

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

**FORM 8-K**

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

**Date of Report (Date of earliest event reported): October 7, 2024**

**UROGEN PHARMA LTD.**

(Exact name of registrant as specified in its charter)

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

**001-38079**  
(Commission  
File Number)

**98-1460746**  
(IRS Employer  
Identification No.)

**400 Alexander Park Drive, 4th Floor**  
**Princeton, New Jersey**  
(Address of principal executive offices)

**08540**  
(Zip Code)

**Registrant's telephone number, including area code: +1 (646) 768-9780**

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, par value NIS 0.01 per share	URGN	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

(b)(c)(e)

***Departure of Chief Financial Officer***

On October 7, 2024, UroGen Pharma Ltd. (the “Company”) and Don Kim entered into a separation and consulting agreement (the “Separation Agreement”), pursuant to which Mr. Kim resigned from his positions as the Company’s Chief Financial Officer, principal financial officer and principal accounting officer, effective October 8, 2024 (the “Effective Date”).

Pursuant to the Separation Agreement, Mr. Kim has agreed to provide consulting services to the Company on a part-time basis through April 28, 2025 (the “Consulting Period”) in exchange for a cash payment of \$36,260. Mr. Kim’s outstanding equity awards as of the Effective Date will also remain eligible for continued vesting during the Consulting Period.

In addition, subject to Mr. Kim providing the Company with an effective release and waiver of claims and complying with his obligations under the Separation Agreement, Mr. Kim will be entitled to receive: (i) the equivalent of nine months of Mr. Kim’s base salary in effect as of the Effective Date, paid as salary continuation over nine months, (ii) a lump sum payment equal to \$217,590, which is equal to Mr. Kim’s target performance bonus for 2024, and (iii) reimbursement for COBRA premiums for up to nine months following the Effective Date.

The foregoing description of the Separation Agreement is not complete and is subject to and qualified in its entirety by reference to the complete text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 to this report.

***Appointment of Chief Financial Officer***

On October 7, 2024, the Company appointed Christopher Degnan as the Company’s Chief Financial Officer, principal financial officer and principal accounting officer, effective on the Effective Date.

Prior to joining the Company, Christopher Degnan, age 45, served as the Chief Financial Officer of Galera Therapeutics, Inc., a publicly traded biopharmaceutical company focused on oncology, from October 2019 to August 2024. Prior to Galera, Mr. Degnan served as the Chief Financial Officer of Verrica Pharmaceuticals Inc., a publicly traded biotechnology company focused on medical dermatology, from March 2018 to October 2019. Prior to Verrica, Mr. Degnan held roles of increasing responsibility at Endo International plc, a generics and specialty branded pharmaceutical company, beginning in November 2014. At Endo, Mr. Degnan’s most recent roles were as the Vice President of Finance, Corporate FP&A and International Pharmaceuticals Segment Chief Financial Officer from December 2016 to March 2018. Prior to that, he served as the Vice President of Finance, Chief Financial Officer for Endo’s U.S. Branded Pharmaceuticals segment from March 2016 to December 2016, and as the Senior Finance Director, U.S. Branded Pharmaceuticals from November 2014 to March 2016. Prior to joining Endo, Mr. Degnan held roles of increasing responsibility at AstraZeneca plc, a global biopharmaceutical company, beginning in 2004, culminating with service as the Senior Finance Director, U.S. Commercial Finance from July 2013 to November 2014. Mr. Degnan is a Certified Public Accountant in the State of Pennsylvania (voluntary inactive status) and holds a B.B.A. degree in Accountancy from the University of Notre Dame.

In connection with his appointment as the Company’s Chief Financial Officer, the Company and Mr. Degnan entered into an Executive Employment Agreement on October 7, 2024 (the “Employment Agreement”). Pursuant to the Employment Agreement, Mr. Degnan is entitled to an initial annual base salary of \$500,000. Mr. Degnan is also eligible to receive an annual discretionary performance bonus, with a target bonus percentage of 50% of Mr. Degnan’s base salary, pro-rated in the case of a partial calendar year.

Pursuant to the Employment Agreement, on the Effective Date, Mr. Degnan was granted (i) an option to purchase 74,142 of the Company’s ordinary shares, par value NIS 0.01, with an exercise price of \$13.11 (the “Option”), and (ii) 13,450 restricted stock units of the Company (the “RSU” and together with the Option, the “Equity Awards”). The Equity Awards will vest over three years as follows: 1/3<sup>rd</sup> of the total shares subject to the Equity Awards will vest

on the first anniversary of the Effective Date, and 1/3<sup>rd</sup> of the total shares subject to the Equity Awards will vest annually thereafter for the remaining two years, subject to Mr. Degnan's continuous service. The Equity Awards were granted under the Company's 2019 Inducement Plan, as amended (the "2019 Plan"). In addition, Mr. Degnan will be eligible for future equity awards under the Company's 2017 Equity Incentive Plan, as approved by the Company's Board of Directors (or a committee thereof) in its sole discretion.

