

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2025

OR

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

For the transition period from _____ to _____

Commission file number: 001-38079

UROGEN PHARMA LTD.

(Exact Name of Registrant as Specified in its Charter)

Israel

(State or other jurisdiction of
incorporation or organization)

400 Alexander Park Drive, Princeton, New Jersey
(Address of principal executive offices)

98-1460746

(I.R.S. Employer
Identification No.)

08540
(Zip Code)

(646) 768-9780

Registrant's telephone number, including area code

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of exchange on which registered</u>
Ordinary Shares, par value NIS 0.01 per share	URGN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
Emerging growth company	<input type="checkbox"/>		

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of May 5, 2025, the registrant had 46,107,451 ordinary shares, par value NIS 0.01 per share, outstanding.

**UroGen Pharma Ltd.
Index**

	Page
PART I. FINANCIAL INFORMATION	1
Item 1. Financial Statements (Unaudited)	1
Condensed Consolidated Balance Sheets	1
Condensed Consolidated Statements of Operations and Comprehensive Loss	2
Condensed Consolidated Statements of Shareholders' Deficit	3
Condensed Consolidated Statements of Cash Flows	4
Notes to Unaudited Condensed Consolidated Financial Statements	5
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	21
Item 3. Quantitative and Qualitative Disclosures About Market Risk	33
Item 4. Controls and Procedures	35
PART II. OTHER INFORMATION	36
Item 1. Legal Proceedings	36
Item 1A. Risk Factors	36
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	77
Item 3. Defaults Upon Senior Securities	77
Item 4. Mine Safety Disclosures	77
Item 5. Other Information	77
Item 6. Exhibits	78
Signatures	79

Trademarks and Trade Names

Unless the context requires otherwise, references in this Quarterly Report to the "Company," "UroGen," "we," "us" and "our" refer to UroGen Pharma Ltd. and its subsidiary, UroGen Pharma, Inc.

UroGen®, *RTGe*®, and *Jelmyto*® are trademarks of ours that we use in this Quarterly Report. This Quarterly Report also includes trademarks, tradenames, and service marks that are the property of other organizations. Solely for convenience, our trademarks and tradenames referred to in this Quarterly Report appear without the ® or ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or the right of the applicable licensor to our trademark and tradenames. We do not intend our use or display of other companies' trade names or trademarks to imply a relationship with, or endorsement or sponsorship of us by, any other companies.

Part I—Financial Information

Item 1. Financial Statements.

UroGen Pharma Ltd.
Condensed Consolidated Balance Sheets
(unaudited; in thousands, except share amounts and par value)

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	\$ 104,033	\$ 171,987
Marketable securities	91,857	64,698
Restricted cash	1,076	1,076
Accounts receivable, net	19,638	20,302
Inventories	7,590	9,227
Prepaid expenses and other current assets	12,983	8,845
Total current assets	237,177	276,135
Non-current assets:		
Property and equipment, net	627	655
Restricted deposit	176	176
Right of use assets	4,753	3,134
Marketable securities	4,514	5,022
Other non-current assets	371	589
Total Assets	\$ 247,618	\$ 285,711
Liabilities and Shareholders' Deficit		
Current liabilities:		
Accounts payable and accrued expenses	\$ 30,322	\$ 27,431
Employee related accrued expenses	6,967	10,570
Other current liabilities	4,711	7,948
Total current liabilities:	42,000	45,949
Non-current liabilities:		
Prepaid forward obligation	123,336	121,387
Long-term debt	122,108	121,734
Long-term lease liabilities	2,841	1,653
Uncertain tax positions liability	3,791	3,791
Total Liabilities	294,076	294,514
Commitments and Contingencies (Note 19)		
Shareholders' Deficit:		
Ordinary shares, NIS 0.01 par value, 100,000,000 shares authorized at March 31, 2025 and December 31, 2024; 46,101,785 and 42,231,746 shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively	126	115
Additional paid-in capital	803,467	797,248
Accumulated deficit	(850,065)	(806,222)
Accumulated other comprehensive income	14	56
Total Shareholders' Deficit	(46,458)	(8,803)
Total Liabilities and Shareholders' Deficit	\$ 247,618	\$ 285,711

The accompanying notes are an integral part of these condensed consolidated financial statements.

UroGen Pharma Ltd.
Condensed Consolidated Statements of Operations and Comprehensive Loss
(unaudited; in thousands, except share and per share amounts)

	For the Three Months Ended March	
	31,	
	2025	2024
Revenue	\$ 20,254	\$ 18,781
Cost of revenue	2,330	1,728
Gross profit	17,924	17,053
Operating expenses:		
Research and development expenses	19,871	15,494
Selling, general and administrative expenses	34,967	27,299
Operating loss	(36,914)	(25,740)
Financing on prepaid forward obligation	(4,583)	(5,660)
Interest expense on long-term debt	(4,068)	(2,447)
Interest and other income, net	2,114	1,615
Loss before income taxes	(43,451)	(32,232)
Income tax expense	(392)	(54)
Net Loss	\$ (43,843)	\$ (32,286)
Statements of Comprehensive Loss		
Net loss	\$ (43,843)	\$ (32,286)
Other comprehensive loss		
Unrealized loss on investments	(42)	(49)
Comprehensive Loss	\$ (43,885)	\$ (32,335)
Net loss per ordinary share - basic and diluted	\$ (0.92)	\$ (0.87)
Weighted average number of shares outstanding used in computation of basic and diluted loss per ordinary share	47,422,119	37,059,186

The accompanying notes are an integral part of these condensed consolidated financial statements.

UroGen Pharma Ltd.
Condensed Consolidated Statements of Shareholders' Deficit
(unaudited; in thousands, except share amounts)

	<u>Ordinary Shares</u>			Additional paid-in capital	Accumulated Deficit	Accumulated other comprehensive income (loss)	Total
	Number of Shares	Amount	Amount				
Balance as of January 1, 2025	42,231,746	\$ 115	\$ 797,248	\$ (806,222)	\$ 56	\$ (8,803)	
Changes During the Three Months Ended March 31, 2025							
Exercise of options into ordinary shares	288,925	1	29			30	
Share-based compensation			3,069			3,069	
Conversion of pre-funded warrants into ordinary shares	3,206,271	9	(6)			3	
Issuance of ordinary shares, net of issuance costs	374,843	1	3,127			3,128	
Other comprehensive loss					(42)	(42)	
Net loss				(43,843)		(43,843)	
Balance as of March 31, 2025	<u>46,101,785</u>	<u>\$ 126</u>	<u>\$ 803,467</u>	<u>\$ (850,065)</u>	<u>\$ 14</u>	<u>\$ (46,458)</u>	
Balance as of January 1, 2024	32,490,119	\$ 89	\$ 614,035	\$ (679,348)	12	\$ (65,212)	
Changes During the Three Months Ended March 31, 2024							
Exercise of options into ordinary shares	237,100	1	(1)			—	
Share-based compensation			2,756			2,756	
Issuance of ordinary shares, net of issuance costs	3,400,468	9	54,648			54,657	
Other comprehensive loss					(49)	(49)	
Net loss				(32,286)		(32,286)	
Balance as of March 31, 2024	<u>36,127,687</u>	<u>\$ 99</u>	<u>\$ 671,438</u>	<u>\$ (711,634)</u>	<u>\$ (37)</u>	<u>\$ (40,134)</u>	

The accompanying notes are an integral part of these condensed consolidated financial statements.

UroGen Pharma Ltd.
Condensed Consolidated Statements of Cash Flow
(unaudited; in thousands)

	Three Months Ended March 31,	
	2025	2024
Cash Flows From Operating Activities		
Net loss	\$ (43,843)	\$ (32,286)
Adjustment to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	72	123
Accrued financing on prepaid forward obligation	(1,889)	2,599
Accretion on marketable securities	(774)	(183)
Share-based compensation	3,069	2,756
Amortization (accretion) of discount on long-term debt	374	(961)
Amortization of right of use assets	425	228
Acquisitions of IPR&D	3,128	—
Changes in operating assets and liabilities:		
Inventory	1,637	(1,570)
Accounts receivable, net	664	1,285
Prepaid expenses and other current assets	(4,138)	(210)
Other non-current assets	218	940
Accounts payable and accrued expenses	2,891	1,620
Employee related accrued expenses	(3,603)	(5,829)
Other current liabilities	483	—
Lease liabilities	(738)	(247)
Net cash used in operating activities	<u>(42,024)</u>	<u>(31,735)</u>
Cash Flows From Investing Activities		
Purchases of marketable securities	(66,351)	—
Maturities of marketable securities	40,432	13,518
Purchases of property and equipment	(44)	—
Net cash (used in) provided by investing activities	<u>(25,963)</u>	<u>13,518</u>
Cash Flows From Financing Activities		
Proceeds from exercise of options into ordinary shares	30	—
Proceeds from ordinary shares issuance, net of issuance costs	4	54,657
Net cash provided by financing activities	<u>34</u>	<u>54,657</u>
Increase (Decrease) in Cash and Cash Equivalents	<u>(67,953)</u>	<u>36,440</u>
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	<u>173,062</u>	<u>95,822</u>
Cash, Cash Equivalents and Restricted Cash at End of Period	<u>\$ 105,109</u>	<u>\$ 132,262</u>
Supplemental Disclosures of Non-Cash Activities		
Right of use assets obtained in exchange for new operating lease liabilities	<u>\$ 2,045</u>	<u>\$ —</u>
Acquisitions of IPR&D	<u>\$ 3,128</u>	<u>\$ —</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

UroGen Pharma Ltd.
Notes to the Unaudited Condensed Consolidated Financial Statements

Note 1 – Business and Nature of Operations**Nature of Operations**

UroGen Pharma Ltd. is an Israeli company incorporated in April 2004 (“UPL”).

UroGen Pharma, Inc., a wholly owned subsidiary of UPL, was incorporated in Delaware in October 2015 and began operating in February 2016 (“UPI”).

UPL and UPI (together the “Company”) is a biotechnology company dedicated to developing and commercializing innovative solutions that treat urothelial and specialty cancers. Since commencing operations, the Company has devoted substantially all of its efforts to securing intellectual property rights, performing research and development activities, including conducting clinical trials and manufacturing activities, hiring personnel, launching the Company’s first commercial product, *Jelmyto* (mitomycin) for pyelocalyceal solution, formerly known as UGN-101, advancing UGN-102 through regulatory approval, development of the Company’s other product candidates UGN-103, UGN-104, UGN-301 and UGN-501 (formerly known as ICVB-1042), and raising capital to support and expand these activities.

On April 15, 2020, the U.S. Food and Drug Administration (“FDA”) granted expedited approval for *Jelmyto*, a first-in-class treatment indicated for adults with low-grade upper tract urothelial cancer. *Jelmyto* consists of mitomycin, an established chemotherapy, and sterile hydrogel, using our proprietary sustained release *RTGel* technology. It is designed to prolong exposure of upper urinary tract tissue to mitomycin, thereby enabling the treatment of tumors by non-surgical means.

In August 2024, the Company completed the submission of the rolling new drug application (“NDA”) for UGN-102. In October 2024, the FDA accepted the Company’s NDA for UGN-102 (mitomycin) for intravesical solution and assigned a Prescription Drug User Fee Act (“PDUFA”) goal date of June 13, 2025.

Note 2 – Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information and in accordance with instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all the information and footnotes required by GAAP for complete financial statements. In the opinion of the Company’s management, the accompanying condensed consolidated financial statements contain all adjustments (consisting of normal recurring accruals and adjustments) necessary for fair statement of its financial position, results of operations and cash flows of the Company at the dates and for the periods indicated. Interim results are not necessarily indicative of results for the full fiscal year. The year-end condensed consolidated balance sheet data was derived from audited financial statements but does not include all disclosures required by accounting principles generally accepted in the United States. The unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and the notes thereto contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the U.S. Securities and Exchange Commission (“SEC”) on March 10, 2025.

The Company has experienced net losses since its inception and had an accumulated deficit of \$850.1 million and \$806.2 million as of March 31, 2025 and December 31, 2024, respectively. The Company expects to incur losses and have negative net cash flows from operating activities as it executes on its strategy, including engaging in further research and development activities, particularly conducting non-clinical studies and clinical trials. The success of the Company depends on its ability to successfully commercialize its technologies to support its operations and strategic plan.

In accordance with the accounting guidance related to the presentation of financial statements, management evaluates whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for the next 12 months from the date the financial statements are issued. The accompanying condensed consolidated financial statements have been prepared assuming that the Company will continue as a going concern, and do not include any adjustments relating to the carrying amounts and classification of assets and liabilities that may be necessary should the Company be unable to continue as a going concern. The Company’s ability to continue as a going concern is expected to be impacted by the timely advancement of UGN-102 through regulatory approval, its ability to raise additional capital to fund its operations and produce cash inflows from *Jelmyto* product sales.

Based on the Company’s cash, cash equivalents and marketable securities as of March 31, 2025, together with management’s cash flow projections, the Company believes that it has sufficient cash and cash equivalents to fund its operations beyond one year from the issuance of these condensed consolidated financial statements. If the Company is unable to obtain approval for UGN-102 and generate sufficient cash inflows from the sale and distribution of UGN-102, or that approval is delayed beyond the June 13, 2025 PDUFA date, the Company may need to raise additional capital in the future or reduce operating expenditures. There can be no assurances that the Company will be able to secure such additional financing on terms that are satisfactory to the Company, in an amount sufficient to meet the Company’s needs, or at all. In the event the Company is not successful in obtaining sufficient funding, this could force the Company to delay, limit, reduce or terminate the Company’s product development, commercialization efforts or other operations.

Note 3 – Significant Accounting Policies

Principles of Consolidation

The Company's condensed consolidated financial statements include the accounts of UPL and its subsidiary, UPI. Intercompany balances and transactions have been eliminated during consolidation.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results may differ from those estimates. As applicable to the unaudited condensed consolidated financial statements, the critical accounting estimates relate to the fair value of share-based compensation, measurement of revenue, estimate of uncertain tax positions, and measurement of liabilities accounted for under the interest method.

Functional Currency

The U.S. dollar ("Dollar") is the currency of the primary economic environment in which the operations of the Company are conducted. Therefore, the functional currency of the Company is the Dollar.

Accordingly, transactions in currencies other than the Dollar are measured and recorded in the functional currency using the exchange rate in effect at the date of the transaction. At the balance sheet date, monetary assets and liabilities that are denominated in currencies other than the Dollar are measured using the official exchange rate at the balance sheet date. The effects of foreign currency re-measurements are recorded in the condensed consolidated statements of operations as "Interest and other income, net."

Cash and Cash Equivalents; Marketable Securities

The Company presents all highly liquid investments with an original maturity of three months or less when purchased as cash equivalents. Cash and cash equivalents generally consist of money market funds and bank money market accounts and are stated at cost, which approximates fair value.

Cash and cash equivalents and marketable securities totaled \$200.4 million as of March 31, 2025. The Company accounts for its investments, which include cash equivalents and marketable securities, as available-for-sale in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 320, "Investments — Debt and Equity Securities". Available-for-sale debt securities are carried at fair value with unrealized gains and losses reported in other comprehensive loss within shareholders' equity (deficit). Realized gains and losses are recorded as a component of interest and other income, net. The cost of securities sold is based on the specific-identification method.

Certain short-term investments are valued using models or other valuation methodologies that use Level 2 inputs. These models are primarily industry-standard models that consider various assumptions, including time value, yield curve, volatility factors, default rates, current market and contractual prices for the underlying financial instruments, as well as other relevant economic measures. The majority of these assumptions are observable in the marketplace, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace.

For individual debt securities classified as available-for-sale securities where there has been a decline in fair value below amortized cost, the Company determines whether the decline resulted from a credit loss or other factors. The Company records impairment relating to credit losses through an allowance for credit losses, limited by the amount that the fair value is less than the amortized cost basis. Impairment that has not been recorded through an allowance for credit losses is recorded through other comprehensive income, net of applicable taxes.

Restricted cash is related primarily to cash held to secure corporate credit cards; restricted deposits are related to cash held to secure leases.

Concentration of Credit Risk

Financial instruments, which potentially subject the Company to significant concentrations of credit risk, consist primarily of cash and cash equivalents and marketable securities. The primary objectives for the Company's investment portfolio are the preservation of capital and the maintenance of liquidity. The Company does not enter into any investment transactions for trading or speculative purposes.

The Company's investment policy limits investments to certain types of instruments such as certificates of deposit, money market instruments, obligations issued by the U.S. government and U.S. government agencies as well as corporate debt securities, and places restrictions on maturities and concentration by type and issuer. The Company maintains cash balances in excess of amounts insured by the Federal Deposit Insurance Corporation and concentrated within a limited number of financial institutions. The accounts are monitored by management to mitigate the risk.

The Company's accounts receivables are composed of net sales of *Jelmyto* arising from the Company's arrangements with two customers, both of which are third-party national specialty distributors. The Company assesses the need for an allowance for doubtful accounts primarily based on creditworthiness, historical payment experience and general economic conditions. The Company has not experienced any credit losses related to arrangements with customers and has not currently recognized any allowance for doubtful accounts.

Income Taxes

The Company provides for income taxes based on pretax income, if any, and applicable tax rates available in the various jurisdictions in which it operates, including Israel and the United States. Deferred taxes are computed using the asset and liability method. Under the asset and liability method, deferred income tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities and are measured using the currently enacted tax rates and laws. A valuation allowance is recognized to the extent that it is more likely than not that the deferred taxes will not be realized in the foreseeable future.

The Company follows a two-step approach in recognizing and measuring uncertain tax positions. After concluding that a particular filing position can be recognized (i.e., has a more-likely-than-not chance of being sustained), ASC 740-10-30-7 requires that the amount of benefit recognized be measured using a methodology based on the concept of cumulative probability. Under this methodology, the amount of benefit recorded represents the largest amount of tax benefit that is greater than 50% likely to be realized upon settlement with a taxing authority that has full knowledge of all relevant information. See Note 17 for further discussion related to income taxes.

Inventory

The Company capitalizes inventory costs related to products to be sold in the ordinary course of business. The Company makes a determination of capitalizing inventory costs for a product based on, among other factors, status of regulatory approval, information regarding safety, efficacy and expectations relating to commercial sales and recoverability of costs. For *Jelmyto*, the Company commenced capitalization of inventory at the receipt of FDA approval. Costs related to inventories that are not expected to be manufactured and sold within the next 12 months are classified as long-term assets and presented within "Other non-current assets" on the condensed consolidated balance sheets.

The Company values its inventory at the lower of cost or net realizable value. The Company measures inventory approximating actual cost under a first-in, first-out basis. The Company assesses recoverability of inventory each reporting period to determine any write down to net realizable value resulting from excess or obsolete inventories.

Property and Equipment

Property and equipment are recorded at historical cost, net of accumulated depreciation, amortization and, if applicable, impairment charges. The Company reviews its property and equipment assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

Property and equipment are depreciated over the following useful lives (in years):

	<u>Useful Lives</u>
Computers and software	3
Laboratory equipment	3 - 6.5
Furniture	5 - 16.5
Manufacturing equipment	2 - 10

Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or lease terms. See Note 8 for further discussion regarding property and equipment.

Prepaid Forward Obligation

The Company is party to a transaction (the "RTW Transaction") with RTW Investments ("RTW") in which the Company received funds to support the launch of *Jelmyto* and the development of UGN-102 in return for tiered, future cash payments based on net sales of *Jelmyto* and, subject to FDA approval, UGN-102, UGN-103 and UGN-104. The net proceeds received under the RTW Transaction were recognized as a long-term liability. The Company recognizes the current cash payable amounts under the arrangement within other current liabilities on the condensed consolidated balance sheets. The subsequent measurement for the liability follows the accounting principles defined in ASC Topic 835-30, "Imputation of Interest". See Note 9 for further discussion related to the prepaid forward obligation.

