such registration.

Item 16. Exhibits and Financial Statement Schedules

The exhibits filed with this registration statement are set forth on the exhibit index following the signature page and are incorporated by reference in their entirety into this item.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and, where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of these securities at that time shall be deemed to be the initial *bona fide* offering.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Amendment No. 2 to the Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Waltham, Commonwealth of Massachusetts, on January 31, 2012.

NEUROMETRIX, INC.

By /s/ Shai N. Gozani
Shai N. Gozani, M.D., Ph.D.
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the Registration Statement on Form S-1 has been signed by the following persons in the capacities and on the date indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
By: <u>/s/ Shai N. Gozani</u> Shai N. Gozani, M.D., Ph.D.	Chairman, President and Chief Executive Officer (Principal Executive Officer)	January 31, 2012
By: <u>/s/ Thomas T. Higgins</u> Thomas T. Higgins	Senior Vice President, Chief Financial Officer and Treasurer (Principal Financial Officer and Principal Accounting Officer)	January 31, 2012
By: <u>*</u> David E. Goodman, M.D.	Director	January 31, 2012
By: <u>*</u> Allen J. Hinkle M.D.	Director	January 31, 2012
By: <u>*</u> Nancy E. Katz	Director	January 31, 2012
By: <u>*</u> Charles R. LaMantia	Director	January 31, 2012
By: <u>*</u> Timothy R. Surgenor	Director	January 31, 2012
*By: <u>/s/ Thomas T. Higgins</u> Thomas T. Higgins, Attorney-in-fact		January 31, 2012

EXHIBIT INDEX

Exhibit Number	Description
2.1	Asset Purchase Agreement dated November 7, 2008 by and between NeuroMetrix, Inc. and Advanced diagnostics, LLC ⁽⁷⁾
3.1.1	Third Amended and Restated Certificate of Incorporation of NeuroMetrix, Inc. ⁽⁶⁾
3.1.2	Certificate of Designations for Series A Junior Cumulative Preferred Stock, par value \$0.001 per share ⁽⁴⁾
3.1.3	Certificate of Amendment to Restated Certificate of Incorporation of NeuroMetrix, Inc. dated September 1, 2011 ⁽¹⁸⁾
3.2.1	Second Amended and Restated Bylaws of NeuroMetrix, Inc. ⁽⁶⁾
3.2.2	Amendment No. 1 to Second Amended and Restated Bylaws of NeuroMetrix, Inc. ⁽³⁾
4.1	Specimen Certificate for Shares of Common Stock ⁽¹⁾
4.2.1	Shareholder Rights Agreement, dated as of March 7, 2007, between NeuroMetrix, Inc. and American Stock Transfer & Trust Company, as Rights Agent ⁽⁴⁾
4.2.2	Amendment to Shareholder Rights Agreement, dated September 8, 2009, between NeuroMetrix, Inc. and American Stock Transfer & Trust Company, as Rights Agent ⁽¹¹⁾
4.3	Form of Common Stock Purchase Warrant ⁽¹¹⁾
4.4	Form of First Addendum to Common Stock Purchase Warrant issued to investors pursuant to Securities Purchase Agreements dated September 8, 2009 ⁽¹³⁾
4.5*	Form of Unit Warrant to purchase Common Stock (replaces previously filed Exhibit 4.5 in its entirety)
4.6*	Form of Placement Agent Warrant
5.1**	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
10.1.1	Lease Agreement, dated October 18, 2000, between Fourth Avenue LLC and NeuroMetrix, Inc. ⁽¹⁾
10.1.2	Amendment Number One to Lease, dated February 22, 2008, between Fourth Avenue LLC and NeuroMetrix, Inc. ⁽¹⁵⁾
10.2.1	Loan and Security Agreement between NeuroMetrix, Inc. and Comerica Bank, dated March 5, 2010 ⁽¹⁶⁾
10.2.2	First Modification to Loan and Security Agreement between NeuroMetrix, Inc. and Comerica Bank, dated March 1, 2011 ⁽¹⁹⁾
10.3+	Amended and Restated 1996 Stock Option/Restricted Stock Plan ⁽¹⁾
10.4.1+	Amended and Restated 1998 Equity Incentive Plan ⁽¹⁾
10.4.3+	Second Amendment to Amended and Restated 1998 Equity Incentive Plan ⁽¹⁾
10.5+	Second Amended and Restated 2004 Stock Option and Incentive Plan ⁽⁸⁾
10.6.1+	Third Amended and Restated 2004 Stock Option and Incentive Plan ⁽¹⁰⁾
10.6.2+	Form of Restricted Stock Agreement pursuant to the Third Amended and Restated 2004 Stock Option and Incentive Plan ⁽¹⁶⁾
10.7+	2010 Employee Stock Purchase Plan ⁽¹⁷⁾
10.8+	2009 Non-Qualified Inducement Stock Plan ⁽²⁰⁾
10.9+	Form of Indemnification Agreement between NeuroMetrix, Inc. and each of its directors ⁽¹⁾
10.10.1+	Employment Agreement, dated June 21, 2004, by and between NeuroMetrix, Inc. and Shai N. Gozani, M.D., Ph.D. ⁽¹⁾
10.10.2+	First Amendment to Employment Agreement dated December 31, 2008, by and between NeuroMetrix, Inc. and Shai N. Gozani, M.D., Ph.D. ⁽⁹⁾