Under the terms of the Employment Agreement, if Mr. Degnan's employment is terminated by the Company without cause, by Mr. Degnan for good reason or by reason of Mr. Degnan's death or disability, he is entitled to receive (i) payment of the equivalent of six months of Mr. Degnan's base salary in effect as of the date of Mr. Degnan's employment termination, paid as salary continuation over six months, (ii) a pro-rata bonus through the date of termination, which bonus shall be paid only to the extent earned based on actual Company performance, not to exceed 50% of Mr. Degnan's base salary previously earned in the partial calendar year (with any individual performance component deemed achieved) on the date in the year following termination on which bonuses are paid to other senior executives of the Company (but in any event prior to March 15<sup>th</sup> of such year), (iii) any annual bonus earned with respect to the year preceding the year of termination, if not already paid by the date of termination, (iv) accelerated vesting of any of Mr. Degnan's unvested Equity Awards, such that 8.33% of the total shares subject to the restricted stock units and options held by Mr. Degnan shall be deemed immediately vested and exercisable as of Mr. Degnan's last day of employment, and (v) reimbursement for COBRA premiums for up to six months following the date of termination.

In addition to the foregoing, in connection with an acquisition of the Company where Mr. Degnan's employment is terminated without cause, or he resigns for good reason, in either case within three months prior to, or 24 months following the close of such acquisition, Mr. Degnan shall be entitled to the following benefits: (i) a lump sum payment equal to the sum of (a) 12 months of his then-current annual base salary and (b) 100% of his then-current target bonus; (ii) reimbursement for COBRA premiums for up to 12 months following the date of termination; and (iii) the vesting acceleration of all equity awards granted to Mr. Degnan, such that 100% of the then-unvested shares subject to his equity awards will be deemed vested and exercisable as of Mr. Degnan's last day of employment.

The severance benefits described in the foregoing paragraph are subject to Mr. Degnan's compliance with continuing obligations to the Company and his providing the Company with an effective release and waiver of claims.

The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.2 to this report.

**Item 9.01 Financial Statements and Exhibits.**

(d)

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#">Separation Agreement between the Company and Don Kim, dated October 7, 2024.</a>
10.2	<a href="#">Employment Agreement between the Company and Christopher Degnan, dated October 7, 2024.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

**SIGNATURES**

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

Date: October 9, 2024

**UROGEN PHARMA LTD.**

By: /s/ Elizabeth Barrett  
Elizabeth Barrett  
President and Chief Executive Officer

October 7, 2024

*Via Email and DocuSign*

Dong (Don) Kim  
don.kim@urogen.com

Dear Don:

This letter sets forth the substance of the separation and consulting agreement (the “**Agreement**”) that UroGen Pharma, Inc. (the “**Subsidiary**”), a wholly owned subsidiary of UroGen Pharma Ltd. (the “**Parent**” and together with the Subsidiary, the “**Company**”) is offering to you to aid in your employment transition.

**1. Separation.** In connection with a mutual separation, you hereby submit, and the Company accepts, your resignation as an officer of Parent and as an officer and director of (and any similar position with) the Subsidiary, effective as of October 8, 2024, such that you will no longer hold any such position with or on behalf of the Company as of such date (the “**Separation Date**”).

**2. Consideration.** If you timely sign this Agreement and comply with your obligations under it (the “**Agreement Preconditions**”), then you and the Company agrees as follows:

- The Company will pay you, as severance, the equivalent of nine months of your base salary in effect as of the Separation Date, subject to standard payroll deductions and withholdings (the “**Severance**”). The Severance will be paid as a continuation on the Company’s regular payroll, beginning on or before the 60th day following the Separation Date, provided, however, that the Severance will remain subject to Section 8 of the Executive Employment Agreement between you and the Company, dated March 20, 2022 (the “**Executive Employment Agreement**”).
- The Company will pay you a lump sum equal to your 50% target bonus for 2024, which is equal to \$217,590, less applicable withholdings and deductions, on or before the 90<sup>th</sup> day following the Separation Date.
- The Company will provide the COBRA Reimbursement Benefit described in Section 4 below.
- The Company will engage you to perform the Consulting Services, described in Section 3 below.