Long-Term Debt

The Company is party to a loan agreement with funds managed by Pharmakon Advisors, L.P. ("Pharmakon"). The Company recognizes interest expense in current earnings, and accrued interest within other current liabilities on the condensed consolidated balance sheets. The Company recognizes capitalized financing expenses as a direct offset to the long-term debt on the Company's condensed consolidated balance sheets, and amortizes them over the term of the debt using the effective interest method. See Note 10 for further discussion related to long-term debt.

Leases

The Company is a lessee in several noncancelable operating and finance leases, primarily for office space, office equipment and vehicles.

The Company accounts for leases in accordance with ASC Topic 842, "Leases." The Company determines if an arrangement is a lease at inception. The Company additionally evaluates leases at their inception to determine if they are to be accounted for as an operating lease or a finance lease. Right-of-use ("ROU") assets and lease liabilities are recognized based on the present value of lease payments over the lease term as of the commencement date. Certain adjustments to the ROU assets may be required for items such as initial direct costs paid or incentives received. Operating and finance lease ROU assets are presented as right-of-use assets on the condensed consolidated balance sheets. The current portion of lease liabilities is included in other current liabilities and the long-term portion is presented separately as long-term lease liabilities on the condensed consolidated balance sheets.

Lease expense for operating leases is recognized on a straight-line basis over the lease term. For finance leases, the expense consists of interest on the lease liability and amortization of the ROU asset. Variable lease payments associated with the Company's leases are recognized when the event, activity, or circumstance in the lease agreement on which those payments are assessed occurs. Variable lease payments are presented as selling, general and administrative expenses in the condensed consolidated statements of operations. The Company has elected the practical expedient to not separate between lease and non-lease components.

The Company's lease terms may include options to extend the lease. The lease extensions are included in the measurement of the ROU asset and lease liability when it is reasonably certain that it will exercise that option.

Because most of the Company's leases do not provide an implicit rate of return, an incremental borrowing rate is used based on the information available at the commencement date in determining the present value of lease payments on an individual lease basis. The Company's incremental borrowing rate for a lease is the rate of interest it would have to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms.

ROU assets for operating leases are periodically reviewed for impairment losses under ASC 360-10, "Property, Plant, and Equipment", to determine whether an ROU asset is impaired, and if so, the amount of the impairment loss to recognize.

Revenue

Net revenue from product sales is recognized at the transaction price when the specialty distributors obtain control of the Company's products, which occurs at a point in time, typically upon delivery of the product to the treating physician. All product sales of *Jelmyto* are recognized through the Company's arrangements with two customers as defined by ASC 606, both of which are third-party national specialty distributors. Net revenue recognized includes gross revenue and management's estimate of returns, consideration paid to the customers, chargebacks relating to differences between the wholesale acquisition cost and the contracted price offered to the end consumer, chargebacks relating to 340B drug pricing programs and other government sponsored programs, Medicaid drug rebate programs, the Company's copay assistance program, and Medicare refunds for discarded drug, which are estimated based on the Company's historical experience.

Research and Development Expenses

Research and development costs are expensed as incurred and consist primarily of the cost of salaries, share-based compensation expenses, payroll taxes and other employee benefits, subcontractors and materials used for research and development activities, including nonclinical studies, clinical trials, manufacturing costs and professional services. The costs of services performed by others in connection with the research and development activities of the Company, including research and development conducted by others on behalf of the Company, are included in research and development costs and expensed as the contracted work is performed. The Company accrues for costs incurred as the services are being provided by monitoring the status of the trial or project and the invoices received from its external service providers. The Company adjusts its accrual as actual costs become known. Where contingent milestone payments are due to third parties under research and development arrangements or license agreements, the milestone payment obligations are expensed when such development milestone results are probable of being achieved.

When a transaction accounted for as an asset acquisition includes in-process research and development ("IPR&D"), the IPR&D asset is only capitalized as an intangible asset if it is determined to have an alternative future use other than in a particular research and development project. Otherwise, acquired IPR&D is recognized as research and development expenses in the period the transaction is closed.

Selling, General and Administrative Expenses

Selling, general and administrative expenses consist primarily of personnel costs (including share-based compensation related to directors, employees and consultants). Other significant costs include commercial, medical affairs, external professional service costs, facility costs, accounting and audit services, legal services and other consulting fees. Selling, general and administrative costs are expensed as incurred, and the Company accrues for services provided by third parties related to the above expenses by monitoring the status of services provided and receiving estimates from its service providers and adjusting its accruals as actual costs become known.

Share-Based Compensation

Share-based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the required service period, which is equal to the vesting period. For performance stock units ("PSUs"), cost is measured at the grant date based on the fair value of the award and is recognized over any relevant service period as expense when the achievement of the performance condition is probable. The fair value of options is determined using the Black-Scholes option-pricing model. The fair value of a restricted stock unit ("RSU") or a PSU equals the closing price of the Company's ordinary shares on the grant date. The Company accounts for forfeitures as they occur in accordance with ASC Topic 718, "Compensation—Stock Compensation".

The Company elected to recognize compensation costs for awards conditioned only on continued service that have a graded vesting schedule using the straight-line method and to value the awards based on the single-option award approach.

Pre-funded Warrants

The Company's outstanding pre-funded warrants are accounted for as a freestanding equity-linked financial instrument that meets the criteria for equity classification under ASC 480, "Distinguishing Liabilities from Equity," and ASC 815, "Derivatives and Hedging." Accordingly, the Company classifies the pre-funded warrants as a component of permanent shareholders' equity within additional paid-in capital and records them at the applicable issuance date using a relative fair value allocation method. The Company valued the pre-funded warrants at the applicable issuance date, concluding that their sales price approximated their fair value, and allocated the net sales proceeds from the applicable equity transaction proportionately to the ordinary shares and pre-funded warrants.

Net Loss per Ordinary Share

Basic net loss per share is computed by dividing the net loss attributable to ordinary shareholders by the weighted-average number of ordinary shares outstanding. Diluted net loss per share is computed similarly to basic net loss per share except that the denominator is increased to include the number of additional ordinary shares that would have been outstanding if the potential ordinary shares had been issued and if the additional ordinary shares were dilutive.

For all periods presented, potentially dilutive securities are excluded from the computation of fully diluted loss per share as their effect is anti-dilutive.

The Company's pre-funded warrants require the holder to pay nominal consideration to receive the Company's ordinary shares and are therefore considered outstanding shares in determining basic and diluted earnings per share in accordance with ASC Topic 260, "Earnings per Share".

Recently Adopted or Issued Accounting Pronouncements

In December 2023, the FASB issued Accounting Standards Update No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"), which will require the Company to disclose specified additional information in its income tax rate reconciliation and provide additional information for reconciling items that meet a quantitative threshold. ASU 2023-09 will also require the Company to disaggregate its income taxes paid disclosure by federal, state and foreign taxes, with further disaggregation required for significant individual jurisdictions. The Company will adopt ASU 2023-09 for the 2025 year-end and is currently evaluating the potential impact of the adoption on the Company's financial disclosures. ASU 2023-09 allows for adoption using either a prospective or retrospective transition method.

In November 2024, the FASB issued Accounting Standards Update No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40) ("ASU 2024-03"), which provides guidance to improve the disclosures about a public business entity's expenses. Public entities must adopt the new guidance for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. The Company is currently evaluating the potential impact of the adoption of ASU 2024-03 on the Company's financial disclosures.

The Company has reviewed other Accounting Standards Updates recently issued by the FASB, and determined that none of these pronouncements will have a significant impact on the Company's condensed consolidated financial statements and related disclosures.

Note 4 – Other Financial Information**Accounts Payable and Accrued Expenses**

Accounts payable and accrued expenses consisted of the following as of March 31, 2025 and December 31, 2024 (in thousands):

	March 31, 2025	December 31, 2024
Accounts payable	\$ 14,567	\$ 10,931
Accrued sales reserves	5,943	5,151
Accrued clinical expenses	2,357	2,027
Accrued research and development expenses	1,455	2,173
Accrued selling, general and administrative expenses	5,159	6,000
Accrued other expenses	841	1,149
Total accounts payable and accrued expenses	<u>\$ 30,322</u>	<u>\$ 27,431</u>

Interest and Other Income, Net

Interest and other income, net consisted of the following for the three months ended March 31, 2025 and 2024 (in thousands):

	Three Months Ended March 31,	
	2025	2024
Interest income	\$ 2,204	\$ 1,798
Other income (loss), net	(90)	(183)
Total interest and other income, net	<u>\$ 2,114</u>	<u>\$ 1,615</u>

Note 5 – Inventories

Inventories consisted of the following as of March 31, 2025 and December 31, 2024 (in thousands):

	March 31, 2025	December 31, 2024
Raw materials (1)	\$ 4,064	\$ 4,924
Finished goods	3,526	4,522
Total inventories	<u>\$ 7,590</u>	<u>\$ 9,446</u>

(1) \$0.2 million of raw materials are included within other non-current assets on the condensed consolidated balance sheets at December 31, 2024. These raw materials are not expected to be manufactured and sold within the next 12 months. Changes in non-current inventories are reflected on the condensed consolidated statements of cash flows within the caption of other non-current assets. No raw materials were included as other non-current assets on the condensed consolidated balance sheets at March 31, 2025.

Note 6 – Fair Value Measurements

The Company follows authoritative accounting guidance, which among other things, defines fair value, establishes a consistent framework for measuring fair value and expands disclosure for each major asset and liability category measured at fair value on either a recurring or nonrecurring basis. Fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability.

As a basis for considering such assumptions, a three-tier fair value hierarchy has been established, which prioritizes the inputs used in measuring fair value as follows:

- Level 1: Observable inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs other than quoted prices that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets and quoted prices for identical or similar assets or liabilities in markets that are not active.
- Level 3: Unobservable inputs that reflect the reporting entity's own assumptions.

The carrying amounts of the Company's cash, restricted cash, other current assets, accounts payable and accrued liabilities are generally considered to be representative of their fair value because of the short-term nature of these assets and liabilities.

The carrying value of the prepaid forward obligation (See Note 9 - Prepaid Forward Obligation) approximates its fair value. The Company estimated the fair value of the prepaid forward obligation using Level 3 inputs, including internally developed financial forecasts and management's estimate of probability of success related to product candidates, and determined that the effective interest rate in the obligation approximates market rates for loans with similar terms and risk characteristics.

The Company estimated the fair value of long-term debt (see Note 10 - Long-Term Debt) using the income approach with Level 3 inputs. The Company estimated future floating rate interest payments using a forward curve of a three-month benchmark rate, and estimated fair value based on publicly available data reported in the financial statements of publicly traded venture lending companies. Based on a reasonable range of yields for debt instruments of similar tenor in a similar industry, the Company determined that the carrying value of the long-term debt on the Company's balance sheet approximates its fair value.

No transfers between levels have occurred during the periods presented.

Assets measured at fair value on a recurring basis based on Level 1 and Level 2 fair value measurement criteria as of March 31, 2025 are as follows (in thousands):

	Balance as of March 31, 2025	Fair Value Measurements Using Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets:			
Cash equivalents			
Money market funds	\$ 11,181	\$ 11,181	\$ —
Commercial paper	4,491	—	4,491
Total cash equivalents	15,672	11,181	4,491
Marketable securities			
U.S. government	65,837	65,837	—
Corporate bonds	11,910	—	11,910
Commercial paper	13,582	—	13,582
Certificates of deposit	5,043	—	5,043
Total marketable securities	96,372	65,837	30,535
Total assets at fair value	\$ 112,044	\$ 77,018	\$ 35,026

Assets measured at fair value on a recurring basis based on Level 1 and Level 2 fair value measurement criteria as of December 31, 2024 are as follows (in thousands):

	Balance as of December 31, 2024	Fair Value Measurements Using Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets:			
Cash equivalents			
Money market funds	\$ 41,008	\$ 41,008	\$ —
Marketable securities			
U.S. government	26,053	26,053	—
Corporate bonds	14,980	—	14,980
Commercial paper	26,622	—	26,622
Certificates of deposit	2,065	—	2,065
Total marketable securities	69,720	26,053	43,667
Total assets at fair value	\$ 110,728	\$ 67,061	\$ 43,667

The Company's investments in U.S. government bonds and money market funds are measured based on publicly available quoted market prices for identical securities as of March 31, 2025 and December 31, 2024. The Company's investments in corporate bonds, commercial paper and certificates of deposits are measured based on quotes from market makers for similar items in active markets.

Note 7 – Investments

The following table summarizes the Company's investments as of March 31, 2025 (in thousands):

	Amortized Cost Basis	Unrealized Gains	Unrealized Losses	Fair Value
Assets:				
Cash equivalents				
Money market funds	\$ 11,181	\$ —	\$ —	\$ 11,181
Commercial paper	4,492	—	(1)	4,491
Total cash equivalents	15,673	—	(1)	15,672
Marketable securities:				
U.S. government	65,836	8	(7)	65,837
Corporate bonds	11,895	15	—	11,910
Commercial paper	13,580	3	(1)	13,582
Certificates of deposit	5,046	—	(3)	5,043
Total marketable securities	96,357	26	(11)	96,372
Total assets at fair value	\$ 112,030	\$ 26	\$ (12)	\$ 112,044

The Company classifies its investments as available-for-sale, and they consist entirely of debt securities. As of March 31, 2025, the amortized cost of investments included an immaterial amount of accrued interest. As of March 31, 2025, marketable securities were in a net unrealized gain position. Unrealized gains and losses on available-for-sale debt securities are included as a component of comprehensive loss.

As of March 31, 2025, the aggregate fair value of investments held by the Company in an unrealized loss position was \$74.2 million which consisted of 20 securities. The unrealized loss was primarily driven by minor fluctuations in the fair value of certain U.S. government, commercial paper and certificates of deposit positions. The Company does not expect to settle the debentures at a price less than the amortized cost basis of the investment; the Company expects to recover the entire amortized cost basis of the security. In accordance with the Company's general investment strategy, the Company does not intend to sell the investments before maturity. As of March 31, 2025, the Company believes the cost basis for its marketable securities were recoverable in all material aspects and no allowance for credit losses were recognized in the period.

The Company's investments as of March 31, 2025 mature at various dates through November 2026. The fair values of investments by contractual maturity consist of the following (in thousands):

	March 31, 2025	December 31, 2024
Maturities within one year	\$ 107,530	\$ 105,706
Maturities after one year through three years	4,514	5,022
Total investments	\$ 112,044	\$ 110,728

Note 8 – Property and Equipment

Property and equipment consists of the following as of March 31, 2025 and December 31, 2024 (in thousands):

	March 31, 2025	December 31, 2024
Laboratory equipment	\$ 476	\$ 473
Computer equipment and software	2,583	2,542
Furniture	612	612
Leasehold improvements	626	626
Manufacturing equipment	683	683
	4,980	4,936
Less: accumulated depreciation and amortization	(4,353)	(4,281)
Property and equipment, net	\$ 627	\$ 655

Depreciation and amortization expense was \$0.1 million for the three months ended March 31, 2025 and \$0.1 million for the three months ended March 31, 2024.

Note 9 – Prepaid Forward Obligation

In March 2021, the Company entered into a prepaid forward agreement with RTW. Under the terms of the RTW Transaction, the Company received \$75.0 million (\$72.4 million net of transaction costs) to support the launch of *Jelmyto* and the development of UGN-102. In return for the transferred funds, RTW is entitled to receive tiered, future cash payments based on aggregate worldwide annual net product sales of *Jelmyto* and, subject to FDA approval, UGN-104, in an amount equal to: (i) 9.5% of annual net sales up to \$200 million, (ii) 3.0% of annual net sales for annual net sales between \$200 million and \$300 million, and (iii) 1.0% of annual net sales for annual net sales above \$300 million. Pursuant to the agreement, the initial cash payment rate of 9.5% on *Jelmyto* aggregate worldwide annual net sales of up to \$200 million was increased to 13.0% and remained at that rate during the three months ended March 31, 2025 because certain revenue thresholds were not met.

In addition, subject to FDA approval of UGN-102 and UGN-103, RTW is entitled to receive tiered, future cash payments based on aggregate worldwide annual net product sales of UGN-102 and UGN-103 in an amount equal to: (i) 2.5% of annual net sales up to \$200 million, (ii) 1.0% of annual net sales for annual net sales between \$200 million and \$300 million, and (iii) 0.5% of annual net sales for annual net sales above \$300 million. If the Company does not receive FDA approval for UGN-102 by June 30, 2025, the future cash payments to RTW with respect to aggregate worldwide annual net sales of *Jelmyto* across all *Jelmyto* annual net sales tiers will increase by 1.5%.

In accordance with the prepaid forward agreement, the Company will be required to make payments of amounts owed to RTW each calendar quarter, through and until the quarter in which the aggregate cash payments received by RTW are equal to or greater than \$300 million. As of March 31, 2025, the cumulative amounts paid and payable by the Company were \$37.5 million. As security for the payment and fulfillment of these amounts throughout the arrangement, the Company has granted RTW a first priority security interest in *Jelmyto*, UGN-102, UGN-103 and UGN-104, including the regulatory approvals, intellectual property, material agreements, proceeds and accounts receivable related to these products.

In May 2021, following the receipt of necessary regulatory approvals, the Company received the \$75.0 million prepaid forward payment (\$72.4 million net of transaction costs) from RTW and recognized an associated prepaid forward obligation liability. Each period the Company makes a payment to RTW, an expense is recognized related to financing on the prepaid forward obligation based on an imputed rate derived from the expected future payments. Management reassesses the effective rate each period based on the current carrying value of the obligation and the revised estimated future payments. Changes in future payments from previous estimates are included in future financing expense.

The following table shows the activity with respect to the carrying value of the prepaid forward liability for the year ended December 31, 2024 and for the three months ended March 31, 2025 in thousands:

Carrying value of prepaid forward obligation as of December 31, 2023	\$ 109,722
Financing on prepaid forward obligation	23,411
Amounts paid and payable (1)	<u>(11,746)</u>
Carrying value of prepaid forward obligation as of December 31, 2024	121,387
Financing on prepaid forward obligation	4,583
Amounts paid and payable (1)	<u>(2,634)</u>
Carrying value of prepaid forward obligation as of March 31, 2025	<u>\$ 123,336</u>

(1) \$2.6 million and \$6.5 million of the "Amounts paid and payable" are included as the current portion of the prepaid forward obligation within other current liabilities on the condensed consolidated balance sheets as of March 31, 2025 and December 31, 2024, respectively.

Note 10 – Long-Term Debt

On March 7, 2022, the Company entered into a loan agreement with Pharmakon for a senior secured term loan of up to \$100 million in two tranches. The first tranche of \$75 million was funded in March 2022. The second tranche of \$25 million was funded in December 2022.

On June 29, 2023, the loan agreement with Pharmakon was amended to replace the benchmark governing the interest rate with a rate based on the secured overnight financing rate ("SOFR") published by the Federal Reserve Bank of New York. Effective July 2023, the loan accrued interest using a benchmark rate of 3-month SOFR plus 8.25% plus an additional adjustment of 0.26161%.

On March 13, 2024, the Company entered into an amended and restated loan agreement with Pharmakon for an additional third and fourth tranche of senior secured loan. The third tranche of \$25.0 million was funded in September 2024. The fourth tranche of \$75.0 million will become available at the Company's option no later than August 29, 2025, subject to (i) receiving FDA approval of an NDA for UGN-102 no later than June 30, 2025 and (ii) the satisfaction of customary bring down conditions and deliverables. Under the amended and restated loan agreement, all outstanding loans with Pharmakon accrue interest using a benchmark rate of 3-month SOFR plus 7.25% plus an additional adjustment of 0.26161%. All outstanding principal will be required to be repaid in four equal quarterly installments commencing in the second quarter of 2026, with a one-year extension possible upon FDA approval of an NDA for UGN-102 by June 30, 2025. All outstanding loans with Pharmakon can be prepaid in whole at the Company's discretion, at any time, subject to prepayment premiums and make-whole amounts. The Company is not required to maintain any financial covenants.