Exhibit Number	Description
10.10.3+	Indemnification Agreement dated June 21, 2004, by and between Shai N. Gozani, M.D., Ph.D., and NeuroMetrix, Inc. ⁽¹⁾
10.10.4+	NeuroMetrix, Inc. Non-Statutory Stock Option Agreement (pursuant to the Amended and Restated 1998 Equity Incentive Plan), dated as of June 21, 2004, by and between Shai N. Gozani M.D., Ph.D., and NeuroMetrix, Inc. ⁽¹⁾
10.11.1+	Letter Agreement, dated February 5, 2008 between NeuroMetrix, Inc. and Michael Williams, Ph.D. ⁽¹⁴⁾
10.11.2+	First Amendment to Letter Agreement, dated December 31, 2008, between NeuroMetrix, Inc. and Michael Williams, Ph.D. ⁽⁹⁾
10.12.1+	Letter Agreement, dated February 5, 2008, between NeuroMetrix, Inc. and Guy Daniello ⁽¹⁴⁾
10.12.2+	First Amendment to Letter Agreement, dated December 31, 2008, between NeuroMetrix, Inc. and Guy Daniello ⁽⁹⁾
10.13.1+	Letter Agreement, dated August 31, 2009, between NeuroMetrix, Inc. and Thomas T. Higgins ⁽¹²⁾
10.13.2+	Indemnification Agreement, dated September 10, 2009, by and between NeuroMetrix, Inc. and Thomas T. Higgins ⁽¹²⁾
10.14.1+	Letter Agreement, dated January 20, 2010, between NeuroMetrix, Inc. and Krishnamurthy Balachandran ⁽¹⁶⁾
10.14.2+	Indemnification Agreement, dated April 19, 2010, by and between NeuroMetrix, Inc. and Krishnamurthy Balachandran ⁽¹⁶⁾
10.15	Form of Securities Purchase Agreement, dated September 8, 2009 between the Company and each investor ⁽¹¹⁾
10.16†	Manufacturing and Supply Agreement, dated as of August 2, 2006, by and between Parlex Polymer Flexible Circuits, Inc. and NeuroMetrix, Inc. ⁽²⁾
10.17	Deferred Prosecution Agreement dated February 5, 2009 by and between NeuroMetrix, Inc and the United States Attorney's Office for the District of Massachusetts ⁽⁵⁾
10.18	Settlement Agreement and Release dated February 9, 2009 by and among NeuroMetrix, Inc. and the United States of America acting through the United States Attorney's Office for the District of Massachusetts and the Office of Inspector General of the United States Department of Health and Human Services ⁽⁵⁾
10.19.1**	Engagement Letter by and between NeuroMetrix, Inc. and Dawson James Securities, Inc., dated December 30, 2011
10.19.2*	First Amendment to Engagement Letter by and between NeuroMetrix, Inc. and Dawson James Securities, Inc., dated January 30, 2012.
10.20**	Form of Lock-Up Agreement
23.1**	Consent of PricewaterhouseCoopers LLP, an independent registered public accounting firm
23.2**	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (included in Exhibit 5.1)
24.1**	Power of Attorney (included on signature page to this registration statement)

* Filed herewith.

** Previously filed with Amendment No. 1 to this Registration Statement on Form S-1.

+ Indicates management contract or any compensatory plan, contract or arrangement.

† Portions of this Exhibit were omitted and have been filed separately with the Secretary of the SEC pursuant to the Registrant's application requesting confidential treatment thereof.

(1) Incorporated herein by reference to NeuroMetrix, Inc.'s Registration Statement on Form S-1 filed on May 13, 2004, as amended (Registration No. 333-115440).

- (2) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on August 2, 2006 (File No. 000-50856). Confidential treatment has been granted with respect to certain portions of this Exhibit, which portions have been omitted and filed separately with the Securities and Exchange Commission as part of an application for confidential treatment pursuant to the Securities Exchange Act of 1934, as amended.
- (3) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on September 17, 2007 (File No. 001-33351).
- (4) Incorporated herein by reference to NeuroMetrix, Inc.'s Form 8-A12(b) filed on March 8, 2007 (File No. 001-33351).
- (5) Incorporated hereby by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on February 10, 2009 (File No. 001-33351).
- (6) Incorporated herein by reference to NeuroMetrix, Inc.'s Registration Statement on Form S-8 filed on August 9, 2004 (File No. 333-118059).
- (7) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on November 26, 2008 (File No. 001-33351).
- (8) Incorporated herein by reference to Appendix A to NeuroMetrix, Inc.'s Proxy Statement on Schedule 14A filed on April 25, 2008 (File No. 001-33351).
- (9) Incorporated herein by reference to NeuroMetrix, Inc.'s Annual Report on Form 10-K filed on March 20, 2009 (File No. 001-33351).
- (10) Incorporated herein by reference to Appendix A to NeuroMetrix, Inc.'s Proxy Statement on Schedule 14A filed on April 24, 2009 (File No. 001-33351).
- (11) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed September 14, 2009 (File No. 001-33351).
- (12) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed September 15, 2009 (File No. 001-33351).
- (13) Incorporated herein by reference to NeuroMetrix, Inc.'s Quarterly Report on Form 10-Q filed November 12, 2009 (File No. 001-33351).
- (14) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on February 6, 2008 (File No. 001-33351).
- (15) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on February 27, 2008 (File No. 001-33351).
- (16) Incorporated herein by reference to NeuroMetrix, Inc.'s Quarterly Report on Form 10-Q filed on May 14, 2010 (File No. 001-33351).
- (17) Incorporated herein by reference to Appendix A to NeuroMetrix, Inc.'s Proxy Statement on Schedule 14A filed on April 8, 2010.
- (18) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on September 1, 2011 (File No. 001-33351).
- (19) Incorporated herein by reference to NeuroMetrix, Inc.'s Current Report on Form 8-K filed on March 3, 2011 (File No. 001-33351).
- (20) Incorporated herein by reference to NeuroMetrix, Inc.'s Registration Statement on Form S-8 filed on June 3, 2009 (File No. 333-159712).

THE SECURITIES REPRESENTED BY THIS WARRANT CERTIFICATE (INCLUDING THE SECURITIES ISSUABLE UPON EXERCISE OF THE WARRANT) ARE SUBJECT TO ADDITIONAL AGREEMENTS SET FORTH IN THE WARRANT AGENT AGREEMENT (THE "WARRANT AGENT AGREEMENT") DATED AS OF _____, 2012 BY AND BETWEEN THE COMPANY AND THE WARRANT AGENT NAMED THEREIN (THE "WARRANT AGENT").

STOCK PURCHASE WARRANT
TO SUBSCRIBE FOR AND PURCHASE COMMON STOCK OF
NEUROMETRIX, INC.

No. CSW- _____, 2012

CUSIP No.: 641255 112

THIS CERTIFIES THAT, for value received, _____, or registered assigns, (herein referred to as the "Purchaser" or "Holder"), is entitled to subscribe for and purchase from NEUROMetrix, Inc., a Delaware corporation (herein called the "Company"), at the exercise price specified below (subject to adjustment as noted below) at any time beginning on the date that is the earlier indicated in (1) below and ending on the date indicated in (2) below (subject to extension as provided below, the "Expiration Date"), (_____) fully paid and nonassessable shares ("Shares") of common stock, par value \$.0001 per share (herein the "Common Stock") (subject to adjustment as noted below). This Stock Purchase Warrant (this "Warrant") has been issued in a public offering of Units, consisting of shares of common stock and warrants, registered on the Company's Registration Statement on Form S-1 (the "Registration Statement") initially filed with the U.S. Securities and Exchange Commission (the "SEC") on November 23, 2011, as amended.