**3. Post-Termination Consulting Services.** Subject to the Agreement Preconditions, from the Separation Date to April 28, 2025 (the “**Consulting Period**”), you agree that you will perform post-termination, part-time consulting services in the area of your expertise as reasonably requested by the Company’s Chief Executive Officer or Chief Financial Officer (the “**Consulting Services**”), not to exceed 10 hours per month. In exchange for the Consulting Services, (i) the Company shall pay you a cash fee of \$36,260 on October 31, 2024, and (ii) during the Consulting Period your outstanding equity awards as of the Separation Date will remain outstanding and will be eligible for continued vesting, in each case in accordance with the terms of such awards, and as further described in Section 5 below. Your relationship with the Company during the Consulting Period will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint

venture or employment relationship after the Separation Date. Other than your COBRA rights or as otherwise specified in this Agreement, you will not be entitled to any of the benefits that the Company may make available to its employees, including but not limited to, group health or life insurance, profit-sharing or retirement benefits, and you acknowledge and agree that your relationship with the Company during the Consulting Period will not be subject to laws or regulations governing employment relationships. During the Consulting Period, you agree: (i) you have no legal authority to bind the Company; (ii) you may not make representations that can be reasonably construed as being made for or on behalf of the Company (as determined in the Company's sole discretion); (iii) to abide by all policies and decisions made by the Company; (iv) to expend your best efforts on behalf of the Company in performing the Consulting Services; and (v) to refrain from any actions or activities that are reasonably foreseeable to cause the Company harm or to hinder the seamless provision of Consulting Services. You agree that any violation of this Section 3 shall be a material breach of this Agreement. You may terminate your Consulting Services at any time with at least 10 days' advance written notice to the Company. The Company may terminate your Consulting Services immediately upon written notice to you in the event you materially breach your obligations hereunder or under your Confidential Information Agreement (defined below).

**4. Health Insurance.** Unless you follow the procedures set forth in this section, your participation in the Company's group health insurance plan will end on the last day of the month in which the Separation Date occurs. To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense following the Separation Date. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish. You will be provided with a separate notice describing your rights and obligations under COBRA and a form for electing COBRA coverage. As an additional severance benefit under this Agreement, provided that you satisfy the Agreement Preconditions and timely elect continued coverage under COBRA, the Company shall reimburse you for the COBRA premiums you pay to continue your health insurance coverage (including coverage for eligible dependents, if applicable) in the first nine months following the Separation Date during which you are eligible for COBRA coverage related to your prior coverage under the Company's health insurance policy (the "**COBRA Reimbursement Benefit**"). You must timely pay your premiums, and then provide sufficiently supporting documentation to the Company to obtain reimbursement for your COBRA premiums under this section. Such reimbursements will be processed in accordance with the Company's expense reimbursement processes. In the event you become covered under another employer's group health plan or otherwise cease to be eligible for COBRA during the COBRA Reimbursement Benefit period, you must immediately notify the Company in writing and you will no longer be eligible for any reimbursement for COBRA coverage hereunder.

**5. Equity Vesting.** You were previously granted one or more restricted stock units, performance stock units or options to purchase ordinary shares of Parent (collectively, "**equity awards**"), pursuant to one or more of Parent's equity incentive plans (collectively, as amended, the "**Equity Plans**"). Your change of status from an employee to a consultant (effective as of the Separation Date), and your Consulting Services during the Consulting Period, will constitute "Continuous Service" for purposes of the Equity Plans such that all of your stock options, restricted stock units and performance stock units will continue to vest (or be eligible to vest in the case of performance stock units) and remain outstanding during the Consulting Period (unless exercised or settled during the Consulting Period in accordance with the terms of the equity awards); *provided that* any stock options that are "incentive stock options" under Section 422 of the Internal Revenue Code shall cease to be "incentive stock options" upon the three month anniversary of the Separation Date. Except as otherwise provided herein, all terms, conditions and limitations applicable to your equity awards, including your rights to exercise or otherwise acquire any vested shares, will continue to be subject to the Equity Plans and your applicable grant documents (the "**Equity Documents**"). For the avoidance of doubt, if you do not provide consulting services to the

Company pursuant to Section 3 above for any reason other than due to (i) your death or disability, or (ii) the termination of the Agreement or your employment by the Company without Cause, your "Continuous Service" for purposes of your equity awards will terminate on the Separation Date (if not earlier terminated in accordance with the Equity Plans and the agreements governing your equity awards).

**6. Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options.

**7. Expense Reimbursements.** You agree that, within five (5) calendar days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

#### **8. Release of Claims.**

**(a) Scope of Release.** In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company, and its affiliated, related, parent and subsidiary entities, and its and their current and former directors, officers, employees, shareholders, partners, agents, investors, administrators, attorneys, benefit plans, plan administrators, professional employer organization or co-employer, trustees, divisions, predecessors, successors, insurers, affiliates, and assigns (collectively, the "**Releasees**") from any and all claims, liabilities, demands, causes of action, and obligations, both known and unknown, arising from or in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement. This general release includes, but is not limited to: (a) all claims arising from or in any way related to your employment or relationship with the Releasees or the termination of that employment or relationship; (b) all claims related to your compensation or benefits from the Releasees, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership, equity, or profits interests in the Company; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act ("**ADEA**"), the federal Americans with Disabilities Act of 1990, the New Jersey Law Against Discrimination, the New Jersey Equal Pay Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Civil Rights Act, the New Jersey Family Leave Act, the New Jersey State Wage and Hour Law, and the New Jersey Wage Withholding Protection Law.