The Company incurred financing expenses of \$4.2 million related to the first and second tranches funded in 2022, and \$0.5 million related to the third tranche funded in 2024, which are recognized as a direct offset to the long-term debt on the Company's condensed consolidated balance sheets. These debt issuance costs are amortized over the term of the debt using the effective interest method, and are recorded in the condensed consolidated statements of operations as "Interest expense".

The following table shows the activity with respect to the carrying value of the long-term debt, in thousands:

Carrying value of Pharmakon loan as of December 31, 2023	\$	98,551
Third tranche of Pharmakon loan		25,000
Capitalized costs and discounts		(512)
Interest expense		12,521
Amounts paid		(13,826)
Carrying value of Pharmakon loan as of December 31, 2024		121,734
Interest expense		4,068
Amounts paid		(3,694)
Carrying value of Pharmakon loan as of March 31, 2025	\$	<u>122,108</u>

Note 11 – Leases**Operating Leases**

The Company had the following office and laboratory facility leases during the periods covered by this report:

- In April 2016, UPL signed an addendum to its November 2014 lease agreement for the Company's offices located in Israel, in order to increase the office space rented and to extend the rent period for an additional three years until August 2022. In July 2022, the Company signed a lease extension agreement for the Company's offices located in Israel, extending the term of the lease through September 2025. The Company's remaining contractual obligation under this lease is approximately \$0.1 million as of March 31, 2025.
- In April 2018, UPI entered into a new lease agreement for an office in Los Angeles, California. The lease commencement date was July 10, 2018 and terminated in March 2024. The landlord provided a tenant allowance for leasehold improvements of \$0.2 million that was accounted for as a lease incentive. In November 2019, UPI entered into a sublease for this office space, with a lease commencement date of January 1, 2020 which continued until the end of the lease term in March 2024. The subtenants exercised their early access clause and moved into the premises at the end of November 2019. The Company accounted for the sublease as an operating lease in accordance with ASC 842.
- In November 2019, UPI entered into a new lease agreement for an office in Princeton, New Jersey, which the Company now uses as its headquarters. The lease commencement date was November 29, 2019 with an original lease term of 38 months, expiring January 31, 2023. In June 2022, the Company signed a lease extension for the Princeton office, extending the term of the lease through January 31, 2026. The Company's remaining contractual obligation under this lease is approximately \$0.5 million as of March 31, 2025.

Finance Leases

- In July 2024, UPI entered into a new master lease agreement for vehicles, primarily for use by employees in sales, field services, and roles that require regular travel. Under the terms of the master lease agreement, the Company will lease various vehicles from time to time with an initial lease term of 48 months commencing on the delivery date of the vehicle with an option to continue month-to-month for an unlimited period of time. Lease payments are fixed, with payments due monthly in advance, and include charges for depreciation, maintenance, and other related services. At the end of each lease term, the Company is required to make a terminal rental adjustment based on the difference between the vehicle's contractual book value and its estimated wholesale value, which may result in additional payments or refunds. The Company may also be required to pay additional rent if the vehicle exceeds certain mileage limits or shows abnormal wear and tear during the lease term. The Company's remaining contractual obligation relating to the leases entered into under this master agreement is approximately \$4.7 million as of March 31, 2025.

In addition, the Company has other operating office equipment and vehicle leases. The Company's operating leases may require minimum rent payments, contingent rent payments adjusted periodically for inflation, or rent payments equal to the greater of a minimum rent or contingent rent. The Company's leases do not contain any residual value guarantees or material restrictive covenants. The Company's active leases expire at various dates from 2025 through 2029, with varying renewal and termination options.

The components of lease cost for the three months ended March 31, 2025 and 2024 were as follows (in thousands):

	Three Months Ended	
	March 31,	
	2025	2024
Finance lease cost:		
Amortization of right-of-use assets	\$ 217	\$ —
Interest on lease liabilities	107	—
Operating lease cost	226	225
Sublease income	—	(42)
Variable lease cost	13	29
	\$ 563	\$ 212

The amounts recognized as of March 31, 2025 and December 31, 2024 were as follows (in thousands):

	March 31, 2025	December 31, 2024
Finance lease right-of-use assets	\$ 4,112	\$ 2,285
Operating lease right-of-use assets	641	849
Finance long-term lease liabilities	2,838	1,595
Operating long-term lease liabilities	3	58
Other current liabilities related to finance leases	780	745
Other current liabilities related to operating leases	634	785

As of March 31, 2025, no impairment losses have been recognized.

Supplemental information related to leases for the three months ended March 31, 2025 and 2024 is as follows (in thousands, except for lease terms and discount rate amounts):

	Three Months Ended March 31,	
	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Financing cash flows from finance leases	\$ 688	\$ —
Operating cash flows from operating leases	\$ 220	\$ 277
Right-of-use assets obtained in exchange for new finance lease liabilities	\$ 2,045	\$ —
Weighted-average remaining lease term of finance leases (in years)	3.58	—
Weighted-average remaining lease term of operating leases (in years)	0.78	1.74
Weighted-average discount rate of finance leases	13.82%	—
Weighted-average discount rate of operating leases	10.23%	10.27%

As of March 31, 2025, maturities of lease liabilities were as follows (in thousands):

	<u>Finance Leases</u>
Years ending December 31,	
Remainder of 2025	\$ 924
2026	1,232
2027	1,232
2028	1,218
2029 and there after	62
Total future minimum lease payments	4,668
Less: Interest	(1,050)
Present value of lease liabilities	\$ 3,618
	<u>Operating Leases</u>
Years ending December 31,	
Remainder of 2025	\$ 599
2026	58
Total future minimum lease payments	657
Less: Interest	(20)
Present value of lease liabilities	\$ 637

As of March 31, 2024, maturities of lease liabilities were as follows (in thousands):

	<u>Operating Leases</u>
Years ending December 31,	
Remainder of 2024	\$ 658
2025	822
2026	58
Total future minimum lease payments	1,538
Less: Interest	(122)
Present value of lease liabilities	\$ 1,416

Note 12 – Revenue From Product Sales

Net product sales consist of the following for the three months ended March 31, 2025 and 2024 (in thousands):

	Three Months Ended	
	March 31,	
	2025	2024
<i>Jelmyto</i>	\$ 20,254	\$ 18,781

All product sales of *Jelmyto* are recognized through the Company's arrangements with two customers as defined by ASC 606, both of which are third-party national specialty distributors. The Company's largest customer comprises over 85% of product sales for the three months ended March 31, 2025. During the three months ended March 31, 2024, the Company had a single customer. The Company's largest customer comprises approximately 80% of accounts receivables at both March 31, 2025 and December 31, 2024. Net revenue recognized includes gross revenue and management's estimate of returns, consideration paid to the customers, chargebacks relating to differences between the wholesale acquisition cost and the contracted price offered to the end consumer, chargebacks relating to 340B drug pricing programs and other government sponsored programs, Medicaid drug rebate programs, Medicare drug rebate programs, the Company's copay assistance program, and Medicare refunds for discarded drug. The Company estimates these elements of variable consideration based on the contractual or statutory terms governing the arrangements and the Company's historical experience, and constrains the net revenue recognized for product sales to the value that is not probable to be reversed when the uncertainty associated with the variable consideration is subsequently resolved. Reserves for chargebacks and returns are net settled and recognized as contra accounts receivable while the remaining reserves are recognized within other current liabilities on the condensed consolidated balance sheets. The following table shows the activity with respect to sales reserves for the period ended March 31, 2025 and 2024 (in thousands):

	Reserves related to government sponsored programs	Medicare refunds for discarded drug reserve	Other reserves	Total accrued sales reserves
Balance as of December 31, 2024	\$ 887	\$ 7,729	\$ 1,946	\$ 10,562
Accruals	3,686	903	2,713	7,302
Utilizations	(3,889)	(3,809)	(2,926)	(10,624)
Balance as of March 31, 2025	\$ 684	\$ 4,823	\$ 1,733	\$ 7,240
Balance as of December 31, 2023	\$ 1,062	\$ 3,451	\$ 1,458	\$ 5,971
Accruals	1,927	845	1,793	4,565
Utilizations	(2,149)	—	(1,996)	(4,145)
Balance as of March 31, 2024	\$ 840	\$ 4,296	\$ 1,255	\$ 6,391

Note 13 – License and Collaboration Agreements

Agenus Agreement

In November 2019, the Company entered into a license agreement with Agenus Inc. ("Agenus"), pursuant to which Agenus granted to the Company an exclusive, worldwide (not including Argentina, Brazil, Chile, Colombia, Peru, Venezuela and their respective territories and possessions), royalty-bearing, sublicensable license under Agenus's intellectual property rights to develop, make, use, sell, import, and otherwise commercialize products incorporating a proprietary monoclonal antibody of Agenus known as AGEN1884 (zalifrelimab), an anti-CTLA-4 antagonist, for the treatment of cancers of the urinary tract via intravesical delivery. UGN-301 is a formulation of zalifrelimab administered using *RTGel* technology that is in Phase 1 clinical development for high-grade non-muscle invasive bladder cancer ("high-grade NMIBC").

Note 14 – Acquisitions

On February 14, 2025 (the "Closing Date"), the Company entered into an Asset Purchase Agreement (as amended, the "Agreement") with IconOVir Bio, Inc. ("IconOVir"), pursuant to which the Company purchased and acquired certain assets of IconOVir (the "Transferred Assets"), including the product candidate ICVB-1042 and certain contracts, intellectual property rights, regulatory applications, submissions and registrations, and data and other rights related thereto, and assumed certain liabilities and obligations of IconOVir arising under certain contracts of IconOVir acquired by the Company.

As consideration for the Transferred Assets and subject to the terms and conditions of the Agreement, on the Closing Date the Company (i) issued 374,843 ordinary shares of the Company (the "Company Shares") to IconOVir, which represented a purchase price of \$4.0 million divided by the volume-weighted average closing price of the Company Shares on The Nasdaq Stock Market over the 30 consecutive trading days ending on (and including) the trading day immediately prior to the Closing Date, (ii) agreed to pay IconOVir a one-time payment of \$15.0 million in cash upon the achievement of a cumulative aggregate worldwide net sales milestone for all products, including combination products, that incorporate or comprise ICVB-1042 ("ICVB Products"), (iii) agreed to pay IconOVir a low, single-digit percentage royalty, on an ICVB Product-by-ICVB Product basis, on the annual, worldwide net sales of such ICVB Product during the royalty term, subject to certain reductions as set forth in the Agreement, and (iv) agreed to assume certain immaterial liabilities arising under certain acquired contracts ((i), (ii), (iii), and (iv) collectively, the "Purchase Price").

The Company also granted IconOVir certain piggyback registration rights with respect to the Company Shares issued to IconOVir, subject to customary exceptions and cutback rights.

Entities affiliated with Arie Beldegrun, M.D., the Chair of the Board of Directors of the Company, held certain promissory notes of IconOVir at the time, that may entitle such entities to receive, in the aggregate, approximately 28.3% of the Purchase Price paid to IconOVir pursuant to the Agreement.

The Company evaluates acquisitions of assets and other similar transactions to assess whether the transaction should be accounted for as a business combination or asset acquisition by first applying a screen test to determine whether substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets. If so, the transaction is accounted for as an asset acquisition. The cost of an asset acquisition is allocated to identifiable assets acquired and liabilities assumed based on a relative fair value basis. Goodwill is not recognized in an asset acquisition. Any contingent consideration in an asset acquisition is recognized only when amounts are both probable and estimable, at which point the consideration is allocated to the assets acquired on a relative fair value basis. Based on our assessment of the value of the assets acquired as well as consideration of the inputs, processes and outputs, we concluded that this represented an asset acquisition. When a transaction accounted for as an asset acquisition includes IPR&D, the IPR&D asset is only capitalized as an intangible asset if it is determined to have an alternative future use other than in a particular research and development project. Otherwise, amounts allocated to the IPR&D are recognized as research and development expenses in the period. The Company accounted for the acquisition of the Transferred Assets from IconOVir as an asset acquisition. The Company determined the fair value of the consideration transferred was \$3.1 million which represented the fair value of the unregistered shares. Given the early stage nature of such assets and level of further development necessary to produce an output, the Company recognized the cost of the acquisition as a research and development expense during the three months ended March 31, 2025.

Note 15 – Shareholders' Equity

The Company had 100.0 million ordinary shares authorized for issuance as of March 31, 2025 and December 31, 2024. The Company had 46.1 million and 42.2 million ordinary shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively. Each ordinary share is entitled to one vote. The holders of ordinary shares are also entitled to receive dividends whenever funds are legally available, when and if declared by the Board of Directors (the "Board"). Since the Company's inception, the Board has not declared any dividends.

ATM Sales Agreement

In December 2019, the Company entered into a sales agreement (the "ATM Sales Agreement") with TD Securities (USA) LLC (f/k/a Cowen and Company, LLC) ("TD Cowen") pursuant to which the Company may from time to time offer and sell the Company's ordinary shares having an aggregate offering price of up to \$100.0 million.

During the first quarter of 2024, the Company sold 3,400,468 ordinary shares under the ATM Sales Agreement, for gross proceeds of approximately \$56.1 million. The net proceeds to the Company after deducting sales commissions to TD Cowen were approximately \$54.7 million. The Company did not sell any ordinary shares under the ATM Sales Agreement in the three months ended March 31, 2025. The remaining capacity under the ATM Sales Agreement was approximately \$27.3 million as of March 31, 2025. The shares will be offered and sold pursuant to the Company's shelf registration statement on Form S-3 filed with the SEC on November 15, 2022, which was declared effective on November 29, 2022, or a subsequent shelf registration statement.

Securities Purchase Agreement

On July 26, 2023, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with certain institutional and other accredited investors (the "Purchasers"), pursuant to which the Company agreed to sell and issue to the Purchasers 7,300,380 ordinary shares of the Company ("Shares") and 5,278,776 of pre-funded warrants to purchase ordinary shares of the Company at a purchase price of \$9.54 per Share or \$9.539 for each ordinary share underlying a pre-funded warrant, in a private placement transaction that closed on July 28, 2023 and August 9, 2023 (the "Private Placement") for aggregate gross proceeds of \$120.0 million, before deducting fees to placement agents and financial advisors and before other expenses paid by the Company. Each pre-funded warrant has an exercise price of \$0.001 per ordinary share, subject to customary adjustments, became exercisable upon original issuance and will not expire until exercised in full. The pre-funded warrants may not be exercised if the aggregate number of ordinary shares beneficially owned by the holder thereof immediately following such exercise would exceed a specified beneficial ownership limitation. The aggregate fee paid by the Company to placement agents and financial advisors was \$3.6 million, plus the reimbursement of certain expenses.

Resales of the Shares and the ordinary shares issuable upon exercise of the pre-funded warrants were registered pursuant to the Company's registration statement on Form S-3 (File No. 333-274423) filed with the SEC on September 8, 2023, which was declared effective on September 15, 2023.

On December 20, 2023, the Company issued 1,599,733 ordinary shares through a cashless exercise of 1,599,840 pre-funded warrants for the purchase of ordinary shares of the Company. On January 24, 2025, the Company issued 3,206,271 ordinary shares upon exercise of 3,206,271 pre-funded warrants for the purchase of ordinary shares of the Company. As of March 31, 2025, 472,665 pre-funded warrants from the Purchase Agreement remain outstanding.

Monograph Capital Partners I, L.P. ("Monograph"), a life sciences venture firm that is affiliated with Fred Cohen, M.D., a director of the Company at the time, purchased 1,572,327 of the Shares in the Private Placement, for an aggregate purchase price of \$15.0 million. Dr. Cohen was the Chair and Chief Investment Officer of Monograph at the time of purchase.

Underwritten Public Offering

On June 17, 2024, the Company entered into an underwriting agreement (the "Underwriting Agreement") with TD Securities (USA) LLC and Guggenheim Securities, LLC, as representatives of the several underwriters named therein (collectively, the "Underwriters"), relating to the issuance and sale in a public offering of 5,000,000 ordinary shares of the Company for \$17.50 per share and pre-funded warrants to purchase 1,142,857 ordinary shares of the Company for \$17.499 per pre-funded warrant. The offering closed on June 20, 2024. The gross proceeds to the Company from this closing of the offering were \$107.5 million, before deducting underwriting discounts and commissions and offering expenses paid by the Company of \$7.3 million. Each pre-funded warrant has an exercise price of \$0.001 per ordinary share, subject to customary adjustments, is exercisable at any time and will not expire until exercised in full. The pre-funded warrants may not be exercised if the aggregate number of ordinary shares beneficially owned by the holder thereof immediately following such exercise would exceed a specified beneficial ownership limitation. As of March 31, 2025, all 1,142,857 pre-funded warrants remain outstanding. In addition, the Underwriters were granted an option exercisable for 30 days, to purchase up to 921,428 additional shares at the public offering price, less the underwriting discounts and commissions. On July 18, 2024, the Company completed the closing of the sale of 921,428 additional shares in the offering following the exercise in full of the Underwriters' option to purchase additional shares, which resulted in additional gross proceeds to the Company of \$16.1 million before deducting underwriting discounts and commissions and offering expenses paid by the Company of \$1.0 million.

Note 16 – Share-Based Compensation

In October 2010, the Board approved a share option plan (the "2010 Plan") for grants to Company employees, consultants, directors, and other service providers. Subsequently, in March 2017, the Board adopted the 2017 Equity Incentive Plan (the "2017 Plan" and, together with the 2010 Plan, the "Plans"), which was approved by the shareholders in April 2017. The 2017 Plan provides for the grant of stock options, stock appreciation rights, restricted stock awards, RSU awards, performance share awards, performance cash awards, and other forms of share awards to the Company's employees, directors and consultants.

The grant of options to Israeli employees under the Plans is subject to the terms stipulated by Section 102 of the Israeli Income Tax Ordinance ("Section 102"). The option grants are subject to the track chosen by the Company, either the "regular income" track or the "capital gains" track, as set out in Section 102. The Company registered the Plans under the capital gains track, which offers more favorable tax rates to the employees. As a result, and pursuant to the terms of Section 102, the Company is not allowed to claim as an expense for tax purposes the amounts credited to the employees in respect of options granted to them under the Plans, including amounts recorded as salary benefits in the Company's accounts, with the exception of the work-income benefit component, if any, determined on grant date. For non-employees and for non-Israeli employees, the Plans is subject to Section 3(i) of the Israeli Income Tax Ordinance.

Employees are typically granted stock options and/or RSUs, upon commencement of employment. Also, eligible employees may receive an annual grant of options, RSUs and/or PSUs. Non-employee members of the Board typically receive a grant of stock options upon initial appointment to the Board, and stock options annually. The term of any option granted under the Plans cannot exceed 10 years. Options shall not have an exercise price less than 100% of the fair market value of the Company's ordinary shares on the grant date, and generally vest over a period of three years. If the individual possesses more than 10% of the combined voting power of all classes of equity of the Company, the exercise price shall not be less than 110% of the fair market value of an ordinary share on the date of grant.