The warrant exercise price (subject to adjustment as noted below) shall be equal to the price per Share (the "Warrant Purchase Price") indicated in (3) below.

This Warrant is subject to the following provisions, terms and conditions:

- (1) Insert date that is 180 days after the date hereof:_____.
- (2) Insert date that is five years from the date hereof:_____.
- (3) Equal to % of the original purchase price paid for a Unit: .

1. EXERCISE OF WARRANT. The rights represented by this Warrant may be exercised by the holder hereof, in whole or in part, by written notice of exercise (the "Exercise Notice") delivered to the Warrant Agent and by the surrender of this Warrant (unless the Warrant is issued in book entry form), properly endorsed if required, to the Warrant Agent (or such other location specified by the Company) and upon payment to it by check or wire transfer of funds to an account specified by the Company of the Warrant Purchase Price for such Shares, or if available, pursuant to the cashless exercise procedure specified in Section 2 below. Such Exercise Notice shall be in the form set forth in Exhibit A-1 for Warrants held through the Depository Trust Company (the "DTC") or on the form set forth in Exhibit A-2 for Warrants not held through the DTC.



2. NET EXERCISE OF WARRANT. This Warrant may also be exercised in whole or in part, at such time by means of a "cashless exercise" in which the holder shall be entitled to receive a certificate for the number of Shares equal to the quotient obtained by dividing $[(A-B)(X)]$ by (A), where:

(A) = the VWAP on the trading day immediately preceding the date on which the holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Warrant Purchase Price, as adjusted hereunder; and

(X) = the number of Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Board of Directors of the Company and the holders of a majority in interest of the Warrants being exercised for which the calculation of VWAP is required in order to determine the exercise price of such Warrants.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE AMEX, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

3. BENEFICIAL OWNERSHIP.

(a) Notwithstanding anything to the contrary contained in this Warrant (other than the provisions of Section 3(b) below), the Company shall not effect any exercise of this Warrant, and a holder shall not have the right to exercise any portion of this Warrant to the extent (but only to the extent) that, after giving effect to such issuance after exercise, the holder (together with any person acting as a group with the holder or the holder's affiliates) would beneficially own in excess of 9.99% (the "Maximum Percentage") of the outstanding shares of Common Stock. To the extent the above limitation applies, the determination of whether this Warrant shall be exercisable (vis-à-vis other convertible, exercisable or exchangeable securities owned by the holder) and of which warrants shall be exercisable (as among all warrants owned by the holder) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. For the purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership and as to the determination of any group) shall be determined by the holder in accordance with Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations promulgated thereunder. The provisions of this paragraph shall be implemented in a manner otherwise than in strict conformity with the terms of this paragraph to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. Each delivery of an Exercise Notice by the holder will constitute a representation by the holder that it has evaluated the limitation set forth in this paragraph and determined that issuance of the full number of Shares requested by the holder in such Exercise Notice is permitted under this paragraph.

(b) The provisions of Section 3(a) above shall not apply to any exercise by any holder whose beneficial ownership of Common Stock immediately prior to the issuance of this Warrant (together with any person acting as a group with the holder and the holder's affiliates) exceeds the Maximum Percentage (an "Existing MP Holder"), provided, however, if at any time after the date hereof an Existing MP Holder and its affiliates and any other persons or entities whose beneficial ownership of Common Stock would be aggregated with such Holders for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the holder is a member, but excluding shares beneficially owned by virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein) shall collectively beneficially own the Maximum Percentage or less, then such holder may deliver a written notice to the Company (an "MP Notice") providing that such holder irrevocably elects to be subject to the provisions of Section 3(a).

(c) Notwithstanding anything to the contrary contained in this Warrant, the Company shall not effect any exercise of this Warrant (including if held by an Existing MP Holder that has not delivered an MP Notice), and a holder shall not have the right to exercise any portion of this Warrant to the extent (but only to the extent) that, after giving effect to such issuance after exercise, the holder (together with any person acting as a group with the holder or the holder's affiliates) would beneficially own in excess of 14.99% (the "Applicable Percentage") of the outstanding shares of Common Stock. To the extent the above limitation applies, the determination of whether this Warrant shall be exercisable (vis-à-vis other convertible, exercisable or exchangeable securities owned by the holder) and of which warrants shall be exercisable (as among all warrants owned by the holder) shall, subject to such Applicable Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. For the purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership and as to the determination of any group) shall be determined by the holder in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. The provisions of this paragraph shall be implemented in a manner otherwise than in strict conformity with the terms of this paragraph to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Applicable Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Applicable Percentage limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. . Each delivery of an Exercise Notice by the holder will constitute a representation by the holder that it has evaluated the limitation set forth in this paragraph and determined that issuance of the full number of Shares requested by the holder in such Exercise Notice is permitted under this paragraph.

4. ISSUANCE OF THE SHARES.

(a) The Company agrees that the Shares so purchased shall be and are deemed to be issued to the holder hereof as the record owner of such Shares as of the close of business on the date on which this Warrant shall have been surrendered and payment made for such Shares as aforesaid. Subject to the provisions of the preceding Section, within 10 business days after the rights represented by this Warrant shall have been exercised, the Company shall cause its transfer agent to issue the Shares so purchased to Purchaser in book-entry format and, unless instructed otherwise in writing by the Holders, shall be credited to the Holder's brokerage account through the DTC's Deposit Withdrawal at Custodian system as indicated on the attached Exhibit A. Any reference in this Warrant to the issuance of a certificate or the certificates representing the Shares shall also be deemed a reference to the book-entry issuance of such Shares. Unless this Warrant has expired, a new Warrant representing the number of Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be delivered to the Holder hereof or its nominee within such time.

(b) In addition to any other rights available to the Holder, if the Company fails to cause the Warrant Agent to transmit to the Holder a certificate or the certificates representing the Warrant Shares pursuant to an exercise on or before the Warrant Share Delivery Date (as defined in the Warrant Agent Agreement), and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm is required to purchase, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash or Shares, at the Company's exclusive option, to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000 in cash or shares of Common Stock, at the exclusive option of the Company. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss.

5. AUTHORIZATION OF SHARES. The Company represents and warrants that this Warrant has been duly authorized by all necessary corporate action, has been duly executed and delivered and is a legal and binding obligation of the Company, enforceable against the Company in accordance with the terms of this Warrant, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally. The Company covenants and agrees that all Shares which may be issued upon the exercise of the rights represented by this Warrant according to the terms hereof or represented by the Common Stock will, upon issuance and payment therefor, be duly authorized and 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 for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant, free from preemptive rights, rights of first refusal or other contingent purchase rights other than those held by a holder of this Warrant (as a result of holding this Warrant).