**(b) Exceptions.** Notwithstanding the foregoing, you are not releasing the Releasees hereby from: (i) any obligation to indemnify you pursuant to the Articles and Bylaws of the Company or any of the other Releasees, any valid fully executed indemnification agreement with the Company or any of the other Releasees, applicable law, or applicable directors and officers liability insurance; (ii) any claims that cannot be waived by law; or (iii) any claims for breach of this Agreement.

**(c) Protected Rights.** You understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health

Administration, the Securities and Exchange Commission, or any other government agency, law enforcement agency, or commission (“**Government Agencies**”). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement. Nothing in this Agreement waives any rights you may have under Section 7 of the National Labor Relations Act (subject to the release of claims set forth herein).

**(d) ADEA Release.** You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you have under the ADEA, and that the consideration given for the waiver and releases you have given in this Agreement is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (a) your waiver and release does not apply to any rights or claims arising after the date you sign this Agreement; (b) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (c) you have twenty-one (21) calendar days to consider this Agreement (although you may choose voluntarily to sign it sooner); (d) you have seven (7) calendar days following the date you sign this Agreement to revoke this Agreement (in a written revocation sent to the undersigned Company representative); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after you sign this Agreement provided that you do not revoke it. You agree that changes, whether material or immaterial, do not restart the running of the 21-day period.

**9. Return of Company Property.** You agree that, by the Separation Date, you will return to the Company all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, drawings, records, plans, forecasts, reports, studies, analyses, proposals, agreements, drafts, financial and operational information, research and development information, sales and marketing information, customer lists, prospect information, pipeline reports, sales reports, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computing and electronic devices, mobile telephones, servers), credit cards, entry cards, identification badges, and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions or embodiments thereof in whole or in part). You agree that you will make a diligent search to locate any such documents, property, and information by the close of business on the Separation Date or as soon as possible thereafter. If you have used any personally owned computer or other electronic device, server, or e-mail system to receive, store, review, prepare, or transmit any Company confidential or proprietary data, materials or information, by the Separation Date, you shall provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems; and you agree to provide the Company access to your system as requested to verify that the necessary copying and/or deletion is completed. You agree that, as of the Separation Date, unless express and specific authorization is given to you in writing by the Company’s Chief Executive Officer or General Counsel, you are no longer authorized to access Company confidential information and systems, including, without limitation, Company email and software programs, and you will not attempt to access or gain entry to such information or systems. **Your compliance with this section, including your timely return of Company property, is an Agreement Precondition and therefore a condition to your receipt of the severance benefits provided under this Agreement.**



**10. Proprietary Information Obligations.** You acknowledge and reaffirm your continuing obligations under your Employee Proprietary Information, Inventions, Non-Solicitation and Non-Competition Agreement (the “**Confidential Information Agreement**”), a copy of which is attached hereto as **Exhibit A**.

**11. Non-disparagement.** Except to the extent permitted by the “Protected Rights” section above, you agree to refrain from any disparaging statements about the Company or any of the other Releasees, including, without limitation, the business, products, intellectual property, financial standing, future, or employment/compensation/benefit practices of the Company or any of the other Releasees; provided that you may respond accurately and fully to any request for information if required by legal process or in connection with a governmental investigation. In addition, nothing in this provision or this Agreement prohibits or restrains you from making disclosures protected under the whistleblower provisions of federal or state law or from exercising your rights to engage in protected speech under Section 7 of the National Labor Relations Act, if applicable. You affirm that you have not disparaged the Releasees from the date you receive this Agreement through the date you sign this Agreement. You further agree that, by no later than the Effective Date, you shall delete or otherwise remove any and all disparaging public comments or statements that you made prior to the Effective Date about or relating to the Releasees, including, but not limited to, comments in online forums or on websites (including, but not limited to, Facebook, Instagram, X (Twitter), Glassdoor, Yelp, and LinkedIn), except those comments or statements permitted by the “Protected Rights” section. You shall direct any inquiries by potential future employers to the Company’s human resources department, which shall use its best efforts to provide only your last position and dates of employment. You agree to revise and update publicly available information, including professional and social networking websites such as LinkedIn and Facebook, within one (1) week of the Separation Date to remove any indication that you are employed by the Company. **Your violation of this section shall be a material breach of this Agreement.**

**12. No Voluntary Adverse Action.** You agree that you will not voluntarily (except in response to legal compulsion or as permitted under the “Protected Rights” section above) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees, or agents.