The Company's RSU and option grants provide for accelerated or continued vesting in certain circumstances as defined in the plans and related grant agreements, including a termination in connection with a change in control. RSUs generally vest in a 33% increment upon the first anniversary of grant, and in either equal quarterly or annual amounts for the two years following the one-year anniversary of the grant date. Options generally vest in a 33% increment upon the first anniversary of the grant date, and in either equal quarterly or annual amounts for the two years following the one-year anniversary of the grant date. The Company also grants PSUs to certain employees. The PSU's granted during 2023 vest based on either the earlier of obtaining regulatory approval for the Company's lead product candidate UGN-102 or the occurrence of a change in control. The PSU's granted in 2024 vest upon the achievement of the first commercial sale of UGN-102 in the United States following UGN-102's receipt of regulatory approval. The PSU's granted in 2025 vest upon achievement of a net product sales target for UGN-102 and continued service for three years following the grant date. In June 2024, the Company amended certain RSU and PSU awards granted to its chief executive officer to defer vesting until the end of 2025. The Company accounted for the modification as a Type I probable-to-probable modification under ASC 718. As the modification did not result in any incremental fair value at the modification date, the Company continues to recognize the original grant-date fair value ratably over the original service period or expected performance period.

The maximum number of ordinary shares that was initially authorized for issuance under the 2017 Plan was 1,400,000. On January 1, 2018, the share reserve increased by 250,167 shares to a total share reserve of 1,650,167 shares. On October 12, 2018, the Company increased the number of ordinary shares authorized for issuance under the 2017 Plan by 1,900,000 shares to a total share reserve of 3,550,167 shares. On June 8, 2020, the Company's shareholders approved an increase to the number of ordinary shares authorized for issuance under the 2017 Plan by 400,000 shares to a total share reserve of 3,950,167 shares. On June 7, 2021, the Company's shareholders approved an increase to the number of ordinary shares authorized for issuance under the 2017 Plan by 400,000 shares to a total share reserve of 4,350,167 shares. On June 8, 2022, the Company's shareholders approved an increase to the number of ordinary shares authorized for issuance under the 2017 Plan by 400,000 shares to a total share reserve of 4,750,167 shares. On September 7, 2023, the Company's shareholders approved an increase to the number of ordinary shares authorized for issuance under the 2017 Plan by 450,000 shares to a total share reserve of 5,200,167 shares. On August 6, 2024, the Company's shareholders approved an increase to the number of ordinary shares authorized for issuance under the 2017 Plan by 800,000 shares to a total share reserve of 6,000,167 shares.

In May 2019, the Company adopted the UroGen Pharma Ltd. 2019 Inducement Plan (the "Inducement Plan"). Under the Inducement Plan, the Company is authorized to issue up to 900,000 ordinary shares pursuant to inducement awards. The only persons eligible to receive grants under the Inducement Plan are individuals who satisfy the standards for inducement grants under Nasdaq Marketplace Rule 5635(c)(4) and the related guidance under Nasdaq IM 5635-1, including individuals who were not previously an employee or director of the Company or are following a bona fide period of non-employment, in each case as an inducement material to such individual's agreement to enter into employment with the Company. In December 2021, the Board approved an increase to the number of shares authorized for issuance under the Inducement Plan of 300,000 shares. In June 2024, the Board approved an increase to the number of shares authorized for issuance under the Inducement Plan of 600,000 shares to a total share reserve of 1,800,000 shares.

As of March 31, 2025, 4,601,627 ordinary shares are subject to outstanding awards under the Company's share-based compensation plans and 883,811 ordinary shares remain available for future awards.

The following table illustrates the effect of share-based compensation on the condensed consolidated statements of operations (in thousands):

	Three Months Ended	
	March 31,	
	2025	2024
Research and development expenses	\$ 602	\$ 519
Selling, general and administrative expenses	2,467	2,237
Total share-based compensation expense	\$ 3,069	\$ 2,756

The total unrecognized compensation cost of options, RSUs and PSUs at March 31, 2025 is \$20.6 million with a weighted average recognition period of 2.18 years.

Note 17 – Income Taxes

UroGen Pharma Ltd. is taxed under Israeli tax laws. As of March 31, 2025, the Company continues to maintain a full valuation allowance against deferred tax assets for all jurisdictions. In evaluating the need for a valuation allowance, the Company considers all sources of taxable income available to realize the deferred tax asset, including the future reversal of existing temporary differences, forecasts of future taxable income, and tax planning strategies. The Company has cumulative global pretax losses for the years ended 2024, 2023 and 2022, and for the three months ended March 31, 2025. The Company will continue to assess the extent to which its deferred tax assets may be realized in the future and will adjust the valuation allowance as needed.

The Company has a liability for uncertain tax positions of \$3.8 million as of March 31, 2025, for tax positions relating to transfer pricing between affiliated entities. The Company recognizes interest accrued and penalties related to uncertain tax positions as a component of income tax expense. As of March 31, 2025, the Company's liability for uncertain tax positions includes \$1.8 million of accrued interest and penalties.

The Company operates on a global basis and is subject to tax laws and regulations in the United States and Israel. The estimate of the Company's tax liabilities relating to uncertain tax positions requires management to assess uncertainties and to make judgments about the application of complex tax laws and regulations, expectations regarding the outcome of tax authority examinations, as well as the ultimate measurement of potential liabilities.

The uncertain tax positions are reviewed quarterly and adjusted as events occur that could affect potential liabilities for additional taxes, including lapsing of applicable statutes of limitations, correspondence with tax authorities, proposed assessments by tax authorities, identification of new issues, and issuance of new legislation or regulations. The Company believes that adequate amounts of tax have been provided in income tax expense for any adjustments that may result from its uncertain tax positions. Based upon the information currently available, the Company does not reasonably expect changes in its existing uncertain tax positions in the next 12 months and has recorded the gross uncertain tax positions as a long-term liability.

Note 18 – Related Parties

See Note 14 for discussion related to an asset purchase in February 2025 which involved a related party. There were no further related party transactions during the three months ended March 31, 2025 and no related party transactions during the three months ended March 31, 2024.

Note 19 – Commitments and Contingencies

In the normal course of business, the Company enters into contracts that contain a variety of indemnifications with its employees, licensors, suppliers and service providers. Further, the Company indemnifies its directors and officers who are, or were, serving at the Company's request in such capacities. The Company's maximum exposure under these arrangements is unknown as of March 31, 2025 and December 31, 2024. The Company does not anticipate recognizing any significant losses relating to these arrangements.

On February 25, 2024, the Company received from Teva Pharmaceuticals, Inc. ("Teva"), a Paragraph IV Certification Notice Letter dated February 20, 2024, providing notification that Teva submitted an ANDA to the FDA seeking approval to manufacture, use or sell a generic version of *Jelmyto*. In the Notice Letter, Teva alleges that two of the patents listed in the FDA Orange Book for *Jelmyto*, U.S. Patent Numbers 9,040,074 and 9,950,069, each of which expires in January 2031, are invalid, unenforceable, or will not be infringed by Teva's manufacture, use, or sale of the generic product described in its ANDA submission. On April 2, 2024, the Company filed a lawsuit in the U.S. District Court for the District of Delaware against Teva Pharmaceuticals, Inc., Teva Pharmaceuticals USA, Inc., and Teva Pharmaceutical Industries, Ltd., alleging infringement of U.S. Patent Numbers 9,040,074 and 9,950,069 and seeking a permanent injunction preventing U.S. market entry of Teva's generic product prior to the expiry of such patents. The Company stipulated to the dismissal of Teva Pharmaceutical Industries, Ltd. without prejudice and the action continues against the other two Teva entities. By order dated February 27, 2025, the court approved the parties' joint stipulation to remove the *Markman* hearing and any related claim-construction proceedings from the court's calendar. This matter is scheduled for a bench trial in October 2026. If the Company is unsuccessful in securing the requested court relief, *Jelmyto* may be subject to immediate competition from an FDA approved generic product after regulatory exclusivity for *Jelmyto* expires in April 2027.

Leases

See Note 11 for further discussion regarding lease commitments.

Note 20 – Segment Reporting

The Company is engaged in the development and commercialization of innovative solutions for the treatment of urothelial and specialty cancers. The Company has a single operating segment and reportable segment focused on these business activities, and its operations are managed on a consolidated basis. The primary revenue source for the segment comes from sales of the Company's approved product, *Jelmyto*, primarily conducted in the United States.

The Company's Chief Operating Decision Maker ("CODM") is the Chief Executive Officer ("CEO"). The CODM assesses performance and allocates resources based on net income or loss, which is the primary measure of performance, as reported in the condensed consolidated statements of operations and comprehensive loss. Additionally, net income or loss is used to monitor performance relative to budgeted targets and to evaluate financial performance in relation to the Company's strategic goals. For additional information, refer to the condensed consolidated statements of operations and comprehensive loss for detailed measures of segment revenues, expenses, and profit or loss.

Information about significant segment expenses regularly provided to the CODM is as follows (in thousands):

For the Three Months Ended March

	31,	
	2025	2024
Research and development expenses		
R&D project materials & services	\$ 11,390	\$ 10,728
Acquisitions of IP R&D	3,128	—
Employee compensation	4,381	3,880
Rent, office, utilities & technology	856	769
Other expenses	116	117
Total research and development expenses	\$ 19,871	\$ 15,494
Selling, general and administrative expenses		
Employee compensation	\$ 18,128	\$ 13,959
Commercial & medical affairs services	8,199	5,448
Professional services	2,772	2,736
Travel, meetings & conferences	3,645	3,709
Rent, office, utilities & technology	1,136	788
Other expenses (1)	1,087	659
Total selling, general and administrative expenses	\$ 34,967	\$ 27,299

(1) Other expenses primarily consist of insurance, sponsorship, grants, other fees and taxes.

Note 21 – Subsequent Events

The Company has evaluated and determined there were no subsequent events.

Note 22 – Selected Unaudited Quarterly Financial Data

Certain unaudited selected quarterly financial results for the quarter ended March 31, 2024 are presented as follows:

	For the Three Months Ended March 31, 2024
Revenue	\$ 18,781
Gross profit	\$ 17,053
Net loss	\$ (32,286)
Weighted-average number of ordinary shares (1)	37,059,186
Basic and diluted loss per ordinary share (1)	<u>\$ (0.87)</u>

(1) The loss per share, both basic and diluted, for the first quarter of 2024 was revised to record an immaterial correction to the amounts originally reported in the March 31, 2024 Form 10-Q filed on May 13, 2024 by incorporating the 3,679,400 shares of pre-funded warrants outstanding as of the reporting period, which were not included in the previous calculations and are now reflected in the weighted average shares outstanding.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited condensed consolidated financial statements and related notes included in this Quarterly Report and the audited financial statements and notes thereto as of and for the year ended December 31, 2024 and the related Management's Discussion and Analysis of Financial Condition and Results of Operations, both of which are contained in our Annual Report on Form 10-K for the year ended December 31, 2024 ("Annual Report"), which was filed with the SEC on March 10, 2025. The information in this discussion contains forward-looking statements and information within the meaning of Section 27A of the Securities Act of 1933, as amended ("Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act"), which are subject to the "safe harbor" created by those sections. These forward-looking statements include, but are not limited to, statements concerning our strategy, future operations, future financial position, future revenues, trends, projected costs, prospects and plans and objectives of management. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "will," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements that we make. These forward-looking statements involve risks and uncertainties that could cause our actual results to differ materially from those in the forward-looking statements, including, without limitation, the risks set forth in Part II, Item 1A, "Risk Factors" in this Quarterly Report. In addition, statements indicating "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Quarterly Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely upon these statements. The forward-looking statements are applicable only as of the date on which they are made, and we do not assume any obligation to update any forward-looking statements.

Overview

We are a biotechnology company dedicated to developing and commercializing innovative solutions that treat urothelial and specialty cancers. We have developed *RTGel*® reverse-thermal hydrogel, a proprietary sustained release, hydrogel-based technology that has the potential to improve therapeutic profiles of existing drugs. Our technology is designed to enable longer exposure of the urinary tract tissue to medications, making local therapy a potentially more effective treatment option. Our approved product *Jelmyto*® (mitomycin) for pyelocalyceal solution, and our investigational candidates, UGN-102 (mitomycin) for intravesical solution, UGN-103 (mitomycin) for intravesical solution and UGN-104 (mitomycin) for pyelocalyceal solution, are designed to ablate tumors by non-surgical means and to treat several forms of non-muscle invasive urothelial cancer, including low-grade upper tract urothelial cancer ("low-grade UTUC") in the case of *Jelmyto* and UGN-104 and low-grade intermediate risk non-muscle invasive bladder cancer ("low-grade intermediate risk NMIBC") in the case of UGN-102 and UGN-103. In addition, our immuno-uro-oncology pipeline includes UGN-301 (zalifrelimab) intravesical solution, an anti-CTLA-4 antibody, which we are currently studying as both monotherapy and combination therapy and UGN-501 (formerly known as ICVB-1042), a next-generation investigational oncolytic virus, which we recently acquired in February 2025.

If approved, UGN-102 would become the first U.S. Food and Drug Administration ("FDA") approved medicine for recurrent low-grade intermediate risk NMIBC. We estimate that the annual treatable population of low-grade intermediate risk NMIBC in the United States is approximately 82,000, of which approximately 23,000 are estimated to be newly diagnosed and 59,000 are estimated to be recurrent patients. We estimate that the total addressable market opportunity for UGN-102 in recurrent low-grade intermediate risk NMIBC is potentially over \$5.0 billion, assuming an expected pricing range of \$16,000 to \$19,000 per dose.

UGN-102, if approved, may be an alternative to the current standard of care for patients with recurrent low-grade intermediate risk NMIBC, trans-urethral resection of bladder tumor ("TURBT"). We estimate that approximately 68% of low-grade intermediate risk NMIBC patients have two or more recurrences, with approximately 23% of recurrent patients having five or more recurrences. Repeated TURBT procedures to treat these recurrences can impact patients' physical health and quality of life. We estimate that patients who have had two to four procedures have an estimated 14% greater risk of death than patients who have only had one procedure.

RTGel (or hydrogel) is a novel proprietary polymeric biocompatible, reverse thermal gelation hydrogel technology, which, unlike the general characteristics of most forms of matter, is liquid at lower temperatures and converts into gel form when warmed to body temperature. We believe that these characteristics promote ease of delivery into and retention of drugs in body cavities, including the bladder and the upper urinary tract, forming a transient reservoir of drug that dissolves over time while preventing rapid excretion, providing for increased dwell time. *RTGel* leverages the physiologic flow of urine to provide a natural exit from the body.

We believe that *RTGel*, when formulated with an active drug, may allow for the improved efficacy of treatment of various types of urothelial and specialty cancers and urologic diseases without compromising the safety of the patient or interfering with the natural flow of fluids in the urinary tract. *RTGel* achieves this by:

- increasing the exposure of active drugs in the bladder and upper urinary tract by significantly extending the dwell time of the active drug while conforming to the anatomy of the bladder and the upper urinary tract, which allows for enhanced drug tissue coverage. For example, the average dwell time of the standard aqueous mitomycin formulation, currently used as adjuvant treatment, in the upper urinary tract is approximately five minutes, compared to approximately six hours when mitomycin is formulated with *RTGel*;
- administering higher doses of an active drug than would otherwise be possible using standard water-based formulations. For instance, it is only possible to dissolve 0.5 mg of mitomycin in 1 mL of water while it is possible to formulate up to 8 mg of mitomycin with 1 mL of *RTGel*; and
- maintaining the active drug's molecular structure and mode of action.

These characteristics of *RTGel* enable sustained release of mitomycin in the urinary tract for *Jelmyto*, UGN-102, UGN-103 and UGN-104. Further, *RTGel* may be particularly effective in the bladder and upper urinary tract where tumor visibility and access are challenging, and where there exists a significant amount of urine flow and voiding. We believe that characteristics of *RTGel* may prove useful for the local delivery of active drugs to other bodily cavities in addition to the bladder and upper urinary tract.

Jelmyto

On April 15, 2020, the FDA approved our new drug application ("NDA") for *Jelmyto* (mitomycin) for pyelocalyceal solution, formerly known as UGN-101, for the treatment of adult patients with low-grade UTUC. *Jelmyto* consists of mitomycin, an established chemotherapy, and sterile hydrogel, using our proprietary sustained release *RTGel* technology. It is designed to prolong exposure of upper urinary tract tissue to mitomycin, thereby enabling the treatment of tumors by non-surgical means. New product exclusivity for *Jelmyto* expired on April 15, 2023, however, Orphan Drug exclusivity extends until April 15, 2027. Additionally, the main patents that protect *Jelmyto* in the United States are set to expire in January 2031. These patents are listed in the FDA's Orange Book (Approved Drug Products with Therapeutic Equivalence Evaluations).

Low-grade UTUC is a rare cancer that develops in the lining of the upper urinary tract, which consists of the kidneys and ureters. In the United States, there are approximately 6,000 to 7,000 new or recurrent low-grade UTUC patients annually. It is a challenging condition to treat due to the complex anatomy of the upper urinary tract system. Prior to *Jelmyto*, the standard of care included endoscopic resection(s) and radical nephroureterectomy, the latter involving the removal of the renal pelvis, kidney, ureter and bladder cuff. Treatment is further complicated by the fact that low-grade UTUC is most commonly diagnosed in patients over 70 years of age, who may already have compromised kidney function and may suffer further complications as a result of a major surgery. We are focused on changing the way urothelial cancers are treated, an area in which there has been no significant advancements in recent years. *Jelmyto* is the first drug therapy of its kind, providing an alternative to endoscopic resection(s) and/or radical nephroureterectomy.

The FDA approval was based on results from our Phase 3 OLYMPUS trial showing *Jelmyto* achieved clinically significant disease eradication in adults with low-grade UTUC. Findings from the final study results include:

- Complete response ("CR") rate (primary endpoint) of 58% (41/71) in the intent-to-treat population and in the sub-population of patients who were deemed not capable of surgical removal at diagnosis.
- At the 12-month time point for assessment of durability, 23 patients remained in CR of a total of 41 patients, eight had experienced recurrence of disease and ten patients were unable to be evaluated.
- Durability of response was estimated to be 81.8% at 12 months by Kaplan-Meier analysis. The median duration of response ("DOR") was not reached.
- The most commonly reported adverse events ($\geq 20\%$) were ureteric obstruction, flank pain, urinary tract infection, hematuria, abdominal pain, fatigue, renal dysfunction, nausea, dysuria and vomiting. Most adverse events were mild to moderate and manageable. No treatment-related deaths occurred.

In February 2025, we presented additional new data from the long-term follow-up study to the OLYMPUS trial. Among patients from the OLYMPUS trial who achieved a CR after primary chemoablation with JELMYTO (n=41, 20 of whom entered the long-term follow-up study), the median DOR was 47.8 months (median follow-up 28.1 months [95% CI 13.1, 57.5]). The study results are published in the March 2025 issue of *The Journal of Urology*.

In June 2020, we initiated our commercial launch of *Jelmyto* in the United States. We have staffed, trained and prepared a customer-facing team that includes territory business managers with deep experience in both urology and oncology. These territory business manager positions are led by regional business director positions, who are in turn supported by regional operations manager positions. Each region is additionally supported by one to two clinical nurse educators to provide education and training around instillation, as well as a field reimbursement manager to help ensure access and reimbursement for appropriate patients and a key account director who engages with C-suite individuals to introduce a *Jelmyto* service line. In addition, our organization currently includes several medical science liaisons who appropriately engage with physicians interested in learning more about UroGen, *Jelmyto* and our technology, both in person and virtually. In total, our customer-facing team comprises approximately 100 representatives.

We are committed to helping patients access *Jelmyto*. Our market access teams have laid the foundation for coverage and reimbursement, meeting multiple times with payors. Medicare patients with supplemental coverage are covered and the vast majority of commercial plans have policies in place, in whole covering over 150 million lives. In addition to reimbursement and access, we have also been focused on ensuring seamless integration into physician practices. We have implemented processes to help make *Jelmyto* preparation and administration seamless for practitioners and patients, including entering into agreements with various national, regional and local specialty pharmacies under which the pharmacy, following receipt of a patient prescription, prepares and dispenses the *Jelmyto* admixture. In September 2022, the FDA authorized an extension of the in-use period for the *Jelmyto* admixture from eight hours to 96 hours (four days) following reconstitution of the product, adding convenience and flexibility in managing patient care.