6. CHARGES, TAXES AND EXPENSES. The Company will pay any documentary stamp taxes attributable to the issuance of Shares of Common Stock upon the exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrants, or shares of Common Stock issued upon exercise of this Warrant, in a name other than that of the Purchaser. The Purchaser shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Shares of Common Stock upon exercise hereof.

7. ADJUSTMENTS OF WARRANT PURCHASE PRICE AND NUMBER OF SHARES; STOCK SPLITS, ETC. The above provisions are, however, subject to the following:

(a) The Warrant Purchase Price shall, from and after the date of issuance of this Warrant, be subject to adjustment from time to time as hereinafter provided. Upon each adjustment of the Warrant Purchase Price, the holder of this Warrant shall thereafter be entitled to purchase, at the Warrant Purchase Price resulting from such adjustment, the number of Shares obtained by multiplying the Warrant Purchase 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 Purchase Price resulting from such adjustment.

(b) In case the Company shall at any time subdivide its outstanding shares of Common Stock into a greater number of shares, the Warrant Purchase Price in effect immediately prior to such subdivision 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 Purchase Price in effect immediately prior to such combination shall be proportionately increased.

(c) Upon any adjustment of the Warrant Purchase Price or any adjustment of any material terms hereof, then and in each such case an officer of the Company shall, promptly after the occurrence of any event that requires an adjustment or readjustment, give signed written notice thereof, by first-class mail, postage prepaid, addressed to the registered holder of this Warrant at the address of such holder as shown on the books of the Company, which notice shall state the Warrant Purchase Price resulting from such adjustment, any material change in the terms of the Warrant, and the increase or decrease, if any, in the number of Shares purchasable at such 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.

8. NO STOCKHOLDER RIGHTS. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company.

9. FUNDAMENTAL TRANSACTION.

(a) If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any direct or indirect purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and such offer has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for securities other than the Company's securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of each Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 3 on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 3 on the exercise of this Warrant).

(b) For purposes of any such exercise, the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(c) The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Company under this Warrant and the other transaction documents in accordance with the provisions of this Section 9 pursuant to a written agreement in customary form and substance prior to such Fundamental Transaction and shall, at the option of the holder of this Warrant, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable, as applicable, for any Alternate Consideration and/or a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock issuable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other transaction documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other transaction documents with the same effect as if such Successor Entity had been named as the Company herein. For purposes of this Warrant, “Person” means an individual, sole proprietorship, corporation, partnership, limited partnership, limited liability company, association, joint venture, trust, statutory trust, unincorporated organization, estate or other mutual company, joint stock company, estate, union, employee organization, bank, trust company, land trust or other organization, whether or not a legal entity.

10. **TRANSFER OF WARRANTS.** Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company, together with a written assignment of this Warrant substantially in the form attached hereto as Exhibit B, duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Any such transfer shall be immediately recorded in the Company’s books, records and warrant register.

11. **SURRENDER.** This Warrant is exchangeable, upon the surrender hereof by the holder hereof at the principal office of the Company, for new Warrants of like tenor representing in the aggregate the right to subscribe for and purchase the number of Shares which may be subscribed for and purchased hereunder, each of such new Warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by said holder hereof at the time of such surrender.

12. **FRACTIONAL SHARES.** The Company will not be required upon the exercise of this Warrant to issue fractions of shares of Common Stock, but may, at its option, either (a) purchase such fraction for an amount in cash equal to the current value of such fraction computed on the basis of the closing market price of a share of Common Stock as quoted on the principal exchange or trading facility on which shares of Common Stock are traded on the trading day immediately preceding the day upon which this Warrant was surrendered for exercise in accordance with Section 1 hereof, or (b) issue the required share. By accepting this Warrant, the holder hereof expressly waives any right to receive any fractional share upon exercise of a Warrant, except as expressly provided in this Section 11.

13. **REGISTERED SECURITIES.** The Common Stock underlying this Warrant has been registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Common Stock issuable upon exercise of the Warrant may be transferred and sold in reliance on the Registration Statement. The Company will attempt to maintain the effectiveness of a current prospectus covering the Common Stock issuable upon exercise of the Warrants until the expiration of the Warrants.

If, however, the Registration Statement is no longer effective (including by reason of a post-effective amendment to the registration statement which has not yet been declared effective), then this Warrant may only be exercised on a cashless basis pursuant to Section 2 above, in which case the Shares to be issued shall not be registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"). In such case, the Shares shall, if required under the Securities Act, be subject to a stop transfer order and the certificate or certificates representing the Shares shall bear appropriate restrictive legends, unless such Shares are eligible for resale without restriction under the Securities Act.

14. **Warrant Agent.** American Stock Transfer and Trust Company, Inc. shall serve as Warrant Agent pursuant to the Warrant Agent Agreement. Upon 30 days' notice to the Holder, the Company may appoint a new Warrant Agent. Any corporation into which the Warrant Agent or any new warrant agent may be merged or any corporation resulting from any consolidation to which Warrant Agent or any new warrant agent shall be a party or any corporation to which Warrant Agent or any new warrant agent transfers substantially all of its corporate trust or stockholder services business shall be a successor Warrant Agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as Warrant Agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant register.

15. **GOVERNING LAW.** All questions concerning this Warrant will be governed and interpreted and enforced in accordance with the internal law, not the law of conflicts, of the State of Delaware.

16. **MISCELLANEOUS.** On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of any such loss, theft, destruction or mutilation of this Warrant, on delivery of an indemnity agreement reasonably satisfactory in form to the Company or, in the case of mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or Sunday, or shall be a legal U.S. or New York state holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or holiday. The invalidity or unenforceability of any provision of this Warrant shall in no way affect the validity or enforceability of any other provisions of this Warrant, or the Agreement.

17. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered (A) if within the United States, by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or by facsimile, or (B) if from outside the United States, by International Federal Express (or comparable service) or facsimile, and shall be deemed given (i) if delivered by first-class registered or certified mail domestic, upon the business day received, (ii) if delivered by nationally recognized overnight carrier, one (1) business day after timely delivery to such carrier, (iii) if delivered by International Federal Express (or comparable service), two (2) business days after so mailed, (iv) if delivered by facsimile, upon electric confirmation of receipt. Notices to the Company pursuant to this Warrant shall be delivered to the address set forth on the signature page hereof, until another address is designated in writing by the Company. Notices to the holder pursuant to this Warrant shall be delivered to the address set forth in the Company's records, until another address is designated in writing by the holder.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer and this Warrant to be dated as of the date set forth above.