**13. Cooperation.** You agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses you incur in connection with any such cooperation (excluding foregone wages) and will make reasonable efforts to accommodate your scheduling needs.

**14. No Admissions.** You understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to you or to any other person, and that the Company makes no such admission.

**15. Breach; Attorneys’ Fees.** You acknowledge and agree that any material breach of this Agreement, unless such breach constitutes a legal action by you challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, or its exhibits (if any), shall entitle the Company immediately to recover and/or cease providing the consideration provided to you under this Agreement and to obtain damages and injunctive relief, except as provided by law, provided, however, that the Company shall not recover Fifty Dollars (\$50.00) of the consideration already paid pursuant to

this Agreement and such amount shall serve as full and complete consideration for the promises and obligations assumed by you under this Agreement and its exhibits (if any). In addition, except with regard to a legal action challenging or seeking a determination in good faith of the validity of the waiver herein under the ADEA, in the event that the Company prevails in an action to enforce or effect its rights under this Agreement or its exhibits (if any), the Company shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

**16. Representations.** You hereby represent that you have: been paid all compensation owed and for all hours worked; received all leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act or otherwise; and not suffered any on-the-job injury for which you have not already filed a workers' compensation claim. In addition, you hereby represent that, prior to your execution of this Agreement, you have not engaged in any knowing or intentional wrongful or fraudulent conduct which resulted in, or was reasonably likely to result in, material harm to the Company, and you agree that you will not engage in such conduct following your execution of this Agreement.

**17. Dispute Resolution.** You and the Company agree that any and all disputes, claims, or controversies of any nature whatsoever arising from, or relating to, this Agreement or its interpretation, enforcement, breach, performance, or execution, or any of the matters herein released (collectively, "Claims," each a "Claim"), shall be resolved, pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding, and confidential arbitration at a location closest to where you last worked for the Company or another mutually agreeable location. The arbitration shall be conducted before a single neutral arbitrator by JAMS, Inc. ("JAMS") or its successor, under the then applicable JAMS Comprehensive Arbitration Rules and Procedures (currently available at <https://www.jamsadr.com/rules-comprehensive-arbitration>) ("JAMS Rules") and New Jersey law. Both you and the Company opt into the Expedited Procedures under the JAMS Rules. The arbitrator shall apply substantive and procedural New Jersey law to any dispute or claim, without reference to any conflict-of-law provisions of any jurisdiction. To the extent that the JAMS Rules conflict with New Jersey law, New Jersey law shall take precedence. The parties agree that punitive damages shall not be available in arbitration. **By agreeing to this arbitration procedure, both you and the Company waive the right to have any Claim resolved through a trial by jury or judge or an administrative proceeding.** This section shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law. The arbitrator shall have sole authority for determining if a Claim is subject to arbitration, and any other procedural questions related to the dispute and bearing on the final disposition. In addition, the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. You and the Company shall each pay half the costs and expenses of the arbitration and each pay for its respective attorneys' fees and costs; provided, however, that the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. To the extent JAMS does not collect or you otherwise do not pay to JAMS an equal share of all JAMS' arbitration fees for any reason, and the Company pays JAMS your share, you acknowledge and agree that the Company shall be entitled to recover from you half of the JAMS arbitration fees invoiced to the parties (less any amounts you paid to JAMS) in a federal or state court of competent jurisdiction. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

**18. Effective Date.** You understand that this Agreement shall be null and void if not executed by you, and returned to the Company, within twenty-one (21) calendar days after receipt of the Agreement from the Company. This Agreement will become effective on the eighth day after you sign it, so long as it has been signed by the parties and has not been revoked by either party before that date (the “**Effective Date**”).

**19. Miscellaneous.** This Agreement, including its exhibits (if any), constitutes the complete, final, and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and your relationship with the Company, including under the Executive Employment Agreement (with the exception of Section 8 thereof), provided, however, that nothing in this Agreement modifies, supersedes, voids, or otherwise alters your Confidential Information Agreement or other documents specifically identified in this agreement (except as expressly modified herein), or any other continuing obligations you owe the Company which survive the termination of your employment. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable to the fullest extent permitted by law, consistent with the intent of the parties. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of New Jersey without regard to conflict of laws principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement shall be in writing and shall not be deemed to be a waiver of any successive breach. This Agreement may be executed in counterparts and electronic or facsimile signatures will suffice as original signatures. You acknowledge that you have been advised that you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so).

If this Agreement is acceptable to you, please sign below and return the original to me.

We wish you the best in your future endeavors.