In October 2020, a Medicare C-Code was issued for *Jelmyto*. The Centers for Medicare & Medicaid Services established a permanent and product-specific J-code for *Jelmyto* that took effect on January 1, 2021 and replaced the C-Code. The Centers for Medicare & Medicaid Services has granted *Jelmyto* a New Technology Ambulatory Payment Classification, effective from October 1, 2023. We have also launched a registry to capture data and evaluate real world outcomes in patients with low-grade UTUC who have been or will be treated with *Jelmyto*. The purpose of the registry is to study the use of *Jelmyto* in clinical practice in the United States and address specific clinical questions.

UGN-102 (mitomycin) for intravesical solution

UGN-102 is our sustained-release gel formulation of mitomycin that we are developing for the treatment of recurrent low-grade intermediate risk NMIBC.

UGN-102 is administered locally using the standard practice of intravesical instillation directly into the bladder via a urethral catheter. The instillation into the bladder is expected to take place in a physician's office as a non-operative outpatient treatment, in comparison with TURBT or similar surgical procedures, which are operations often conducted under general anesthesia in an operating room and may require an overnight stay. Complete surgical tumor removal often has limited success due to the inability to properly identify, reach and resect all tumors. We believe that an effective chemoablation agent can potentially provide better eradication of tumors irrespective of the detectability and location of the tumors. In addition, by reducing the need for surgery, patients may avoid potential complications associated with surgery and general anesthesia.

In October 2021, we reported final data from the Phase 2b OPTIMA II trial. The single-arm, open label trial completed enrollment of 63 patients at clinical sites across the United States and Israel in September 2019. Patients were treated with six weekly instillations of UGN-102 and underwent assessment of CR rate (the primary endpoint) four to six weeks following the last instillation; 65%, or 41 out of 63 patients, treated with UGN-102 achieved a CR three months after the start of therapy. In this subset of patients, 39 (95%), 30 (73%), and 25 (61%) remained disease-free at six, nine, and 12 months after treatment initiation, respectively. The probability of durable response nine months after CR (12 months after treatment initiation) was estimated to be 72.5% by Kaplan-Meier analysis. Median duration of response ("DOR") was not reached. Thirteen patients had documented recurrences. Fifty-seven of 63 (90%) patients completed all six instillations of UGN-102 according to the study protocol. The most common adverse events, occurring in greater than 10% of participants, were most often reported as mild to moderate in severity and include dysuria, hematuria, urinary frequency, fatigue, urgency and urinary tract infection. The final data were published online in *The Journal of Urology* in October 2021 and was included in the January 2022 print edition.

In December 2022, we presented new data from a follow-up study to the OPTIMA II study designed to obtain long-term data on UGN-102 that showed median DOR of 24.4 months based on available data for 15 out of 25 patients who achieved a CR in OPTIMA II. Seven patients remained in CR, six patients had recurrence of low-grade disease, one patient had progression to high-grade disease and one patient withdrew consent but remained in CR at the last evaluation prior to discontinuation. All patients were alive at the last contact, and five patients were known to have had post-study treatment with TURBT or fulguration.

We initiated our Phase 3 ATLAS trial in December 2020 and until November 2021, were enrolling patients in this trial comparing UGN-102 with or without TURBT to standard of care, TURBT, alone. In parallel, we continued to engage in discussions with the FDA and based on this dialogue, we designed a pivotal trial in order to demonstrate the efficacy and safety of UGN-102. This Phase 3 ENVISION trial is a single-arm, multinational, multicenter study evaluating the efficacy and safety of UGN-102 as primary chemoablative therapy in patients with recurrent low-grade intermediate risk NMIBC. The design of the Phase 3 ENVISION trial was similar to our Phase 2 OPTIMA II trial in that the patient population had similar clinical characteristics, received the same investigational treatment regimen and underwent similar efficacy and safety assessments and qualitative follow-up. Study participants received six once-weekly intravesical instillations of UGN-102. The primary endpoint was CR rate at three months after the first instillation, and the key secondary endpoint was DOR in patients who achieved CR at the three-month assessment.

In February 2022, we announced the initiation of the Phase 3 ENVISION trial, targeting enrollment of 220 patients across 90 sites. In December 2022, we completed our target enrollment of the Phase 3 ENVISION trial. As a result of the FDA's acceptance of a single arm approach, we stopped enrollment of the Phase 3 ATLAS trial without knowledge of the data. However, at the time enrollment was stopped, patients who had signed an informed consent were able to complete screening, and if eligible were randomized into the trial. ATLAS continued until the last ongoing patient completed the month 15 visit. On July 27, 2023, we announced topline data from our Phase 3 trials, ATLAS and ENVISION. In the ATLAS trial, UGN-102 with or without TURBT met its primary endpoint of disease-free survival, reducing risk of recurrence, progression, or death by 55% compared to TURBT alone. Results of the ATLAS trial also showed a 64.8% CR rate at three months for patients who only received UGN-102, compared to a 63.6% CR rate at three months for patients who only received a TURBT. The ENVISION trial met its primary endpoint by demonstrating that patients treated with UGN-102 had a 79.6% rate of CR at three-months following the initial instillation. In both trials, the safety profile of UGN-102 was acceptable, and comparable to that observed in previous clinical trials of UGN-102.

In June 2024, we announced secondary endpoint DOR data from the Phase 3 ENVISION trial investigating UGN-102 for intravesical solution in patients with recurrent low-grade intermediate risk NMIBC. In the ENVISION trial, the 12-month DOR data by Kaplan-Meier estimate for patients who achieved a CR at three months after the first instillation of UGN-102 was 82.3% (95% CI, 75.9%, 87.1%). The ENVISION trial met its primary endpoint with patients having a 79.6% (73.9%, 84.5%) CR rate at three months after the first instillation of UGN-102. Among the patients in the ENVISION trial who achieved a CR at three months, 76.4% (69.8%, 82.3%) maintained a CR at 12 months. Among all 240 patients enrolled in the ENVISION trial, 60.8% (54.3%, 67.0%) were in CR at 12 months. In the ENVISION trial, DOR Kaplan-Meier estimates at 15 (n=43) and 18 (n=9) months were both 80.9% (95% CI, 73.9%, 86.2%) with a median follow-up time of 13.8 months after the 3-month CR. The ENVISION trial demonstrated a similar safety profile to that observed in the OPTIMA II and ATLAS trials, with treatment-emergent adverse events typically mild-to-moderate in severity. The ENVISION trial data was published online in *The Journal of Urology* in October 2024 and was included in the February 2025 print edition.

In March 2025, we announced updated 18-month DOR data from the Phase 3 ENVISION trial. The 18-month DOR by Kaplan-Meier estimate for patients who achieved a CR at three months after the first instillation of UGN-102 remained consistent with the 12-month DOR data: 80.6% (95% CI, 74.0%, 85.7%) at 18-months (n=101) compared to 82.5% (76.1%, 87.3%) at 12-months (n=146). Median follow-up time was 18.7 months after the 3-month CR.

We also completed a Phase 3b study with the objective of demonstrating whether UGN-102 can be administered at home by a qualified home health professional, avoiding the need for repeated visits to a healthcare setting for instillation. As per the study design, patients in this study received six once-weekly intravesical instillations of UGN-102 with the initial treatment visit occurring at the investigative site and instillation performed by a qualified physician. Treatment visits two to six took place at the patient's home and instillations were performed by a properly trained and qualified home health professional. The primary endpoints of the study include safety and tolerability, discontinuations from at home study treatment and feedback from patients, home health professionals and investigators via standardized questionnaires. The study completed enrollment with a total of eight patients across four centers and all study visits for these enrolled patients have been completed. Preliminary results were reported through a press release in February 2023, finding that UGN-102 was suitable to administer at home by a visiting nurse under the supervision of a treating physician and resulted in 75% of patients achieving a CR, defined as no detectable disease three months after starting treatment. Patients, nurses and investigators also completed home instillation feasibility questionnaires. These standardized feasibility questionnaires highlighted that all eight patients preferred at-home to in-office treatment, and five of six patients recommended UGN-102 home instillation instead of TURBT. Home instillation was reported as feasible for visiting nurses, and three of four investigators considered at-home treatment "not different" than in-office treatment.

In October 2023, we announced our agreement with the FDA on plans for submission of an NDA for UGN-102 (mitomycin) for intravesical solution. The FDA indicated that the current clinical development plan for UGN-102, which includes evaluation of duration of CR at 12 months from the pivotal ENVISION trial, will support submission of an NDA for the treatment of recurrent low-grade intermediate risk NMIBC. The FDA also agreed that the UGN-102 NDA can utilize a rolling review, allowing for early submission of the CMC sections of the NDA, which we submitted in January 2024. In August 2024, we completed the submission of the rolling NDA for UGN-102. In October 2024, the FDA accepted our NDA for UGN-102 (mitomycin) for intravesical solution and assigned a Prescription Drug User Fee Act ("PDUFA") goal date of June 13, 2025. The FDA has scheduled an Oncologic Drugs Advisory Committee meeting for May 21, 2025 to review the NDA for UGN-102. If approved, UGN-102 would become the first FDA-approved medicine for the treatment of recurrent low-grade intermediate-risk NMIBC.

UGN-103 (mitomycin) for intravesical solution and UGN-104 (mitomycin) for pyelocalyceal solution

In January 2024, we entered into a licensing and supply agreement with medac Gesellschaft für klinische Spezialpräparate m.b.H. ("medac") to develop UGN-103 and UGN-104, which are intended to be next-generation investigational formulations of UGN-102 and *Jelmyto*, respectively, that combine medac's proprietary 80 mg mitomycin formulation with our *RTGel* technology, which we believe will provide advantages related to production, cost, supply and product convenience. In April 2024, we announced that the FDA accepted our Investigational New Drug Application ("IND") for UGN-103 and we initiated our Phase 3 UTOPIA trial, a single-arm, multicenter study that will evaluate the efficacy and safety of UGN-103 in recurrent low-grade intermediate risk NMIBC. We plan to enroll approximately 90 patients in the UTOPIA trial, with patients receiving 75 mg of mitomycin via intravesical instillation once a week for six weeks. Efficacy will be assessed by the CR rate at the three-month visit. Patients who have a CR at the three-month visit, defined as having no detectable disease in the bladder, will enter the follow-up period of the study. Patients will remain on study until disease recurrence, disease progression, death, or the last patient completes 12 months of follow-up (i.e., 15 months after the first instillation), whichever occurs first. In October 2024, we announced the first patient dosed in the UTOPIA trial and expect to complete enrollment in mid-2025. An NDA submission is projected for 2026, followed by a standard review period and potential approval and, if approved, the commercial launch in 2027. In February 2025, the FDA accepted our IND for UGN-104. We plan to initiate a Phase 3 trial of UGN-104 in low-grade UTUC in mid-2025.

UGN-301 (zalifrelimab) intravesical solution

Our immuno-uro-oncology pipeline includes UGN-301, an anti-CTLA-4 monoclonal antibody, which we intend to study as a combination therapy with multiple agents. UGN-301 is delivered using our proprietary *RTGel* technology, which has been designed to significantly improve the effectiveness of certain intravesical therapies.

High-grade NMIBC is a highly aggressive form of bladder cancer. TURBT followed by adjuvant intravesical immunotherapy with Bacillus of Calmette and Guerin ("BCG") is the current standard of care therapy for high-grade NMIBC. However, the high rates of recurrence and significant risk of progression to muscle-invasive tumors are particularly dangerous. Radical cystectomy, or bladder removal is strongly advocated in patients with BCG-unresponsive NMIBC (i.e., patients with BCG-refractory and BCG-relapsing tumors in whom further BCG therapy is not recommended) or for patients who cannot tolerate BCG.

The first combination we are investigating clinically involves the sequential use of UGN-201 (imiquimod), a toll like receptor 7 ("TLR 7") agonist, and UGN-301 in high-grade NMIBC. UGN-201 is a liquid formulation of imiquimod for intravesical administration that has been optimized for delivery in the urinary tract. The second combination we are investigating clinically involves the sequential administration of gemcitabine and UGN-301 to the bladder in high-grade NMIBC. Enrollment of patients in this arm investigating the combination of UGN-301 and gemcitabine is complete. Gemcitabine is a chemotherapy that is used intravesically to treat high grade NMIBC where it is administered as a liquid formulation. We believe these two combinations could elicit both an innate and adaptive immune response, which may translate into a long-lasting acquired immune response, and potentially represent a valid post-TURBT adjuvant treatment of high-grade NMIBC. We are investigating these combinations to determine if they may make local therapy a potentially more effective treatment option while minimizing systemic exposure and potential side effects.

In March 2022, we announced FDA clearance of our IND to begin a novel Phase 1 clinical study of UGN-301 in patients with recurrent NMIBC. The novel study design utilizes a Master Protocol that we believe is a more efficient and streamlined approach to development. It will provide more flexibility to add study arms as the trial progresses and is expected to increase efficiency and potentially reduce costs. We expect the Master Protocol will allow us to more quickly evaluate safety, tolerability and dosing of UGN-301 in combination with additional immunomodulators and chemotherapies, with the goal of developing optimized treatment regimens for patients. The multi-arm Phase 1 study, which is expected to support the development of UGN-301 in high-grade NMIBC, was initiated in April 2022 and enrollment in the study is complete. Safety and dosing data from the first arm evaluating UGN-301 as monotherapy was presented in late 2024. The treatments demonstrated an acceptable safety profile and were generally well tolerated across dose levels. Responses were observed in both monotherapy and combination therapy arms, and patient follow-up is ongoing to further assess the durability of these responses.

UGN-501

In February 2025, we acquired ICVB-1042 (now known as UGN-501), a next-generation investigational oncolytic virus engineered to selectively target and destroy cancer cells while simultaneously activating a robust anti-tumor immune response. We plan to conduct IND-enabling studies in 2025 and plan to initiate a Phase 1 clinical study of UGN-501 as a locally administered agent in patients with high-grade NMIBC in 2026.

Research and Development and License Agreements

Agenus Agreement

In November 2019, we entered into a license agreement with Agenus, pursuant to which Agenus granted us an exclusive, worldwide (not including Argentina, Brazil, Chile, Colombia, Peru, Venezuela and their respective territories and possessions), royalty-bearing, sublicensable license under Agenus's intellectual property rights to develop, make, use, sell, import, and otherwise commercialize products incorporating a proprietary monoclonal antibody of Agenus known as AGEN1884 (zalifrelimab), an anti-CTLA-4 antagonist, for the treatment of cancers of the urinary tract via intravesical delivery. UGN-301 is a formulation of zalifrelimab administered using *RTGeI* technology that is in Phase 1 clinical development for high-grade NMIBC.

For additional information regarding our research and development and license agreements, see Note 13 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report.

Components of Operating Results

Revenue

During the three months ended March 31, 2025 and 2024 we recognized \$20.3 million and \$18.8 million of revenue, respectively, from sales of our product, *Jelmyto*.

Cost of Revenue

Cost of revenue consists primarily of inventory and related costs associated with the manufacturing, distribution, warehousing and preparation of *Jelmyto*, including inventory write-downs.

Research and Development Expenses

Research and development expenses, net, consists primarily of:

- salaries and related costs, including share-based compensation expense, for our personnel in research and development functions;
- facility and equipment costs, including depreciation expense, maintenance and allocated direct and indirect overhead costs;
- expense incurred under agreements with third parties, including clinical research organizations (“CROs”), subcontractors, suppliers and consultants, nonclinical studies and clinical trials;
- expense incurred to acquire, develop and manufacture nonclinical study and clinical trial materials; and
- expense incurred to purchase active pharmaceutical ingredients (“API”) in support of R&D activities and other related manufacturing costs.

We manage and prioritize our research and development expenses based on scientific data, probability of successful technical development and regulatory approval, market potential and unmet medical need, available human and capital resources and other considerations. We regularly review our research and development activities and, as necessary, reallocate resources among our programs, product candidates and external opportunities that we believe will best support the long-term growth of our business. We do not track total research and development expenses by program, product candidate, or development phase.

The following table provides a breakout of expenses by major cost type:

(in thousands)	Three Months Ended March 31,	
	2025	2024
Personnel, facility and equipment, and other overhead costs	\$ 4,664	\$ 4,190
Clinical and other development costs	15,207	11,304
Total	<u>\$ 19,871</u>	<u>\$ 15,494</u>

See Note 20 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report for additional disaggregation of significant research and development expenses. We expense all research and development costs as incurred. We estimate nonclinical study and clinical trial expense based on the services performed pursuant to contracts with research institutions and contract research organizations that conduct and manage nonclinical studies and clinical trials on our behalf based on actual time and expense incurred by them.

We recognize costs incurred as the services are being provided by monitoring the status of the trial or project and the invoices received from our external service providers. We adjust our accrual as actual costs become known. Where at risk contingent milestone payments are due to third parties under research and development and collaboration agreements, the milestone payment obligations are expensed when such development milestone results are achieved.

We are currently focused on advancing our product candidates, and our future research and development expenses will depend on their clinical success. Research and development expenses will continue to be significant.

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We do not believe that it is possible at this time to accurately project total expenses required for us to reach commercialization of our product candidates. Due to the inherently unpredictable nature of nonclinical and clinical development, we are unable to estimate with certainty the costs we will incur and the timelines that will be required in the continued development and approval of our product candidates. Clinical and nonclinical development timelines, the probability of success and development costs can differ materially from expectations. In addition, we cannot forecast which product candidates may be subject to future collaborations, if and when such arrangements will be entered into, if at all, and to what degree such arrangements would affect our development plans and capital requirements. We expect our research and development expenses to increase over the next several years as our clinical programs progress and as we seek to initiate clinical trials of additional product candidates. We also expect to incur increased research and development expenses as we selectively identify and develop additional product candidates.

The duration, costs and timing of clinical trials and development of our product candidates will depend on a variety of factors that include, but are not limited to, the following:

- per patient trial costs;
- the number of patients that participate in the trials;
- the number of sites included in the trials;
- the countries in which the trials are conducted;
- the length of time required to enroll eligible patients;
- costs of raw materials, product candidates and other supplies used in the development of our product candidates, which can be negatively impacted by tariffs, trade barriers and regulatory requirements;
- the number of doses that patients receive;
- the drop-out or discontinuation rates of patients;
- potential additional safety monitoring or other studies requested by regulatory agencies;
- the duration of patient follow-up; and
- the efficacy and safety profile of the product candidates.

In addition, the probability of success for each product candidate will depend on numerous factors, including competition, manufacturing capability and commercial viability. We will determine which programs to pursue and how much to fund each program in response to the scientific and clinical success of each product candidate, as well as an assessment of each product candidate's commercial potential.

Other than *Jelmyto*, which was approved by the FDA in April 2020, we have not received approval of any of our product candidates. UGN-102, UGN-103, UGN-104, UGN-301 and UGN-501 are still in clinical development. As such, we cannot estimate the actual amounts necessary to successfully complete the development and commercialization of our product candidates or whether, or when, we may achieve profitability. Until such time, if ever, as we can generate sufficient product revenue to support our operations and capital requirements, we expect to supplement our cash needs through a combination of equity or debt financings and collaboration arrangements.

License fees and development milestone payments related to in-licensed products and technology are expensed as incurred, or achieved in the case of milestones, if it is determined at that point that they have no established alternative future use.