Address: NEUROMETRIX, INC.

By

Name:

Title:

Countersigned by:

as Warrant Agent

By: _____

Name: _____

Title: _____

EXHIBIT A-1

EXERCISE NOTICE

**FOR HOLDERS
HOLDING WARRANTS THROUGH THE DEPOSITORY TRUST COMPANY**

Warrant CUSIP No. [_____]
Common Stock CUSIP No. _____
TO BE COMPLETED BY DIRECT PARTICIPANT
IN THE DEPOSITORY TRUST COMPANY
(To be executed upon exercise of the Warrant(s))

The undersigned hereby irrevocably elects to exercise the right, represented by a Global Warrant Certificate (or book-entry) held for its benefit through The Depository Trust Company (the "Depository"), to purchase _____ shares of Common Stock of NeuroMetrix, Inc. and (check one or both):

- herewith tenders in payment for such shares an amount of \$_____ by certified or official bank check made payable to the order of NeuroMetrix, Inc. or by wire transfer in immediately available funds to an account arranged with NeuroMetrix, Inc.; and/or
- herewith tenders the Warrant(s) for _____ shares of Common Stock pursuant to the cashless exercise provision of Section 2 of the Warrant.

Please check below if this exercise is contingent upon the consummation of a Fundamental Transaction as provided in Section 9 of the Warrant:

- This exercise is being made in connection with a Fundamental Transaction; provided, that in the event the Fundamental Transaction shall not be consummated, then this exercise shall be deemed to be revoked.

The undersigned requests that the shares of Common Stock issuable upon exercise of the Warrant(s) be in registered form in the authorized denominations, registered in such names and delivered, all as specified in accordance with the instructions set forth below; provided, that if the shares of Common Stock are evidenced by global securities, the shares of Common Stock shall be registered in the name of the Depository or its nominee.

Dated: _____, 20__

THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. ALL CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS AS SIGNED TO THEM IN THE WARRANT.

Name of any person who solicited exercise of the Warrant(s): _____

NAME OF DIRECT PARTICIPANT IN THE DEPOSITORY:

Account Name: _____
(Please Print)

Address: _____

Contact Name: _____

Telephone: _____

Email: _____

Fax: _____

Soc. Security No./ID No. _____

Account from which Warrant(s) are Being Delivered: _____

Depository Account Number: _____

Account to which the Shares of Common Stock are to be Credited: _____

Depository Account Number: _____

**FILL IN FOR WARRANT HOLDER DELIVERING WARRANT(S), IF
OTHER THAN THE DIRECT PARTICIPANT:**

**FILL IN FOR DELIVERY OF THE COMMON STOCK, IF OTHER
THAN TO THE PERSON DELIVERING THIS WARRANT
EXERCISE NOTICE:**

Acct. Name:

Acct. Name:

Contact Name:

Contact Name:

Address:

Address:

Telephone:

Telephone:

Email:

Email:

Fax:

Fax:

Soc Security No./ID No.

Soc. Security No./ID No.

Signature: _____

Name: _____

Capacity in which Signing: _____

Signature Guaranteed By: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

EXHIBIT A-2

**EXERCISE NOTICE
FOR HOLDERS
HOLDING BOOK-ENTRY WARRANTS
OTHER THAN THROUGH THE DEPOSITORY TRUST COMPANY**

Warrant CUSIP No. [_____]
Common Stock CUSIP No. _____
(To be executed upon exercise of the Warrant(s))

The undersigned hereby irrevocably elects to exercise the right, represented by the Book-Entry Warrant(s), to purchase shares of Common Stock of NeuroMetrix, Inc. and (check one or both):

- herewith tenders in payment for _____ shares of Common Stock an amount of \$_____ by certified or official bank check made payable to the order of NeuroMetrix, Inc. or by wire transfer in immediately available funds to an account arranged with NeuroMetrix, Inc.; and/or
- herewith tenders the Warrant(s) for _____ shares of Common Stock pursuant to the cashless exercise provision of Section 2 of the Warrant.

Please check below if this exercise is contingent upon the consummation of a Fundamental Transaction as provided in Section 9 of the Warrant:

- This exercise is being made in connection with a Fundamental Transaction; provided, that in the event the Fundamental Transaction shall not be consummated, then this exercise shall be deemed to be revoked.

The undersigned requests that a statement representing the shares of Common Stock issued upon exercise of the Warrant(s) be delivered in accordance with the instructions set forth below.

Dated: _____, 20__

THIS EXERCISE NOTICE MUST BE DELIVERED TO THE WARRANT AGENT, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. ALL CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS AS SIGNED TO THEM IN THE WARRANT.

Name of any person who solicited exercise of the Warrant(s): _____

THE UNDERSIGNED REQUESTS THAT A STATEMENT REPRESENTING THE SHARES OF COMMON STOCK BE DELIVERED AS FOLLOWS:

Name: _____
(Please Print)

Address: _____

Telephone: _____

Fax: _____

Social Security Number or Other Taxpayer Identification Number (if applicable): _____

IF SAID NUMBER OF SHARES SHALL NOT BE ALL THE SHARES PURCHASABLE UNDER THE WARRANT(S), THE UNDERSIGNED REQUESTS THAT NEW BOOK-ENTRY WARRANT(S) REPRESENTING THE BALANCE OF SUCH WARRANT(S) SHALL BE REGISTERED AS FOLLOWS:

Name: _____
(Please Print)

Address: _____

Telephone: _____

Fax: _____

Social Security Number or Other Taxpayer Identification Number (if applicable): _____

Signature: _____

Name: _____

Capacity in which Signing: _____

SIGNATURE GUARANTEED BY: _____

Signatures must be guaranteed by a participant in the Securities Transfer Agent Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program.

Exhibit B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

Name:

(Please Print)

Address:

(Please Print)

Dated:

Holder's Signature:

Holder's Address:

Signature Guaranteed:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever and must be guaranteed by a bank or trust company. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

STOCK PURCHASE WARRANT
TO SUBSCRIBE FOR AND PURCHASE COMMON STOCK OF
NEUROMETRIX, INC.