Sincerely,

By: /s/ Liz Barrett

**Liz Barrett**  
**Chief Executive Officer**

**I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:**

/s/ Dong Kim

**Dong (Don) Kim**

October 7, 2024

Date

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (the “**Agreement**”), is hereby made this 7<sup>th</sup> day of October, 2024, between UroGen Pharma, Inc., a wholly owned subsidiary (the “**Subsidiary**”) of UroGen Pharma Ltd. (the “**Parent**”, and the Subsidiary and the Parent together, the “**Company**”), and Chris Degnan (the “**Executive**”) (collectively, the “**Parties**”).

**WHEREAS**, the Company desires for Executive to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for such employment services; and

**WHEREAS**, Executive wishes to be employed by the Company and to provide personal services to the Company in return for certain compensation and benefits;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall serve as the Company’s Chief Financial Officer. Executive’s employment with the Company shall commence on October 8, 2024 (the “**Start Date**”). During Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for (i) approved outside activities (e.g., charitable activities, conferences, events, etc.), and (ii) approved vacation periods, reasonable periods of illness or other incapacities permitted by the Company’s general employment policies, and as otherwise permitted by this Agreement.

**1.2 Duties and Location.** Executive shall perform such duties as are typically required by a Chief Financial Officer, including, in coordination with department heads, alignment and execution oversight of the Company’s key efforts in order to help meet its short and long-term business goals and objectives and measuring and reporting on the Company’s operational performance. Executive will report to the Company’s Chief Executive Officer. Executive’s primary work location will be Executive’s home office. Executive will be required to be in the Company’s Princeton, NJ office (or the Company’s other corporate headquarters location) occasionally (which, for the avoidance of doubt, may include daily in-office attendance, on occasion) as directed by the Company’s Chief Executive Officer.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, except that when the terms of this Agreement differ from, or are in conflict with, the Company’s general employment policies or practices, this Agreement shall control.

## 2. Compensation.

**2.1 Salary.** For services to be rendered hereunder, Executive shall receive a base salary at the rate of \$500,000.00 per year (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule.

**2.2 Annual Bonus.** Executive will be eligible for an annual discretionary bonus, with an annual target of 50% of Executive’s Base Salary (the “**Annual Bonus**”), pro-rated in the case of a partial calendar year. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Company, with input from the Parent’s Board of Directors (the “**Board**”), in its sole discretion based upon the Company’s and Executive’s achievement of goals and objectives to be determined on an annual basis by the Company in a manner consistent with other senior management. Except as outlined in Section 5.2, Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus (except as set forth below) for that year and any such bonus will be paid prior to March 15 of the following year.

**2.3 Expense Reimbursement.** The Company will reimburse Executive for reasonable travel and other business expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s travel and expense reimbursement policies as in effect from time to time.

**2.4 Clawback Policy.** Any Incentive Compensation (as that term is defined in the Parent’s Incentive Compensation Recoupment Policy, as it may be amended from time to time (the “**Clawback Policy**”)) paid to Executive hereunder or otherwise shall be subject to the Clawback Policy.

**3. Standard Company Benefits.** Executive shall be eligible to participate in all employee benefit programs which are made available generally to the Company’s U.S.-based senior executive group, on a basis comparable to such group. Employee shall be eligible to receive 160 paid time off (“**PTO**”) hours annually, in accordance with the Company’s paid time off policy. Executive shall be entitled to a payout of up to 200 hours of accrued, but unused, PTO as of the date of Executive’s termination for whatever reason. All PTO shall be administered in accordance with applicable law. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time, provided that such cancellation or change is generally applicable to the Company’s U.S.-based senior executive group participating in such plan or program.

## 4. Equity.

**4.1** Subject to approval by the Board, Executive shall be granted an option to purchase 74,142 ordinary shares, par value NIS 0.01, of Parent (the “**Ordinary Shares**”) at the fair market value on the date of grant (the “**Option**”) and 13,450 restricted stock units of the Parent (the “**RSU**”). The Option and RSU shall be governed in all respects by the terms of the governing plan documents and option and restricted stock agreements between Executive and the Parent. Employee equity grants are made periodically at the discretion of the Board, typically on a quarterly basis.

These equity grants are intended to be a material inducement to Executive's acceptance of employment with the Company. The Option and RSU will vest over three years—1/3 of each equity award will vest on the first anniversary of the Vesting Commencement Date, and 1/3 of each equity award will vest annually thereafter for the remaining two years. Executive will be eligible for consideration for annual grants of additional equity awards pursuant to the process applicable to other members of the executive leadership team, with the terms of any such grants to be determined in the sole discretion of the Board. Target value of annual awards are at the discretion of the Board but will target range equal to target bonus value (i.e., 50% of annual base salary).

## **5. Termination of Employment; Severance.**

**5.1 At-Will Employment.** Executive's employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without Cause (as defined below) or advance notice.