Selling and Marketing Expenses

To date, selling and marketing expenses consist primarily of commercial personnel costs (including share-based compensation) along with commercialization activities related to *Jelmyto* and pre-commercialization activities related to UGN-102.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel costs (including share-based compensation related to directors, executives, finance, medical affairs, business development, investor relations, and human resource functions). Other significant costs include medical affairs services, external professional service costs, facility costs, accounting and audit services, legal services, and other consulting fees.

Financing on Prepaid Forward Obligation

Financing on prepaid forward obligation is comprised of financing expense related to the RTW Transaction (see Note 9 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report).

Interest Expense

Interest expense is comprised of interest related to our long-term debt with Pharmakon (see Note 10 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report).

Interest and Other Income, Net

Interest and other income, net, consisted primarily of interest income, net losses on foreign exchange and bank commissions.

Income Taxes

We have yet to generate taxable income in Israel. We have historically incurred operating losses resulting in carry forward tax losses in Israel totaling approximately \$533.9 million as of December 31, 2024. We will be able to carry forward these tax losses indefinitely to future taxable years. Accordingly, we do not expect to pay taxes in Israel until we have taxable income after the full utilization of our carry forward tax losses. We have provided a full valuation allowance with respect to the deferred tax assets related to these carry forward losses. Income tax expense also consists of our estimate of uncertain tax positions, and related interest and penalties. See Note 17 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report for further information.

Critical Accounting Policies and Estimates

The preparation of our unaudited condensed consolidated financial statements requires us to make estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the revenue and expense incurred during the reported periods. In accordance with U.S. generally accepted accounting principles ("GAAP"), we base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances at the time such estimates are made. Actual results may differ from these estimates under different assumptions or conditions. We discussed the critical accounting policies used in the preparation of our financial statements in *Management's Discussion and Analysis of Financial Condition and Results of Operations* included in our Annual Report as well as in the Note 3 to the condensed consolidated financial statements included in this Quarterly Report.

Results of Operations

Comparison of the three months ended March 31, 2025 and 2024

The following table sets forth our results of operations for the three months ended March 31, 2025 and 2024.

	Three Months Ended March 31,		
	2025	2024	Change
	(in thousands)		
Revenue	\$ 20,254	\$ 18,781	\$ 1,473
Cost of revenue	2,330	1,728	602
Gross profit	17,924	17,053	871
Operating expenses:			
Research and development	19,871	15,494	4,377
Selling and marketing	22,122	17,100	5,022
General and administrative	12,845	10,199	2,646
Total operating expenses	54,838	42,793	12,045
Operating loss	(36,914)	(25,740)	(11,174)
Financing on prepaid forward obligation	(4,583)	(5,660)	1,077
Interest expense on long-term debt	(4,068)	(2,447)	(1,621)
Interest and other income, net	2,114	1,615	499
Loss before income taxes	(43,451)	(32,232)	(11,219)
Income tax expense	(392)	(54)	(338)
Net loss	\$ (43,843)	\$ (32,286)	\$ (11,557)

Revenue

Revenue was \$20.3 million and \$18.8 million for the three months ended March 31, 2025 and 2024, respectively. The increase of \$1.5 million was primarily driven by underlying demand sales of *Jelmyto*, partially offset by higher revenue reserves primarily driven by chargebacks relating to 340B drug pricing programs and other government sponsored programs.

Cost of Revenue

Cost of revenue was \$2.3 million and \$1.7 million for the three months ended March 31, 2025 and 2024, respectively. The increase of \$0.6 million is primarily attributable to the increased volume of sales of *Jelmyto*.

Research and Development Expenses

Research and development expenses were \$19.9 million and \$15.5 million for the three months ended March 31, 2025 and 2024, respectively. The increase of \$4.4 million is primarily attributable to higher manufacturing costs, which are recognized as research and development expenses prior to our product candidates receiving FDA approval, costs associated with the Phase 3 UTOPIA trial for UGN-103 and the acquisition of certain assets of IconOVir, partially offset by lower clinical trial costs and regulatory expenses in connection with UGN-102.

Selling and Marketing Expenses

Selling and marketing expenses were \$22.1 million and \$17.1 million for the three months ended March 31, 2025 and 2024, respectively. The increase in selling and marketing expenses of \$5.0 million is primarily attributable to UGN-102 commercial preparation activities as well as an increase in overall commercial operation costs including the expansion of the sales force, compensation, advisory, meetings, conferences, trainings and software costs.

General and Administrative Expenses

General and administrative expenses were \$12.8 million and \$10.2 million for the three months ended March 31, 2025 and 2024, respectively. The increase in general and administrative expenses of \$2.6 million is primarily attributable to higher compensation expenses, expenses related to pre-commercialization readiness support related to UGN-102, general third-party advisory services, and ongoing managed services.

Financing on Prepaid Forward Obligation

Financing on prepaid forward obligation was \$4.6 million and \$5.7 million for the three months ended March 31, 2025 and 2024, respectively. The measurement of financing on prepaid forward obligation is an accounting estimate under the "imputed interest method" of accounting (see Note 3 to our condensed consolidated financial statements appearing elsewhere in this Quarterly Report) which is affected by estimated future payments to RTW Investments ("RTW"), which are based on a percentage of revenues. The decrease in financing on prepaid forward obligation of \$1.1 million was driven primarily by changes in underlying assumptions for remeasuring the effective rate.

Interest Expense on Long-term Debt

Interest expense was \$4.1 million and \$2.4 million for the three months ended March 31, 2025 and 2024, respectively. The increase of \$1.7 million was primarily attributable to the interest expense on the \$25.0 million third tranche under the Pharmakon loan that was funded in September 2024.

Interest and Other Income, Net

Interest and other income, net was \$2.1 million and \$1.6 million for the three months ended March 31, 2025 and 2024, respectively. The increase of \$0.5 million in interest and other income, net was primarily due to higher cash and investment balances.

Liquidity and Capital Resources

As of March 31, 2025, we had \$200.4 million in cash and cash equivalents and marketable securities. Cash in excess of immediate requirements is invested in accordance with our investment policy, primarily with a view to liquidity and capital preservation, and is held primarily in U.S. dollars.

Through March 31, 2025, we funded our operations primarily through public equity offerings, private placements of equity securities, our funding arrangements with RTW and Pharmakon and *Jelmyto* product sales.

ATM Sales Agreement

In December 2019, we entered into the ATM Sales Agreement with TD Securities (USA) LLC (f/k/a Cowen and Company, LLC) (“TD Cowen”) pursuant to which we may from time to time offer and sell our ordinary shares having an aggregate offering price of up to \$100.0 million.

In the first quarter of 2024, we sold 3,400,468 ordinary shares under the ATM Sales Agreement, for gross proceeds of approximately \$56.1 million. The net proceeds to us after deducting sales commissions to TD Cowen were approximately \$54.7 million. We did not sell any ordinary shares under the ATM Sales Agreement in the three months ended March 31, 2025. The remaining capacity under the ATM Sales Agreement was approximately \$27.3 million as of March 31, 2025. The shares will be offered and sold pursuant to our shelf registration statement on Form S-3 filed with the SEC on November 15, 2022, which was declared effective on November 29, 2022, or a subsequent shelf registration statement.

Prepaid Forward Agreement

In March 2021, we entered into a prepaid forward agreement with RTW, pursuant to which RTW agreed to provide us with an upfront cash payment of \$75.0 million to support the launch of *Jelmyto* and the development of UGN-102, and we agreed to provide RTW with tiered future payments based on global annual net product sales of *Jelmyto* and, subject to FDA approval, UGN-102, UGN-103 and UGN-104. In May 2021, following the receipt of necessary regulatory approvals, we received the \$75.0 million prepaid forward payment (\$72.4 million net of transaction costs) from RTW.

Pharmakon Loan Agreement

On March 7, 2022, we entered into a loan agreement with Pharmakon for a senior secured term loan of up to \$100.0 million in two tranches. The first tranche of \$75.0 million (\$72.6 million of proceeds were received, \$70.8 million net of additional transaction costs) was funded in March 2022, and the second tranche of \$25.0 million was funded in December 2022.

On June 29, 2023, the loan agreement with Pharmakon was amended to replace the benchmark governing the interest rate with a rate based on the secured overnight financing rate (“SOFR”) published by the Federal Reserve Bank of New York. Effective July 2023, the loan accrued interest using a benchmark rate of 3-month SOFR plus 8.25% plus an additional adjustment of 0.26161%.

On March 13, 2024, we entered into an amended and restated loan agreement with Pharmakon for an additional third and fourth tranche of senior secured loan. The third tranche of \$25.0 million was funded in September 2024. The fourth tranche of \$75.0 million will become available at our option no later than August 29, 2025, subject to (i) receiving FDA approval of an NDA for UGN-102 no later than June 30, 2025 and (ii) the satisfaction of customary bring down conditions and deliverables. Under the amended and restated loan agreement, all outstanding loans with Pharmakon accrue interest using a benchmark rate of 3-month SOFR plus 7.25% plus an additional adjustment of 0.26161%.

Securities Purchase Agreement

On July 26, 2023, we entered into a Securities Purchase Agreement (the “Purchase Agreement”) with certain institutional and other accredited investors (the “Purchasers”), pursuant to which we agreed to sell and issue to the Purchasers 12,579,156 ordinary shares of the Company (“Shares”) (or in lieu of Shares, pre-funded warrants to purchase ordinary shares of the Company) at a purchase price of \$9.54 per Share (or \$9.539 for each ordinary share underlying a pre-funded warrant), in a private placement transaction that closed on July 28, 2023 and August 9, 2023 (the “Private Placement”) for aggregate gross proceeds of \$120.0 million, before deducting fees to placement agents and financial advisors and before other expenses. Each pre-funded warrant has an exercise price of \$0.001 per ordinary share, subject to customary adjustments, and became exercisable upon original issuance and will not expire until exercised in full. The pre-funded warrants may not be exercised if the aggregate number of ordinary shares beneficially owned by the holder thereof immediately following such exercise would exceed a specified beneficial ownership limitation. The aggregate fee paid by us to placement agents and financial advisors was \$3.6 million, plus the reimbursement of certain expenses.

Underwritten Public Offering

On June 17, 2024, we entered into the Underwriting Agreement (the "Underwriting Agreement") with TD Securities (USA) LLC and Guggenheim Securities, LLC, as representatives of the several underwriters named therein (collectively, the "Underwriters"), relating to the issuance and sale in a public offering of 5,000,000 ordinary shares of the Company for \$17.50 per share and pre-funded warrants to purchase 1,142,857 ordinary shares of the Company for \$17.499 per pre-funded warrant. The offering closed on June 20, 2024. The gross proceeds from this closing of the offering were \$107.5 million, before deducting underwriting discounts and commissions and offering expenses of \$7.3 million. Each pre-funded warrant has an exercise price of \$0.001 per ordinary share, subject to customary adjustments, is exercisable at any time and will not expire until exercised in full. The pre-funded warrants may not be exercised if the aggregate number of ordinary shares beneficially owned by the holder thereof immediately following such exercise would exceed a specified beneficial ownership limitation. In addition, the Underwriters were granted an option exercisable for 30 days, to purchase up to 921,428 additional shares at the public offering price, less the underwriting discounts and commissions. On July 18, 2024, we completed the closing of the sale of 921,428 additional shares in the offering following the exercise in full of the Underwriters' option to purchase additional shares, which resulted in additional gross proceeds of \$16.1 million before deducting underwriting discounts and commissions and offering expenses of \$1.0 million.

We have incurred losses since our inception and negative cash flows from our operations, and as of March 31, 2025, we had an accumulated deficit of \$850.1 million. We expect to incur losses and have negative net cash flows from operating activities as we execute on our strategy, including engaging in further research and development activities, particularly conducting non-clinical studies and clinical trials. Our primary uses of capital are, and we expect will continue to be, commercialization activities, research and development expenses, including third-party clinical research and development services, laboratory and related supplies, clinical costs, including manufacturing costs, legal and other regulatory expense and general and administrative costs, partially offset by proceeds from sales of *Jelmyto*.

We routinely evaluate our liquidity needs, including assessment of our current financial condition, sources of liquidity including current cash and cash equivalents and marketable securities and management's cash flow projections. Our ability to continue as a going concern is expected to be impacted by the timely advancement of UGN-102 through regulatory approval, our ability to raise additional capital to fund our operations and produce cash inflows from *Jelmyto* product sales. Based on our cash, cash equivalents and marketable securities as of March 31, 2025, together with management's cash flow projections, we believe we have sufficient cash and cash equivalents to fund our operations beyond one year from the issuance of our condensed consolidated financial statements appearing elsewhere in this Quarterly Report. If we are unable to obtain approval for UGN-102 and generate sufficient cash inflows from the sale and distribution of UGN-102, or that approval is delayed beyond the June 13, 2025 PDUFA date, we may need to raise additional capital in the future or reduce operating expenditures. There can be no assurances that we will be able to secure such additional financing on terms that are satisfactory to us, in an amount sufficient to meet our needs, or at all. In the event we are not successful in obtaining sufficient funding, this could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other operations.

We cannot estimate the actual amounts necessary to successfully commercialize any approved products, or whether, or when, we may achieve profitability. Until such time, if ever, as we can generate sufficient product revenue to support our operations and capital requirements, we expect to supplement our cash needs through a combination of equity or debt financings and collaboration arrangements.

Funding and Material Cash Requirements

Our present and future funding and material cash requirements will depend on many factors, including, among other things:

- the progress, timing and completion of clinical trials for UGN-102, UGN-103, UGN-104, UGN-301 and UGN-501;
- nonclinical studies and clinical trials for any of our other product candidates;
- the costs related to obtaining regulatory approval UGN-102, UGN-103, UGN-104, UGN-301, UGN-501 and any other product candidates, and any delays we may encounter as a result of regulatory requirements or adverse clinical trial results with respect to any of our product candidates;
- selling and marketing activities undertaken in connection with the commercialization of *Jelmyto* and, if approved, UGN-102 and any of our other product candidates that receives regulatory approval, and costs involved in the continued development of an effective sales and marketing organization;
- the costs involved in filing and prosecuting patent applications and obtaining, maintaining and enforcing patents or defending against challenges, invalidity claims, or infringements raised by third parties, and license royalties or other amounts we may be required to pay to obtain rights to third party intellectual property rights;
- potential new product candidates we identify and attempt to develop;
- revenues we may derive either directly or in the form of royalty payments from future sales of *Jelmyto* and, if approved, UGN-102, UGN-103, UGN-104, UGN-301, UGN-501, *RTGel* reverse thermal hydrogel technology and any other product candidates; and
- the repayment of outstanding debt.

Accordingly, we may need to obtain additional funding in connection with our continuing operations. There can be no assurance that we will be able to secure such additional financing on terms that are satisfactory to us, in an amount sufficient to meet our needs, or at all. In the event we are not successful in obtaining sufficient funding, we may be forced to delay, limit, reduce or terminate our research and development programs or future commercialization efforts.

We may finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of any additional securities may include liquidation or other preferences that adversely affect your rights as a shareholder. Debt financing, if available, may involve agreements that include covenants that further limit or restrict our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. In addition, the terms of the Prepaid Forward Contract (the "Forward Contract") with RTW and the loan agreement with Pharmakon limit our ability to take certain actions, including incurring additional indebtedness.

If we raise funds through additional collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

For more information as to the risks associated with our future funding needs, see Part II, Item 1A. – Risk Factors. We will require additional financing to achieve our goals, and a failure to obtain this capital when needed and on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other operations.

Contractual Obligations and Commitments

In April 2016, we signed an addendum to our November 2014 lease agreement for our executive offices located in Israel, in order to increase the office space rented and to extend the rent period until 2019. In March 2019, we utilized the agreement extension option and extended the rent period for an additional three years until August 2022. In July 2022, we signed a lease extension agreement extending the term of the lease through September 2025.

In November 2019, we entered into a new lease agreement, dated effective October 31, 2019, for an office in Princeton, NJ. The lease commencement date was November 29, 2019 and the lease term is 38 months. In June 2022, we signed an amendment to our November 2019 lease agreement to extend the term for an additional three years through January 31, 2026.

In July 2024, we entered into a new master lease agreement for vehicles, primarily for use by employees in sales, field services, and roles that require regular travel. Under the terms of the master lease agreement, we will lease various vehicles from time to time with an initial lease term of 48 months commencing on the delivery date of the vehicle with an option to continue month-to-month for an unlimited period of time.

The total obligation for future minimum lease payments under our operating and finance leases are \$0.7 million and \$4.7 million, respectively, as of March 31, 2025. See Note 11 to the condensed consolidated financial statements appearing elsewhere in this Quarterly Report for further information.

On March 7, 2022, we entered into the loan agreement with Pharmakon for a senior secured term loan of up to \$100.0 million in two tranches. The first tranche of \$75.0 million (\$72.6 million of proceeds were received, \$70.8 million, net of additional transaction costs) was funded in March 2022, and the second tranche of \$25.0 million was funded in December 2022.

On March 13, 2024, we entered into an amended and restated loan agreement with Pharmakon for an additional third and fourth tranche of senior secured loan. The third tranche of \$25.0 million was funded in September 2024. The fourth tranche of \$75.0 million will become available at our option no later than August 29, 2025, subject to (i) receiving FDA approval of an NDA for UGN-102 no later than June 30, 2025 and (ii) the satisfaction of customary bring down conditions and deliverables.

All outstanding loans with Pharmakon accrue interest using a benchmark rate of 3-month SOFR plus 7.25% plus an additional adjustment of 0.26161%. All outstanding principal will be required to be repaid in four equal quarterly installments commencing in the second quarter of 2026, with a one-year extension possible upon FDA approval of an NDA for UGN-102 by June 30, 2025. All outstanding loans with Pharmakon can be prepaid in whole at our discretion, at any time, subject to prepayment premiums and make-whole amounts.

The obligations of UroGen Pharma, Inc., as the borrower under the loan agreement (the "Borrower") are guaranteed on a full and unconditional basis by UroGen Pharma Ltd. and the other guarantor parties thereto and are secured by substantially all of the respective Credit Parties' tangible and intangible assets and property, including intellectual property, subject to certain exceptions.

Cash Flows

The following table sets forth the significant sources and uses of cash for the periods set forth below:

	Three Months Ended March 31,	
	2025	2024
	(in thousands)	
Net cash (used in) provided by:		
Operating activities	\$ (42,024)	\$ (31,735)
Investing activities	(25,963)	13,518
Financing activities	34	54,657
Net change in cash and cash equivalents	<u>\$ (67,953)</u>	<u>\$ 36,440</u>

Operating Activities

Net cash used in operating activities was \$42.0 million during the three months ended March 31, 2025, compared to \$31.7 million during the three months ended March 31, 2024. The \$10.3 million increase was attributable primarily to higher net loss driven by increased operating expenses such as commercial preparation costs related to UGN-102, as well as timing of certain payments and accruals.

Investing Activities

Net cash used in investing activities was \$26.0 million during the three months ended March 31, 2025, compared to net cash provided by investing activities of \$13.5 million during the three months ended March 31, 2024. The net change of \$39.5 million is attributable primarily to additional investments in marketable securities in 2025 as compared to 2024.

Financing Activities

Net cash provided by financing activities was \$34,000 during the three months ended March 31, 2025, compared to \$54.7 million during the three months ended March 31, 2024. The decrease of \$54.7 million is attributable primarily to proceeds from the issuance of ordinary shares under the ATM Sales Agreement in the first quarter of 2024.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.**Interest Rate Fluctuation Risk**

Some of the securities in which we invest have market risk in that a change in prevailing interest rates may cause the principal amount of the marketable securities to fluctuate. Financial instruments that potentially subject us to significant concentrations of credit risk consist primarily of cash, cash equivalents and marketable securities. As of March 31, 2025, we had \$200.4 million in cash and cash equivalents and marketable securities. We invest our cash primarily in money market accounts and marketable securities such as debt instruments of U.S. government-sponsored agencies and the U.S. Treasury, and commercial paper. The primary objectives of our investment activities are to ensure liquidity and to preserve principal while at the same time maximizing the income we receive from our marketable securities without significantly increasing risk. We have established guidelines regarding approved investments and maturities of investments, which are designed to maintain safety and liquidity. If a 10% change in interest rates were to have occurred on March 31, 2025, this change would not have had a material effect on the fair value of our cash, cash equivalents and marketable securities as of that date.