No. CSW-

, 2012

THIS CERTIFIES THAT, for value received, Dawson James Securities, Inc., or registered assigns, (herein referred to as the "Purchaser" or "Holder"), is entitled to subscribe for and purchase from NEUROMetrix, Inc., a Delaware corporation (herein called the "Company"), at the exercise price specified below (subject to adjustment as noted below) at any time beginning on the date indicated in (1) below and ending on the date indicated in (2) below (subject to extension as provided below, the "Expiration Date"), (_____) fully paid and nonassessable shares ("Shares") of common stock, par value \$.0001 per share (herein the "Common Stock") (subject to adjustment as noted below). This Stock Purchase Warrant (this "Warrant") has been registered on the Company's Registration Statement on Form S-1 (the "Registration Statement") filed with the U.S. Securities and Exchange Commission (the "SEC") on November 23, 2011, as amended.

The warrant exercise price (subject to adjustment as noted below) shall be \$_____ per Share (the "Warrant Purchase Price").

This Warrant is subject to the following provisions, terms and conditions:

- (1) Insert date that is twelve months after the date hereof: _____
- (2) Insert date that is five years from the effective date of the Registration Statement: _____

1. EXERCISE OF WARRANT. The rights represented by this Warrant may be exercised by the holder hereof, in whole or in part, by written notice of exercise (the "Exercise Notice") delivered to the Company and by the surrender of this Warrant (unless the Warrant is issued in book entry form), properly endorsed if required, to the offices of the Company (or such other location specified by the Company) and upon payment to it by check or wire transfer of funds to an account specified by the Company of the Warrant Purchase Price for such Shares, or if available, pursuant to the cashless exercise procedure specified in Section 2 below. Such Exercise Notice shall be in the form set forth in Exhibit A.

2. NET EXERCISE OF WARRANT. This Warrant may also be exercised in whole or in part, at such time by means of a "cashless exercise" in which the holder shall be entitled to receive a certificate for the number of Shares equal to the quotient obtained by dividing $[(A-B)(X)]$ by (A), where:

- (A) = the VWAP on the trading day immediately preceding the date on which the holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;
-

(B) = the Warrant Purchase Price, as adjusted hereunder; and

(X) = the number of Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the OTC Bulletin Board is not a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTC Bulletin Board, (c) if the Common Stock is not then listed or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by Pink OTC Markets, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Board of Directors of the Company and the holders of a majority in interest of the Warrants being exercised for which the calculation of VWAP is required in order to determine the exercise price of such Warrants.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE AMEX, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

3. BENEFICIAL OWNERSHIP.

(a) Notwithstanding anything to the contrary contained in this Warrant (other than the provisions of Section 3(b) below), the Company shall not effect any exercise of this Warrant, and a holder shall not have the right to exercise any portion of this Warrant to the extent (but only to the extent) that, after giving effect to such issuance after exercise, the holder (together with any person acting as a group with the holder or the holder's affiliates) would beneficially own in excess of 9.99% (the "Maximum Percentage") of the outstanding shares of Common Stock. To the extent the above limitation applies, the determination of whether this Warrant shall be exercisable (vis-à-vis other convertible, exercisable or exchangeable securities owned by the holder) and of which warrants shall be exercisable (as among all warrants owned by the holder) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. For the purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership and as to the determination of any group) shall be determined by the holder in accordance with Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations promulgated thereunder. The provisions of this paragraph shall be implemented in a manner otherwise than in strict conformity with the terms of this paragraph to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. Each delivery of an Exercise Notice by the holder will constitute a representation by the holder that it has evaluated the limitation set forth in this paragraph and determined that issuance of the full number of Shares requested by the holder in such Exercise Notice is permitted under this paragraph.

(b) The provisions of Section 3(a) above shall not apply to any exercise by any holder whose beneficial ownership of Common Stock immediately prior to the issuance of this Warrant (together with any person acting as a group with the holder and the holder's affiliates) exceeds the Maximum Percentage (an "Existing MP Holder"), provided, however, if at any time after the date hereof an Existing MP Holder and its affiliates and any other persons or entities whose beneficial ownership of Common Stock would be aggregated with such Holders for purposes of Section 13(d) of the Exchange Act (including shares held by any "group" of which the holder is a member, but excluding shares beneficially owned by virtue of the ownership of securities or rights to acquire securities that have limitations on the right to convert, exercise or purchase similar to the limitation set forth herein) shall collectively beneficially own the Maximum Percentage or less, then such holder may deliver a written notice to the Company (an "MP Notice") providing that such holder irrevocably elects to be subject to the provisions of Section 3(a).

(c) Notwithstanding anything to the contrary contained in this Warrant, the Company shall not effect any exercise of this Warrant (including if held by an Existing MP Holder that has not delivered an MP Notice), and a holder shall not have the right to exercise any portion of this Warrant to the extent (but only to the extent) that, after giving effect to such issuance after exercise, the holder (together with any person acting as a group with the holder or the holder's affiliates) would beneficially own in excess of 14.99% (the "Applicable Percentage") of the outstanding shares of Common Stock. To the extent the above limitation applies, the determination of whether this Warrant shall be exercisable (vis-à-vis other convertible, exercisable or exchangeable securities owned by the holder) and of which warrants shall be exercisable (as among all warrants owned by the holder) shall, subject to such Applicable Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. For the purposes of this paragraph, beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership and as to the determination of any group) shall be determined by the holder in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder. The provisions of this paragraph shall be implemented in a manner otherwise than in strict conformity with the terms of this paragraph to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Applicable Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Applicable Percentage limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. . Each delivery of an Exercise Notice by the holder will constitute a representation by the holder that it has evaluated the limitation set forth in this paragraph and determined that issuance of the full number of Shares requested by the holder in such Exercise Notice is permitted under this paragraph.

4. ISSUANCE OF THE SHARES.

(a) The Company agrees that the Shares so purchased shall be and are deemed to be issued to the holder hereof as the record owner of such Shares as of the close of business on the date on which this Warrant shall have been surrendered and payment made for such Shares as aforesaid. Subject to the provisions of the preceding Section, within 10 business days after the rights represented by this Warrant shall have been exercised, the Company shall cause its transfer agent to issue the Shares so purchased to Purchaser in book-entry format and, unless instructed otherwise in writing by the Holders, shall be credited to the Holder's brokerage account through the DTC's Deposit Withdrawal at Custodian system as indicated on the attached Exhibit A. Any reference in this Warrant to the issuance of a certificate or the certificates representing the Shares shall also be deemed a reference to the book-entry issuance of such Shares. Unless this Warrant has expired, a new Warrant representing the number of Shares, if any, with respect to which this Warrant shall not then have been exercised shall also be delivered to the Holder hereof or its nominee within such time.