### **5.2 Termination By Company Without Cause; Termination by Executive With Good Reason; Death or Disability**

(i) The Company may terminate Executive's employment with the Company at any time without Cause. Executive may terminate his/her employment at any time for Good Reason (as defined below), as defined below. Executive's employment with the Company may also be terminated due to Executive's death or Disability. For this purpose, "**Disability**" shall mean that Executive is unable to engage (with or without an accommodation) in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months, and shall be determined in the good faith and reasonable discretion of the Board.

(ii) In the event Executive's employment with the Company is terminated by the Company without Cause, by the Executive for Good Reason, or by reason of Executive's death or Disability, then provided such termination constitutes a "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**"), and provided that Executive remains in compliance with the terms of this Agreement, the Company shall provide Executive or Executive's estate in the case of death with the following severance benefits (collectively, "**Severance Benefits**"):

(a) The Company shall pay Executive, as severance, the equivalent of six months of Executive's base salary in effect as of the date of Executive's employment termination (without taking into account any reduction in base salary constituting Good Reason), subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid as a continuation on the Company's regular payroll, beginning on the 60<sup>th</sup> day following Executive's Separation from Service, provided the Separation Agreement (as defined below) has become effective.

(b) The Company shall pay Executive a pro-rata bonus through the date of termination, which bonus shall be paid only to the extent earned based on actual Company performance, not to exceed 50% of Executive's base salary previously earned in the partial calendar year (with any individual performance component deemed achieved), on the date in the year following termination on which bonuses are paid to other senior executives of the Company (but in any event prior to March 15 of such year), provided the Separation Agreement has become effective.

(c) The Company shall pay Executive any annual bonus earned with respect to the year preceding the year of termination, if not already paid by the date of termination, which amount shall be paid on the 60<sup>th</sup> day following Executive's Separation from Service, provided the Separation Agreement has become effective.

(d) The vesting of any of the Executive's unvested restricted stock units and options, including the Option and the RSU, shall be accelerated by 1/12 of the total award, such that 8.33% of the total shares subject to the restricted stock units and options held by Executive shall be deemed immediately vested and exercisable as of Executive's last day of employment.

(e) The Company shall reimburse Executive the amount of any COBRA continuation premium payments made by Executive during the six month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits coverage from another source (whichever comes first).

### **5.3 Resignation by the Executive Without Good Reason; Termination by the Company for Cause**

(i) The Company may terminate Executive's employment with the Company at any time for Cause and Executive may resign without Good Reason at any time.

(ii) If Executive resigns without Good Reason or the Company terminates Executive's employment for Cause, then (i) Executive will no longer vest in additional unvested portions in the Option and the RSU (or any other equity awards), (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to any Severance Benefits. In addition, Executive shall resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

**6. Conditions to Receipt of Severance Benefits.** The receipt of the Severance Benefits will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company (the "**Separation Agreement**"), by no later than the timeframe set forth in the Separation Agreement. No Severance Benefits will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

## **7. Benefits in Connection with a Change of Control.**

**7.1 Termination of Employment in Connection with a Change of Control.** If there is a Change of Control (as defined below) and (i) Executive's employment is terminated without Cause (as defined below), or (ii) Executive terminates his employment with Good Reason, in either case within three months prior to, or 24 months following the effective date of the Change of Control, and provided a Separation Agreement has become effective, then, in substitution for any benefits provided in Section 5.2, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (i) 12 months of Executive's then-current annual base salary and (ii) 100% of the current target bonus percentage of Executive's current annual base salary, to be issued to Executive within 60 days following Executive's date of termination; and (B) full reimbursement for all COBRA continuation premium payments made by Executive during the 12 month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 7.1 and Section 5.2.

**7.2 Acceleration of Equity Awards; Change of Control.** If the Company terminates Executive's employment with the Company without Cause, or Executive resigns for Good Reason, in either case within three months prior to, or 24 months following the effective date of a Change of Control, then, in addition to the benefits described in Section 7.1 above and provided that a Separation Agreement has become effective, the Company will fully accelerate the vesting of the Options and RSU, as well as any other equity awards granted to Executive, such that 100% of the then-unvested shares subject to the Option and RSU (or other equity awards) will be deemed vested and exercisable as of Executive's last day of employment.

**8. Section 409A.** It is intended that all of the Severance Benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Internal Revenue Code ("Code") Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Code Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service



with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Code Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 8 shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

## **9. Definitions.**

**9.1 Change of Control.** For purposes of this Agreement, "**Change of Control**" shall mean: the acquisition of the Parent by another entity by means of any transaction or series of related transactions approved by the Board to which the Parent is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the voting securities of the Parent outstanding immediately prior to such transaction continue to retain, directly or indirectly (either by such voting securities remaining outstanding or by such voting securities being converted into voting securities of the surviving entity), as a result of Ordinary Shares held by such holders prior to such transaction, at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such transaction or series of transactions.