Inflation Risk

Inflation generally may affect us by increasing our cost of labor and clinical trial costs. Inflation has not had a material effect on our business, financial condition or results of operations during the three months ended March 31, 2025 or 2024.

Foreign Currency Exchange Risk

The U.S. dollar is our functional and reporting currency. However, a significant portion of our operating expenses are incurred in the New Israeli Shekel ("NIS"). As a result, we are exposed to the risk that the NIS may appreciate relative to the dollar, or, if the NIS instead devalues relative to the dollar, that the inflation rate in Israel may exceed such rate of devaluation of the NIS, or that the timing of such devaluation may lag behind inflation in Israel. In any such event, the dollar cost of our operations in Israel would increase and our dollar-denominated results of operations would be adversely affected. We cannot predict any future trends in the rate of inflation in Israel or the rate of devaluation, if any, of the NIS against the dollar. For example, the dollar appreciated against the NIS during 2024 by a total of 1.2%. If the dollar cost of our operations in Israel increases, our dollar-measured results of operations will be adversely affected. Our operations also could be adversely affected if we are unable to effectively hedge against currency fluctuations in the future. If a 10% change in NIS-to-Dollar exchange rates were to have occurred during the three months ended March 31, 2025, this change would not have had a material effect on our operating expenses.

We do not currently engage in currency hedging activities in order to reduce this currency exposure, but we may begin to do so in the future. Instruments that may be used to hedge future risks may include foreign currency forward and swap contracts. These instruments may be used to selectively manage risks, but there can be no assurance that we will be fully protected against material foreign currency fluctuations.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive and financial officers (our principal executive officer and principal financial officer, respectively), evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of March 31, 2025. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of March 31, 2025, our principal executive officer and principal financial officer concluded that, as of such date, our disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended March 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II—Other Information

Item 1. Legal Proceedings.

On April 2, 2024, UroGen Pharma Ltd. filed a lawsuit in the U.S. District Court for the District of Delaware against Teva Pharmaceuticals, Inc., Teva Pharmaceuticals USA, Inc., and Teva Pharmaceutical Industries, Ltd., alleging infringement of U.S. Patent Numbers 9,040,074 and 9,950,069 and seeking a permanent injunction preventing market entry of a generic product from Teva prior to the expiry of such patents. The Company stipulated to the dismissal of Teva Pharmaceutical Industries, Ltd. without prejudice and the action continues against the other two Teva entities. Both patents are listed in the FDA's Approved Drug Products with Therapeutic Equivalence Evaluations (commonly known as the Orange Book) for *Jelmyto*. The lawsuit follows an Abbreviated New Drug Application filed by Teva Pharmaceuticals, Inc., which seeks authorization from the FDA to manufacture, use or sell a generic version of mitomycin for pyelocalyceal solution, 40 mg/vial in the United States before the expiry of the two patents referenced above. By order dated February 27, 2025, the court approved the parties' joint stipulation to remove the *Markman* hearing and any related claim-construction proceedings from the court's calendar. This matter is scheduled for a bench trial in October 2026.

From time to time, we may be involved in various claims and legal proceedings relating to claims arising out of our operations. Other than as set forth above, we are not currently a party to any material legal proceedings. Regardless of outcome, litigation can have an adverse impact on us because of defense and settlement costs, diversion of management resources and other factors.

Item 1A. Risk Factors.

Risk Factor Summary

Below is a summary of the material factors that make an investment in our ordinary shares speculative or risky. This summary does not address all of the risks that we face. Additional discussion of the risks summarized in this risk factor summary, and other risks that we face, can be found below under the heading "Risk Factors," and should be carefully considered, together with other information in this Quarterly Report and our other filings with the SEC before making investment decisions regarding our ordinary shares.

- We may require additional financing to fund our operations and achieve our goals, and a failure to obtain this capital when needed and on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other operations.
- We are highly dependent on the successful commercialization of our only approved product, *Jelmyto*.
- We have limited experience as an organization in marketing and distributing products and are therefore subject to certain risks in relation to the commercialization of *Jelmyto* and any of our product candidates that receive regulatory approval.
- The market opportunities for *Jelmyto* and our product candidates may be smaller than we anticipate or limited to those patients who are ineligible for established therapies or for whom prior therapies have failed and may be small.
- *Jelmyto* and any of our product candidates that receive regulatory approval may fail to achieve the broad degree of physician adoption and use and market acceptance necessary for commercial success.
- *Jelmyto* and our product candidates, if approved, will face significant competition with competing technologies and our failure to compete effectively may prevent us from achieving significant market penetration.
- In addition to *Jelmyto*, we are dependent on the success of our lead product candidate, UGN-102, and our other product candidates, including obtaining regulatory approval to market our product candidates in the United States.
- The data from our pivotal Phase 3 ENVISION trial and supporting ATLAS and OPTIMA II trials may be insufficient to support regulatory approval of UGN-102.
- Clinical drug development involves a lengthy and expensive process with an uncertain outcome, results of earlier studies and trials may not be predictive of future trial results, and our clinical trials may fail to adequately demonstrate the safety and efficacy of our product candidates.
- We have entered into collaboration and licensing agreements and in the future may enter into collaboration and licensing arrangements with other third parties for the development or commercialization of our product candidates. If our collaboration and licensing arrangements are not successful, we may not be able to capitalize on the market potential of these product candidates.
- We currently contract with third-party subcontractors and single-source suppliers for certain raw materials, compounds and components necessary to produce *Jelmyto* for commercial use, and to produce UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501 for nonclinical studies and clinical trials, and expect to continue to do so to support commercial scale production of UGN-102, UGN-103, UGN-104 and UGN-201, if approved, as well as any approved product that includes UGN-301 or UGN-501. There are significant risks associated with the manufacture of pharmaceutical products and contracting with contract manufacturers, including single-source suppliers. Furthermore, our existing third-party subcontractors and single-source suppliers may not be able to meet the increased need for certain raw materials, compounds and components that may result from our commercialization efforts. This increases the risk that we will not have sufficient quantities of *Jelmyto*, UGN-102, UGN-103, UGN-104, UGN-201, UGN-301, or UGN-501 or be able to obtain such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.
- International trade policies, including tariffs, sanctions and trade barriers may adversely affect our business, financial condition and results of operations and prospects.
- If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of any of our other products we develop.
- If we fail to attract and keep senior management and key personnel, we may be unable to successfully develop our product candidates, conduct our clinical trials and commercialize any of the products we develop.
- We have a limited operating history and have incurred significant losses and negative cash flows since our inception, and we anticipate that we will incur losses and negative cash flows as we execute on our strategy, which makes it difficult to assess our future viability.
- Our indebtedness resulting from our loan agreement with Pharmakon Advisors, L.P. ("Pharmakon") could adversely affect our financial condition or restrict our future operations.
- If our efforts to obtain, protect or enforce our patents and other intellectual property rights related to *Jelmyto*, our product candidates and technologies are not adequate, we may not be able to compete effectively, and we otherwise may be harmed.
- We may become involved in lawsuits to protect or enforce our patents or other intellectual property rights or the patents of our licensors, which could be expensive and time consuming.
- If the FDA concludes that the requirements for our relevant product candidates are not as we expect, the approval pathway for these product candidates will likely take significantly longer, cost significantly more and entail significantly greater complications and risks than anticipated, and in either case may not be successful.
- We expect current and future legislation affecting the healthcare industry, including healthcare reform, to impact our business generally and to increase limitations on reimbursement, rebates and other payments, which could adversely affect third-party coverage of our products, our operations, and/or how much or under what circumstances healthcare providers will prescribe or administer our products, if approved.

- *Jelmyto* and any of our product candidates that receive regulatory approval will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expenses, limit or withdraw regulatory approval and subject us to penalties if we fail to comply with applicable regulatory requirements.
- It may be difficult for us to profitably sell our product and any product candidates that receive regulatory approval if coverage and reimbursement for these products is limited by government authorities and/or third-party payor policies.
- Our research and development and other significant operations are located in Israel and, therefore, our results may be adversely affected by political, economic and military instability in Israel.

Risk Factors

You should carefully consider the following risk factors, as well as the other information in this Quarterly Report, before deciding whether to purchase, hold or sell our ordinary shares. The occurrence of any of the following risks could harm our business, financial condition, results of operations and/or growth prospects or cause our actual results to differ materially from those contained in forward-looking statements we have made in this Quarterly Report and those we may make from time to time. When evaluating our business, you should consider all of the factors described as well as the other information in our Annual Report and this Quarterly Report, including our financial statements and the related notes, "Management's Discussion and Analysis of Financial Condition and Results of Operation" and Item 1A, "Risk Factors." We have marked with an asterisk () those risk factors that did not appear as risk factors in, or contain changes to the similarly titled risk factors included in, Item 1A of our Annual Report. If any of the following risks actually occurs, our business, financial condition, results of operations and future growth prospects would likely be materially and adversely affected. In these circumstances, the market price of our ordinary shares would likely decline and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business operations.*

Risks Related to Our Limited Operating History, Financial Condition and Capital Requirements

We have a limited operating history and have incurred significant losses and negative cash flows since our inception, and we anticipate that we will incur losses and negative cash flows as we execute on our strategy, which makes it difficult to assess our future viability.*

We are a biotechnology company with a limited operating history upon which you can evaluate our business and prospects. We are not profitable and have incurred net losses in each period since we commenced operations in 2004, including net losses of \$126.9 million and \$102.2 million for the years ended December 31, 2024 and 2023, respectively. As of December 31, 2024, we had an accumulated deficit of \$806.2 million. We expect to incur expenses and operating losses as we execute on our strategy. Our ability to ultimately achieve recurring revenues and profitability is dependent upon our ability to successfully complete the development of our product candidates and obtain necessary regulatory approvals for and successfully manufacture, market and commercialize our products.

We believe that we will continue to expend substantial resources in the foreseeable future for the clinical development of our current product candidates or any additional product candidates and indications that we may choose to pursue in the future. These expenditures will include costs associated with research and development, conducting nonclinical studies and clinical trials, and payments for third-party manufacturing and supply, as well as sales and marketing of any of our product candidates that are approved for sale by regulatory agencies. Because the outcome of any clinical trial is highly uncertain, we cannot reasonably estimate the actual amounts necessary to successfully complete the development and commercialization of our clinical-stage and nonclinical drug candidates and any other drug candidates that we may develop in the future. Other unanticipated costs may also arise.

Our future capital requirements depend on many factors, including:

- the timing of, and the costs involved in, clinical development and obtaining regulatory approvals for our product candidates;
- changes in regulatory requirements during the development phase that can delay or force us to stop our activities related to any of our product candidates;
- the cost of commercialization activities for *Jelmyto* and any other products approved for sale, including marketing, sales and distribution costs;
- our degree of success in commercializing *Jelmyto*;
- the cost of third-party manufacturing of our products candidates and any approved products;
- the number and characteristics of any other product candidates we develop or acquire;
- our ability to establish and maintain strategic collaborations, licensing or other commercialization arrangements, and the terms and timing of such arrangements;
- the extent and rate of market acceptance of any approved products;
- the expenses needed to attract and retain skilled personnel;
- the costs associated with being a public company;
- the costs involved in preparing, filing, prosecuting, maintaining, defending and enforcing patent and other intellectual property claims, including potential litigation costs, and the outcome of such litigation;
- the timing, receipt and amount of sales of, or royalties on, future approved products, if any;
- the repayment of outstanding debt;
- any product liability or other lawsuits related to our products or business arrangements;
- scientific breakthroughs in the field of urothelial cancer treatment and diagnosis that could significantly diminish the demand for our product candidates or make them obsolete; and
- changes in reimbursement or other laws, regulations or policies that could have a negative impact on our future revenue stream.

In addition, we have limited experience and have not yet demonstrated an ability to successfully overcome many of the risks and uncertainties frequently encountered by companies in new and rapidly evolving fields, particularly in the biotechnology industry. Drug development is a highly speculative undertaking and involves a substantial degree of risk. To date, we have not obtained regulatory approval for or commercialized any product except *Jelmyto*.

We may require additional financing to fund our operations and achieve our goals, and a failure to obtain this capital when needed and on acceptable terms, or at all, could force us to delay, limit, reduce or terminate our product development, commercialization efforts or other operations.*

We are not profitable and have had negative cash flow from operations since our inception. Since our inception, almost all our resources have been dedicated to the nonclinical and clinical development of our first commercial product, *Jelmyto*, and our lead product candidate UGN-102. As of March 31, 2025, we had cash and cash equivalents and marketable securities of \$200.4 million. To fund our operations and develop our product candidates and commercialize *Jelmyto*, we have relied primarily on equity and debt financings and, following the launch of *Jelmyto* in June 2020, revenue generated from sales of *Jelmyto*.

In December 2019, we entered into a sales agreement (the "ATM Sales Agreement") with TD Securities (USA) LLC (f/k/a Cowen and Company, LLC) ("TD Cowen") pursuant to which we may from time to time offer and sell our ordinary shares having an aggregate offering price of up to \$100.0 million. As of March 31, 2025, \$27.3 million remains available for sale under the ATM Sales Agreement.

In March 2021, we announced a transaction (the "RTW Transaction") with RTW Investments ("RTW") totaling \$75 million in funding for our company, which was received in May 2021, to support the launch of *Jelmyto* and the development of UGN-102. In return for the upfront cash payment, RTW is entitled to receive tiered future cash payments based on aggregate worldwide annual net product sales of *Jelmyto* and, subject to FDA approval, UGN-102, UGN-103 and UGN-104.

On March 7, 2022, UroGen Pharma Ltd., UroGen Pharma, Inc., as the borrower (the "Borrower"), and certain direct and indirect subsidiaries of the Company party thereto from time to time, as guarantors ("Guarantors" and, collectively with UroGen Pharma Ltd. and Borrower, "Credit Parties"), entered into a loan agreement with funds managed by Pharmakon, including BPCR Limited Partnership (as a "Lender"), BioPharma Credit Investments V (Master) LP (as a "Lender"), and BioPharma Credit PLC, as collateral agent for the Lenders (in such capacity, "Collateral Agent"), pursuant to which the Lenders agreed to make term loans to the Borrower in an aggregate principal amount of up to \$100.0 million (the "Initial Term Loans") to be funded in two tranches. The first tranche of \$75.0 million (\$72.6 million of proceeds were received, \$70.8 million net of additional transaction costs) was funded in March 2022, and the second tranche of \$25.0 million was funded in December 2022.

On March 13, 2024, we entered into an amended and restated loan agreement with Pharmakon for an additional third and fourth tranche of senior secured loan. The third tranche of \$25.0 million was funded in September 2024. The fourth tranche of \$75.0 million will become available at our option no later than August 29, 2025, subject to (i) receiving FDA approval of an NDA for UGN-102 no later than June 30, 2025 and (ii) the satisfaction of customary bring down conditions and deliverables.

We may require additional capital to complete clinical trials, obtain regulatory approval for and commercialize our product candidates, and otherwise fund our operations. Our operating plan may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity financings, convertible debt or debt financings, third-party funding, marketing and distribution arrangements, as well as other collaborations, strategic alliances and licensing arrangements, or a combination of these approaches. We may also require additional capital to pursue nonclinical and clinical activities, and pursue regulatory approval for, and to commercialize, our pipeline product candidates.

Any additional fundraising efforts may divert the attention of our management from day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates. In addition, we cannot guarantee that future financing will be available in sufficient amounts or on favorable terms, if at all. Moreover, the terms of any financing may negatively impact the holdings or the rights of our shareholders, and the issuance of additional securities, whether equity or debt, by us or the possibility of such issuance may cause the market price of our shares to decline. The incurrence of indebtedness could result in increased fixed payment obligations and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborative partners or otherwise at an earlier stage than would be desirable and we may be required to relinquish rights to some of our technologies, intellectual property or product candidates or otherwise agree to terms unfavorable to us, any of which may harm our business, financial condition, cash flows, operating results and prospects.

If adequate funds are not available to us on a timely basis, we may be required or choose to:

- delay, limit, reduce or terminate nonclinical studies, clinical trials or other development activities for our product candidates or any of our future product candidates;
- delay, limit, reduce or terminate our other research and development activities; or
- delay, limit, reduce or terminate our establishment or expansion of manufacturing, sales and marketing or distribution capabilities or other activities that may be necessary to commercialize *Jelmyto* or any of our product candidates that obtain marketing approval.

We may also be unable to expand our operations or otherwise capitalize on our business opportunities, as desired, which could harm our business, financial condition, cash flows and results of operations.

Our indebtedness resulting from our loan agreement with Pharmakon could adversely affect our financial condition or restrict our future operations.

In March 2022, we entered into a loan agreement with Pharmakon pursuant to which the Lenders funded the Initial Term Loans to the Borrower in an aggregate principal amount of \$100.0 million in two tranches. In March of 2024, we amended and restated the loan agreement, pursuant to which the Lenders agreed to make additional term loans to the Borrower in an aggregate principal amount of up to \$100.0 million to be funded in two tranches. The third tranche of \$25.0 million was funded in September 2024. The fourth tranche of \$75.0 million will become available at our option no later than August 29, 2025, subject to (i) receiving FDA approval of an NDA for UGN-102 no later than June 30, 2025 and (ii) the satisfaction of customary bring down conditions and deliverables. There is no assurance that the additional term loan will become available.

The obligations of the Borrower under the loan agreement with Pharmakon are guaranteed on a full and unconditional basis by UroGen Pharma Ltd. and the other Guarantor and are secured by substantially all of the respective Credit Parties' tangible and intangible assets and property, including intellectual property, subject to certain exceptions.

The loan agreement contains negative covenants that, among other things and subject to certain exceptions, restrict our ability to:

- sell or dispose of assets, including certain intellectual property;
- amend, modify or waive certain agreements or organizational documents;
- consummate certain change in control transactions;
- incur certain additional indebtedness;
- incur any non-permitted lien or other encumbrance on the Credit Parties' assets;
- pay dividends or make any distribution or payment on or redeem, retire or purchase any equity interests; and
- make payments of certain subordinated indebtedness.

In addition, we are required under the loan agreement to comply with various operating covenants and default clauses that may restrict our ability to finance our operations, engage in business activities or expand or fully pursue our business strategies. A breach of any of these covenants or clauses could result in a default under the loan agreement, which could cause all of the outstanding indebtedness under the facility to become immediately due and payable, including a make whole amount and prepayment premium.

If we are unable to generate sufficient cash to repay our debt obligations when they become due and payable, we may not be able to obtain additional debt or equity financing on favorable terms, if at all, which may negatively affect our business operations and financial condition.

Covenants under our Prepaid Forward Contract with RTW restrict our ability to borrow additional capital.

In March 2021, we entered into a Prepaid Forward Contract (the "Forward Contract") with RTW, pursuant to which we are obligated to make tiered cash payments to RTW, based on the worldwide annual net product sales of *Jelmyto* and, subject to FDA approval of UGN-102, UGN-103 and UGN-104 (together, the "Products"), subject to an aggregate revenue cap of \$300.0 million.