(b) In addition to any other rights available to the Holder, if the Company fails to cause the transfer agent for the Warrant Shares to transmit to the Holder a certificate or the certificates representing the Warrant Shares pursuant to an exercise on or before the ten business days from the date the Company receives a completed Exercise Notice and payment of the Warrant Purchase Price, and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm is required to purchase, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash or Shares, at the Company's exclusive option, to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000 in cash or shares of Common Stock, at the exclusive option of the Company. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss.

5. AUTHORIZATION OF SHARES. The Company represents and warrants that this Warrant has been duly authorized by all necessary corporate action, has been duly executed and delivered and is a legal and binding obligation of the Company, enforceable against the Company in accordance with the terms of this Warrant, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally. The Company covenants and agrees that all Shares which may be issued upon the exercise of the rights represented by this Warrant according to the terms hereof or represented by the Common Stock will, upon issuance and payment therefor, be duly authorized and 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 for the purpose of issue or transfer upon exercise of the subscription rights evidenced by this Warrant, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant, free from preemptive rights, rights of first refusal or other contingent purchase rights other than those held by a holder of this Warrant (as a result of holding this Warrant).

6. CHARGES, TAXES AND EXPENSES. The Company will pay any documentary stamp taxes attributable to the issuance of Shares of Common Stock upon the exercise of this Warrant; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the registration of any certificates for Warrants, or shares of Common Stock issued upon exercise of this Warrant, in a name other than that of the Purchaser. The Purchaser shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Shares of Common Stock upon exercise hereof.

7. ADJUSTMENTS OF WARRANT PURCHASE PRICE AND NUMBER OF SHARES; STOCK SPLITS, ETC. The above provisions are, however, subject to the following:

(a) The Warrant Purchase Price shall, from and after the date of issuance of this Warrant, be subject to adjustment from time to time as hereinafter provided. Upon each adjustment of the Warrant Purchase Price, the holder of this Warrant shall thereafter be entitled to purchase, at the Warrant Purchase Price resulting from such adjustment, the number of Shares obtained by multiplying the Warrant Purchase 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 Purchase Price resulting from such adjustment.

(b) In case the Company shall at any time subdivide its outstanding shares of Common Stock into a greater number of shares, the Warrant Purchase Price in effect immediately prior to such subdivision 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 Purchase Price in effect immediately prior to such combination shall be proportionately increased.

(c) Upon any adjustment of the Warrant Purchase Price or any adjustment of any material terms hereof, then and in each such case an officer of the Company shall, promptly after the occurrence of any event that requires an adjustment or readjustment, give signed written notice thereof, by first-class mail, postage prepaid, addressed to the registered holder of this Warrant at the address of such holder as shown on the books of the Company, which notice shall state the Warrant Purchase Price resulting from such adjustment, any material change in the terms of the Warrant, and the increase or decrease, if any, in the number of Shares purchasable at such 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.

8. NO STOCKHOLDER RIGHTS. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a stockholder of the Company.

9. FUNDAMENTAL TRANSACTION.

(a) If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any direct or indirect purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and such offer has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for securities other than the Company's securities, cash or property, (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, in lieu of each Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (without regard to any limitation in Section 3 on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 3 on the exercise of this Warrant).

(b) For purposes of any such exercise, the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(c) The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Company under this Warrant and the other transaction documents in accordance with the provisions of this Section 9 pursuant to a written agreement in customary form and substance prior to such Fundamental Transaction and shall, at the option of the holder of this Warrant, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable, as applicable, for any Alternate Consideration and/or a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock issuable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other transaction documents referring to the “Company” shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other transaction documents with the same effect as if such Successor Entity had been named as the Company herein. For purposes of this Warrant, “Person” means an individual, sole proprietorship, corporation, partnership, limited partnership, limited liability company, association, joint venture, trust, statutory trust, unincorporated organization, estate or other mutual company, joint stock company, estate, union, employee organization, bank, trust company, land trust or other organization, whether or not a legal entity.

10. **TRANSFER OF WARRANTS.** Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company, together with a written assignment of this Warrant substantially in the form attached hereto as Exhibit B, duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Any such transfer shall be immediately recorded in the Company’s books, records and warrant register.

11. **SURRENDER.** This Warrant is exchangeable, upon the surrender hereof by the holder hereof at the principal office of the Company, for new Warrants of like tenor representing in the aggregate the right to subscribe for and purchase the number of Shares which may be subscribed for and purchased hereunder, each of such new Warrants to represent the right to subscribe for and purchase such number of shares as shall be designated by said holder hereof at the time of such surrender.

12. **FRACTIONAL SHARES.** The Company will not be required upon the exercise of this Warrant to issue fractions of shares of Common Stock, but may, at its option, either (a) purchase such fraction for an amount in cash equal to the current value of such fraction computed on the basis of the closing market price of a share of Common Stock as quoted on the principal exchange or trading facility on which shares of Common Stock are traded on the trading day immediately preceding the day upon which this Warrant was surrendered for exercise in accordance with Section 1 hereof, or (b) issue the required share. By accepting this Warrant, the holder hereof expressly waives any right to receive any fractional share upon exercise of a Warrant, except as expressly provided in this Section 12.

13. REGISTERED SECURITIES. The Common Stock underlying this Warrant have been registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Common Stock issuable upon exercise of the Warrant may be transferred and sold in reliance on the Registration Statement. The Company will attempt to maintain the effectiveness of a current prospectus covering the Common Stock issuable upon exercise of the Warrants until the expiration of the Warrants.

If, however, the Registration Statement is no longer effective (including by reason of a post-effective amendment to the registration statement which has not yet been declared effective), then this Warrant may only be exercised on a cashless basis pursuant to Section 2 above, in which case the Shares to be issued shall not be registered under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "Securities Act"). In such case, the Shares shall, if required under the Securities Act, be subject to a stop transfer order and the certificate or certificates representing the Shares shall bear appropriate restrictive legends, unless such Shares are eligible for resale without restriction under the Securities Act.

14. GOVERNING LAW. All questions concerning this Warrant will be governed and interpreted and enforced in accordance with the internal law, not the law of conflicts, of the State of Delaware.

15. MISCELLANEOUS. On receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of any such loss, theft, destruction or mutilation of this Warrant, on delivery of an indemnity agreement reasonably satisfactory in form to the Company or, in the case of mutilation, on surrender and cancellation of such Warrant, the Company at its expense will execute and deliver, in lieu thereof, a new Warrant of like tenor. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a Saturday or Sunday, or shall be a legal U.S. or New York state holiday, then such action may be taken or such right may be exercised on the next succeeding day not a Saturday, Sunday or holiday. The invalidity or unenforceability of any provision of this Warrant shall in no way affect the validity or enforceability of any other provisions of this Warrant, or the Agreement.

16. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing, shall be delivered (A) if within the United States, by first-class registered or certified airmail, or nationally recognized overnight express courier, postage prepaid, or by facsimile, or (B) if from outside the United States, by International Federal Express (or comparable service) or facsimile, and shall be deemed given (i) if delivered by first-class registered or certified mail domestic, upon the business day received, (ii) if delivered by nationally recognized overnight carrier, one (1) business day after timely delivery to such carrier, (iii) if delivered by International Federal Express (or comparable service), two (2) business days after so mailed, (iv) if delivered by facsimile, upon electric confirmation of receipt. Notices to the Company pursuant to this Warrant shall be delivered to the address set forth on the signature page hereof, until another address is designated in writing by the Company. Notices to the holder pursuant to this Warrant shall be delivered to the address set forth in the Company's records, until another address is designated in writing by the holder.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officer and this Warrant to be dated as of the date set forth above.

Address:

NEUROMETRIX, INC.

By

Name:

Title:

EXHIBIT A

EXERCISE NOTICE

(To be executed upon exercise of the Warrant(s))

The undersigned hereby irrevocably elects to exercise the right to purchase shares of Common Stock of NeuroMetrix, Inc. and (check one or both):

- q herewith tenders in payment for _____ shares of Common Stock an amount of \$_____ by certified or official bank check made payable to the order of NeuroMetrix, Inc. or by wire transfer in immediately available funds to an account arranged with NeuroMetrix, Inc.; and/or
- q herewith tenders the Warrant(s) for _____ shares of Common Stock pursuant to the cashless exercise provision of Section 2 of the Warrant.

Please check below if this exercise is contingent upon the consummation of a Fundamental Transaction as provided in Section 9 of the Warrant:

- q This exercise is being made in connection with a Fundamental Transaction; provided, that in the event the Fundamental Transaction shall not be consummated, then this exercise shall be deemed to be revoked.

The undersigned requests that a statement representing the shares of Common Stock issued upon exercise of the Warrant(s) be delivered in accordance with the instructions set forth below.

Dated: _____, 20__

THIS EXERCISE NOTICE MUST BE DELIVERED TO THE COMPANY, PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. ALL CAPITALIZED TERMS USED HEREIN BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS AS SIGNED TO THEM IN THE WARRANT.

THE UNDERSIGNED REQUESTS THAT A STATEMENT REPRESENTING THE SHARES OF COMMON STOCK BE DELIVERED AS FOLLOWS:

Name: _____
(Please Print)

Address: _____

Telephone: _____

Fax: _____

Social Security Number or Other Taxpayer Identification Number (if applicable): _____

IF SAID NUMBER OF SHARES SHALL NOT BE ALL THE SHARES PURCHASABLE UNDER THE WARRANT(S), THE UNDERSIGNED REQUESTS THAT NEW WARRANT(S) REPRESENTING THE BALANCE OF SUCH WARRANT(S) SHALL BE REISSUED TO THE HOLDER.

Signature: _____

Name: _____

Capacity in which Signing: _____

Exhibit B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

Name:

(Please Print)

Address:

(Please Print)

Dated:

Holder's

Signature:

Holder's

Address:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

**DAWSON JAMES SECURITIES, INC.
925 South Federal Highway, Suite No. 600
Boca Raton, Florida 33432**

January 30, 2012

Shai N. Gozani, MD, PhD
Chief Executive Officer
NeuroMetrix, Inc.
62 Fourth Avenue
Waltham, MA 02451

Re: Amendment of Engagement Letter

Dear Shai,

This letter amends the letter agreement between NeuroMetrix, Inc. (the "Company") and Dawson James Securities, Inc. ("DJSI") dated December 30, 2011 (the "Engagement Letter") as follows:

1. *Fees and Expenses.*

- (a) The first sentence of Section 8(a) of the Engagement Letter is hereby deleted and replaced with the following:

"Upon signing of this letter agreement, DJSI will be paid a due diligence fee of \$25,000, which shall be reimbursable to the Company to extent it is not actually incurred."

- (b) The second sentence of Section 8(b)(ii) of the Engagement Letter is hereby deleted and replaced with the following:

"The warrants will have a term of five (5) years from the effective date of the Registration Statement and will be exercisable after twelve (12) months from the date of issuance."

- (b) Section 8(c)(iii)(B) of the Engagement Letter is hereby deleted and replaced with the following:

"(B) the subject of any hedging, short sale, derivative, put, or call transaction that would result in the effective economic disposition of the securities by any person for a period of 180 days immediately following the effective date of the Registration Statement or commencement of sales of the Registered Placement, except the transfer of any security as permitted by the FINRA rules."

2. Warrant Purchase Agreement.

(a) Section 3 (“Term”) of Exhibit B to the Engagement Letter (“Form of Warrant Purchase Agreement”) is hereby deleted and replaced with the following:

“3. Term. The DJSI Warrants shall expire and not be exercisable or convertible more than five years from the effective date of the Registration Statement.

(b) Section 7 of Exhibit B to the Engagement Letter (“Form of Warrant Purchase Agreement”) is hereby deleted and replaced with the following:

“7. **Non-Transfer.** FOR A PERIOD OF SIX MONTHS AFTER THE ISSUANCE DATE OF THE DJSI WARRANTS, NEITHER THE DJSI WARRANTS SHALL BE (A) SOLD, TRANSFERRED, ASSIGNED, PLEDGED, OR HYPOTHECATED, OR (B) THE SUBJECT OF ANY HEDGING, SHORT SALE, DERIVATIVE, PUT, OR CALL TRANSACTION THAT WOULD RESULT IN THE EFFECTIVE ECONOMIC DISPOSITION OF THE SECURITIES BY ANY PERSON FOR A PERIOD OF 180 DAYS IMMEDIATELY FOLLOWING THE DATE OF THE EFFECTIVENESS OF THE REGISTRATION STATEMENT OR COMMENCEMENT OF SALES OF THE REGISTERED PLACEMENT, EXCEPT THE TRANSFER OF ANY SECURITY AS PERMITTED BY THE FINRA RULES.”

Except as set forth above, the Engagement Letter shall remain in full force and effect. If you agree with the above please sign below and return an executed copy of this letter to my attention.

Very truly yours,

DAWSON JAMES SECURITIES, INC.

/s/ Joseph E. Balagot

Joseph E. Balagot

Managing Partner

AGREED AND ACCEPTED:

NeuroMetrix, Inc.

/s/ Thomas T. Higgins

Thomas T. Higgins

Chief Financial Officer