**9.2 Cause.** For purposes of this Agreement, "**Cause**" for termination will mean: (a) commission of any felony, or other crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive's duties to the Company; (d) intentional and material damage to any property of the Company; (e) misconduct or other violation of Company policy that causes material harm to the Company; (f) material breach of any material written agreement with the Company or any material written Company policy; and (g) conduct by Executive which in the good faith and reasonable determination by the Board demonstrates gross unfitness to serve. An event described in (c), (d), (e), (f) and (g) shall not be treated as "Cause" until after Executive has been given written notice of such event, failure, conduct or breach and Executive fails to cure such event, failure, conduct or breach within 30 days from such written notice; provided, however, that such 30-day cure period shall not be required if the event, failure, conduct or breach is incapable of being cured.

**9.3 Good Reason.** For purposes of this Agreement, "**Good Reason**" for resignation will mean: (a) a material reduction in Executive's responsibilities, authorities, title or reporting relationship; (b) the requirement that Executive relocate to a location outside of the New York-Newark-Jersey City, NY-NJ-PA Metropolitan Statistical Area, as defined by the U.S. Office of Management and Budget; (c) material breach by the Company of any material agreement between Executive and the Company, including this Agreement; (d) a change in reporting structure such that Executive no longer reports directly to Company's or the Parent's Chief Executive Officer or the Board. In order for Executive to resign for Good Reason, Executive must provide written notice to the Board or Chief Executive Officer within 90 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for

Executive's resignation. Executive must then allow the Company at least 45 days from receipt of such written notice to cure such event, and if such event is not reasonably cured by the Company within such 45-day period (the "**Cure Period**"), the Executive must then resign from all positions Executive then holds with the Company not later than 90 days after the expiration of the Cure Period.

**10. Proprietary Information Obligations.** As a condition of employment, Executive shall execute and abide by the Employee Proprietary Information, Inventions, Non-Solicitation and Non-Competition Agreement (the "**Confidential Information Agreement**") agreed to by the Company and the Executive.

#### **11. Outside Activities During Employment**

**11.1 Non-Company Business.** Except with the prior written consent of the Company, which will not unreasonably be withheld, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Executive may engage in civic and not-for-profit activities, so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**12. Dispute Resolution.** To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Confidential Information Agreement, or Executive's employment, or the termination of Executive's employment, including but not limited to all statutory claims, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16, and to the fullest extent permitted by law, by final, binding and confidential arbitration by a single arbitrator conducted in New York, New York by Judicial Arbitration and Mediation Services Inc. ("**JAMS**") under the then applicable JAMS rules (at the following web address: <https://www.jamsadr.com/rules-employment-arbitration/>); provided, however, this arbitration provision shall not apply to sexual harassment claims to the extent prohibited by applicable law. A hard copy of the rules will be provided to Executive upon request. A hard copy of the rules will be provided to Executive upon request. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. In addition, all claims, disputes, or causes of action under this section, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this Agreement shall be decided by the arbitrator. Likewise, procedural questions which

grow out of the dispute and bear on the final disposition are also matters for the arbitrator. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. Executive and the Company shall equally share all JAMS' arbitration fees. Except as modified in the Confidential Information Agreement, each party is responsible for its own attorneys' fees. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. To the extent applicable law prohibits mandatory arbitration of sexual harassment claims, in the event Executive intends to bring multiple claims, including a sexual harassment claim, the sexual harassment may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration.

### **13. General Provisions.**

**13.1 Notices.** Any notices required hereunder to be in writing shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by electronic mail or confirmed facsimile if sent during normal business hours of the recipient, and if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Company at its corporate headquarters location and to Executive at Executive's address as, listed on the Company payroll or to Executive's Company-issued email address or Executive's email address as listed in Company records, or at such other address as the Company or Executive may designate by ten days' advance written notice to the other.

**13.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**13.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**13.4 Complete Agreement.** This Agreement, together with the Confidential Information Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter.

This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**13.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

**13.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**13.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of her duties hereunder and he may not assign any of her rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**13.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**13.9 Insurance and Indemnification.** The Company agrees to indemnify Executive in accordance with Company policy and applicable laws with respect to any acts or omissions Executive may have committed in his capacity as an office holder of the Company, and to include him in the Company's existing D&O insurance policy in accordance with Company policy and applicable laws.

**13.10 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

**UROGEN PHARMA, INC.**

By: */s/ Liz Barrett*

\_\_\_\_\_  
**Liz Barrett**  
**Chief Executive Officer**

**EXECUTIVE**

*/s/ Chris Degnan*

\_\_\_\_\_  
**Chris Degnan**