Until the earlier of such time that (i) our aggregate worldwide annual net product sales of the Products reach a certain threshold or (ii) our market capitalization reaches a certain threshold, (a) we have granted RTW a security interest in the Products and the regulatory approvals, intellectual property, material agreements, proceeds and accounts receivable related to the Products (the "Product Collateral"), (b) we are subject to a negative pledge in respect of the Product Collateral and (c) we may not incur additional indebtedness secured by Product Collateral without such secured debt provider entering into a intercreditor agreement with RTW. Upon the occurrence of an insolvency event, as defined in the Forward Contract, any remaining payment obligations under the Forward Contract will be automatically accelerated.

The Forward Contract requires us to use a significant portion of our cash flow to make payments to RTW, limits our ability to borrow additional funds for working capital, capital expenditures or other general business purposes, limits our flexibility to plan for, or react to, changes in our business and industry, places us at a competitive disadvantage compared to our competitors not subject to similar restrictions and increases our vulnerability to the impact of adverse economic industry conditions.

Raising additional capital may cause dilution to our shareholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.*

Until such time, if ever, as we can generate sufficient product revenues to support our operations and capital requirements, we expect to supplement our cash needs through equity, convertible debt or debt financings, as well as selectively continuing to enter into collaborations, strategic alliances and licensing arrangements. Other than the fourth tranche that may become available under the loan agreement with Pharmakon, we do not currently have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, including pursuant to the ATM Sales Agreement, your ownership interest in us will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as an ordinary shareholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring and distributing dividends, and may be secured by all or a portion of our assets.

If we raise funds by selectively continuing to enter into additional collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish additional valuable rights to our technologies, future revenue streams, research programs or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity, convertible debt or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves. If we are unable to raise additional funds through other collaborations, strategic alliances or licensing arrangements, we may be required to terminate product development or future commercialization efforts or to cease operations altogether.

Risks Related to Our Business and Strategy

We are highly dependent on the successful commercialization of our only approved product, *Jelmyto*.

Jelmyto is our first product, which we commercially launched in the United States in June 2020. We have not commercialized any other product candidates. We have invested significant efforts and financial resources in the research and development of *Jelmyto*. We are focusing a significant portion of our activities and resources on *Jelmyto*, and we believe our prospects are highly dependent on, and a significant portion of the value of our company relates to, our ability to successfully commercialize *Jelmyto* in the United States.

Successful commercialization of *Jelmyto* is subject to many risks. We initiated our commercial launch of *Jelmyto* in June 2020, and prior to that, we had never, as an organization, launched or commercialized any product. There is no guarantee that our commercialization efforts will be successful, or that we will be able to successfully launch and commercialize any other product candidates that receive regulatory approval. There are numerous examples of unsuccessful product launches and failures to meet high expectations of market potential, including by pharmaceutical companies with more experience and resources than us. While we have established our commercial team and have hired our U.S. sales force, we will need to maintain, further train and develop our team in order to be prepared to successfully coordinate the ongoing commercialization of *Jelmyto*. Even if we are successful in maintaining and further developing our commercial team, there are many factors that could cause the commercialization of *Jelmyto* to be unsuccessful, including a number of factors that are outside of our control. We must also properly educate physicians and nurses on the skillful preparation and administration of *Jelmyto*, and develop a broad experiential knowledge base of aggregated clinician feedback from which we can refine appropriate procedures for product administration, without which there could be a risk of adverse events.

Because no drug has previously been approved by the FDA for the treatment of low-grade UTUC, it is especially difficult to estimate *Jelmyto*'s market potential. The commercial success of *Jelmyto* depends on the extent to which patients and physicians accept and adopt *Jelmyto* as a treatment for low-grade UTUC, and we do not know whether our or others' estimates in this regard will be accurate. For example, if the patient population suffering from low-grade UTUC is smaller than we estimate or if physicians are unwilling to prescribe or

patients are unwilling to be treated with *Jelmyto* due to label warnings, adverse events associated with product administration or other reasons, the commercial potential of *Jelmyto* will be limited. Physicians may not prescribe *Jelmyto* and patients may be unwilling to be treated with *Jelmyto* if coverage is not provided or reimbursement is inadequate to cover a significant portion of the cost. Additionally, any negative development for *Jelmyto* in our post-marketing commitments, or in regulatory processes in other jurisdictions, may adversely impact the commercial results and potential of *Jelmyto*. Thus, significant uncertainty remains regarding the commercial potential of *Jelmyto*.

In addition, our commercialization efforts for *Jelmyto* could be hindered by pandemics, epidemics or public health emergencies.

If *Jelmyto* sales do not meet expectations, our share price could decline significantly and the long-term success of the product and our company could be harmed.

Jelmyto has only been studied in a limited number of patients and in limited populations. Jelmyto is now available to a much larger number of patients and to a broader population, and we do not know whether the results of Jelmyto use in this larger number of patients and broader populations will be consistent with the results from our clinical studies.*

Jelmyto has been administered only to a limited number of patients and in limited populations in clinical studies, including our pivotal Phase 3 OLYMPUS clinical trial for the treatment of adult patients with low-grade UTUC. While the FDA granted approval of *Jelmyto* based on the data included in the NDA, including data from the Phase 3 OLYMPUS clinical trial, and we have subsequently presented new long-term data from the OLYMPUS trial, we do not know whether the results when a larger number of patients and a broader population are exposed to *Jelmyto*, including results related to safety and efficacy, will be consistent with the results from earlier clinical studies of *Jelmyto* that served as the basis for the approval of *Jelmyto*. New data relating to *Jelmyto*, including from spontaneous adverse event reports and post-marketing studies in the United States, other ongoing clinical studies and the ongoing uTRACT *Jelmyto* Registry to evaluate real world experience and outcomes of patients with low-grade UTUC treated with *Jelmyto* in the United States may result in changes to the product label and may adversely affect sales, or result in withdrawal of *Jelmyto* from the market. The FDA and regulatory authorities in other jurisdictions may also consider the new data in reviewing potential marketing applications in other jurisdictions, or imposing post-approval requirements. If any of these actions were to occur, it could result in significant expense and delay or limit our ability to generate sales revenues.

We have limited experience as an organization in marketing and distributing products and are therefore subject to certain risks in relation to the commercialization of Jelmyto and any of our product candidates that receive regulatory approval.

Our strategy is to build and maintain a fully integrated biotechnology company to successfully execute the commercialization of *Jelmyto* in the United States. *Jelmyto* is our only product that has been approved for sale by any regulatory body, and it became available in the United States in June 2020. While we have established a commercial management team and have also established a field-based organization comprised of a sales team, reimbursement support team, clinical nurse educators, national account managers and medical science liaisons, we currently have limited experience commercializing pharmaceutical products as an organization. In order to successfully commercialize *Jelmyto*, we must continue to develop our sales, marketing, managerial, compliance and related capabilities or make arrangements with third parties to perform these services. This involves many challenges, such as recruiting and retaining talented personnel, training employees, setting the appropriate system of incentives, managing additional headcount and integrating new business units into an existing corporate infrastructure. These efforts will continue to be expensive and time-consuming, and we cannot be certain that we will be able to successfully further develop these capabilities. Additionally, we will need to maintain and further develop our sales force, and we will be competing with other pharmaceutical and biotechnology companies to recruit, hire, train and retain marketing and sales personnel. In the event we are unable to effectively develop and maintain our commercial team, including our sales force, our ability to effectively commercialize *Jelmyto* would be limited, and we would not be able to generate product revenues successfully. If we fail to establish and maintain an effective sales and marketing infrastructure, we will be unable to successfully commercialize our product candidates, which in turn would have an adverse effect on our business, financial condition and results of operations.

If we are unable to effectively train and equip our sales force, our ability to successfully commercialize Jelmyto and any future product candidates will be harmed.

Our sales force has only promoted *Jelmyto* since its launch in June 2020. In addition, *Jelmyto* is the first drug approved by the FDA for the treatment of low-grade UTUC. As a result, we are and will continue to be required to expend significant time and resources to train our sales force to be credible, persuasive, and compliant with applicable laws in marketing *Jelmyto* for the treatment of low-grade UTUC to physicians and nurses. In addition, we must train our sales force to ensure that a consistent and appropriate message about *Jelmyto* is being delivered to our customers. We generally manage and deploy our sales force by geographic coverage across the United States. Open coverage due to turnover of personnel, and/or inability to identify and integrate additional personnel would have a negative impact on our ability to engage with physicians and other stakeholders. If we are unable to effectively train, deploy and retain our sales force and equip them with effective materials, including medical and sales literature to help them inform and educate customers about the benefits and risks of *Jelmyto*, any future product candidates, and their proper administration, our efforts to successfully commercialize *Jelmyto* and any future product candidates could be put in jeopardy, which would negatively impact our ability to generate product revenues.

There can be no assurance that our sales force will continue to have in-person access to physicians as a result of pandemics, epidemics or public health emergencies, or that digital materials and virtual engagement will be effective at growing and sustaining prescription levels of *Jelmyto*. Disruptions in the prescription volume of *Jelmyto* could also occur:

- if patients are physically quarantined or are unable or unwilling to visit healthcare providers;
- if physicians restrict access to their facilities for a material period of time;
- if healthcare providers prioritize treatment of acute or communicable illnesses over treatment of low-grade UTUC;
- if pharmacies are closed or suffering staff shortages or supply chain disruptions;
- if patients lose access to employer-sponsored health insurance due to periods of high unemployment; or
- as a result of general disruptions in the operations of payors, distributors, logistics providers and other third parties that are necessary for *Jelmyto* to be prescribed, reconstituted, instilled and reimbursed.

The market opportunities for Jelmyto and our product candidates may be smaller than we anticipate or limited to those patients who are ineligible for established therapies or for whom prior therapies have failed and may be small.*

Cancer therapies are sometimes characterized as first-line, second-line or third-line. When cancer is detected early enough, first-line therapy, often chemotherapy, hormone therapy, surgery, radiotherapy or a combination of these, is sometimes adequate to cure the cancer or prolong life. Second- and third-line therapies are administered to patients when prior therapy is not or is no longer effective. For urothelial cancers, the current first-line standard of care is surgery designed to remove one or more tumors. Chemotherapy is currently used in treating urothelial cancer only as an adjuvant, or supplemental therapy, after tumor resection. We are designing our lead product candidate UGN-102 as an alternative to surgery as the standard of care for certain urothelial cancers. However, there is no guarantee that this product candidate will be approved or that we will not have to conduct additional clinical trials. Even if approved, the market opportunity for UGN-102 may be smaller than we anticipate and will be limited to those patients who are ineligible for established therapies or for whom prior therapies have failed. Our other or future product candidates, including UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501, may face similar risks.

Our projections of both the number of people who have the cancers we are targeting, as well as the subset of people with these cancers who have previously failed prior treatments, and who have the potential to benefit from treatment with our product candidates, are based on our beliefs and estimates. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations or third-party market research, and may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these cancers and the number of patients may turn out to be lower than expected. Additionally, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. For instance, our pivotal Phase 3 OLYMPUS clinical trial for *Jelmyto* was designed to evaluate the use of *Jelmyto* for the treatment of tumors in the renal pelvis (the funnel-like dilated part of the ureter in the kidney) and was not designed to evaluate the use of *Jelmyto* for the treatment of tumors in the ureter (the tube that connects the kidneys to the bladder). Even though *Jelmyto* is approved for the treatment of low-grade UTUC, some physicians have chosen, and physicians may choose in the future, to only use it to treat tumors in the renal pelvis and not tumors in the ureter, which would limit the degree of physician adoption and market acceptance of *Jelmyto*. Even if we obtain significant market share, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications, including the use of the products as first- or second-line therapy. For example, low-grade UTUC is a rare malignant tumor of the cells lining the urinary tract and there is limited scientific literature or other research on the incidence and prevalence of low-grade UTUC. If our estimates of the incidence and prevalence of low-grade UTUC are incorrect, *Jelmyto*'s commercial viability may prove to be limited, which may negatively affect our financial results.

Jelmyto and any of our product candidates that receive regulatory approval may fail to achieve the broad degree of physician adoption and use and market acceptance necessary for commercial success.*

The commercial success of *Jelmyto* and any other product candidates that receive regulatory approval will depend significantly on their broad adoption and use by physicians for approved indications, including, in the case of *Jelmyto*, for the treatment of low-grade UTUC, and in the case of UGN-102, for the treatment of recurrent low-grade intermediate risk NMIBC, and for other therapeutic indications that we may seek to pursue with any of our product candidates. Physicians treating low-grade UTUC and low-grade intermediate risk NMIBC have never had to consider treatments other than surgery. The degree and rate of physician and patient adoption of *Jelmyto*, UGN-102 or any of our other product candidates, if approved, will depend on a number of factors, including:

- the clinical indications for which the product is approved;
- the safety and efficacy data from the clinical trial(s) supporting the approved clinical indications;
- the approved labeling and packaging for our products, including the degree of product preparation and administration convenience and ease of use that is afforded to physicians by the approved labeling and product packaging;
- the prevalence and severity of adverse side effects and the level of benefit/risk observed in our clinical trials;
- sufficient patient satisfaction with the results and administration of our products and overall treatment experience, including relative convenience, ease of use and avoidance of, or reduction in, adverse side effects;
- the extent to which physicians recommend our products to patients;
- physicians' and patients' willingness to adopt new therapies in lieu of other products or treatments, including willingness to adopt *Jelmyto*, and our lead product candidate UGN-102 as locally-administered drug replacements to current surgical standards of care;
- the cost of treatment, safety and efficacy of our products in relation to alternative treatments, including the recurrence rate of our treatments;
- the extent to which the costs of our products are covered and reimbursed by third-party payors, including the availability of a physician reimbursement code for our treatments, and patients' willingness to pay for our products;
- whether treatment with our products, including the treatment of low-grade UTUC with *Jelmyto* and the treatment of recurrent low-grade intermediate risk NMIBC with UGN-102, if approved, will be deemed to be an elective procedure by third-party payors; if so, the cost of treatment would be borne by the patient and would be less likely to be broadly adopted;
- proper education of physicians or nurses for the skillful administration of our approved product, *Jelmyto*, and UGN-102, if approved, and development of a broad experiential knowledge base of aggregated clinician feedback from which we can refine appropriate procedures for product administration, without which there could be a risk of adverse events;
- the effectiveness of our sales and marketing efforts, especially the success of any targeted marketing efforts directed toward physicians and clinics and any direct-to-consumer marketing efforts we may initiate; and
- third-party clinical practice guidelines.

If *Jelmyto*, UGN-102 or any of our other product candidates are approved for use but fail to achieve the broad degree of physician adoption and market acceptance necessary for commercial success, our operating results and financial condition would be adversely affected.

Jelmyto and our product candidates, if approved, will face significant competition with competing technologies and our failure to compete effectively may prevent us from achieving significant market penetration.*

The biotechnology industry is intensely competitive and subject to rapid and significant technological change. Our potential competitors include large and experienced companies that enjoy significant competitive advantages over us, such as greater financial, research and development, manufacturing, personnel and marketing resources, greater brand recognition and more experience and expertise in obtaining marketing approvals from the FDA and foreign regulatory authorities. These companies may develop new drugs to treat the indications that we target or seek to have existing drugs approved for use for the treatment of the indications that we target.

We are aware of several pharmaceutical companies that are developing drugs in the general fields of urology and uro-oncology, such as AADI LLC, Aura Biosciences, Inc., Biocancell Ltd., Bristol Myers Squibb, CG Oncology Inc., enGene Holdings, Ferring Pharmaceuticals, FKD Therapies Oy, GSK, ImmunityBio, ImPact Biotech Ltd., Johnson & Johnson, LIPAC Oncology, Merck Sharp & Dohme Corp, Pfizer, Prokarium, Protara Therapeutics, Relmada Therapeutics, Roche, Samyang Biopharma, SURGE Therapeutics, Trigone Pharma, Tyra Biosciences, Viralytics Limited and Vyriad. We are aware that Ferring Pharmaceuticals is marketing Adstiladrin, approved by the FDA for the treatment of high-risk BCG-unresponsive NMIBC, and that in 2024 the FDA approved ImmunityBio's product ANKTIVA for the treatment of BCG-unresponsive NMIBC with CIS, with or without papillary tumors. We are also aware there are companies among this list conducting clinical trials in various phases in the same indications in which we are developing products. In addition, we received from Teva a Paragraph IV Certification Notice Letter in February 2024, providing notification that Teva has submitted an ANDA to the FDA seeking approval to manufacture, use or sell a generic version of *Jelmyto*. In the Notice Letter, Teva alleges that two of the patents listed in the FDA Orange Book for *Jelmyto*, U.S. Patent Numbers 9,040,074 and 9,950,069, each of which expires in January 2031, are invalid, unenforceable, or will not be infringed by Teva's manufacture, use, or sale of the generic product described in its ANDA submission. See Part II, Item 1. "Legal Proceedings" for additional discussion. If we are unable to maintain patent protection for *Jelmyto*, *Jelmyto* may be subject to immediate competition from FDA approved generic entrants after orphan drug exclusivity for *Jelmyto* expires in April 2027.

Additionally, outside of these indications where we are developing products, we are aware of other companies doing work in both bladder and upper tract cancers, but these are with agents or on targets in high-grade, metastatic, or muscle invasive cancers. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in this industry. Our competitors may succeed in developing, acquiring or licensing products that are more effective, easier to administer or less costly than our product candidates.

In addition, we face competition from existing standards of treatment, surgical tumor resection procedures. If we are not able to demonstrate that our product candidates are at least as safe and effective as such courses of treatment, medical professionals may not adopt our product candidates in replacement of the existing standard of care. Generic mitomycin injectable drug products, while approved by FDA for gastric and pancreatic cancers, are neither approved for low-grade UTUC nor reconstituted with hydrogel in an FDA-approved product as *Jelmyto* is, although they may be used off-label by physicians for the treatment of low-grade UTUC, as they have been prior to the approval of *Jelmyto*.

Our ability to market Jelmyto and any of our product candidates that receive marketing approval is and will be limited to certain indications. If we want to expand the indications for which we may market our products, we will need to obtain additional regulatory approvals, which may not be granted.*

Jelmyto is indicated for adult patients with low-grade UTUC. We are currently developing UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501 for the treatment of various forms of urothelial cancer. The FDA and other applicable regulatory agencies will restrict our ability to market or advertise our products to the scope of the approved label for the applicable product and for no other indications, which could limit physician and patient adoption. We may attempt to develop and, if approved, promote and commercialize new treatment indications for our products in the future, but we cannot predict when or if we will receive the regulatory approvals required to do so. Failure to receive such approvals will prevent us from promoting or commercializing new treatment indications. In addition, we would be required to conduct additional clinical trials or studies to support approvals for additional indications, which would be time consuming and expensive, and may produce results that do not support regulatory approvals. If we do not obtain additional regulatory approvals, our ability to expand our business will be limited.

If we are found to have improperly promoted off-label uses of Jelmyto or any of our product candidates that receive regulatory approval, or if physicians misuse our products, we may become subject to prohibitions on the sale or marketing of our products, significant sanctions, and product liability claims, and our image and reputation within the industry and marketplace could be harmed.

The FDA and other regulatory agencies strictly regulate the marketing and promotional claims that are made about drug products. In particular, a product may not be promoted for uses or indications that are not approved by the FDA or such other regulatory agencies as reflected in the product's approved labeling and may not be promoted based on overstated efficacy or omission of important safety information. For example, we cannot promote the use of our product *Jelmyto* in a manner that is inconsistent with the approved label, but we are permitted to share truthful and non-misleading information that is otherwise consistent with the product's FDA approved labeling. However, physicians are able, in their independent medical judgment, to use *Jelmyto* on their patients in an off-label manner, such as for the treatment of other urology indications. If we are found to have promoted such off-label uses, we may receive warning letters and become subject to significant liability, which would harm our business. The federal government has levied large administrative, civil and criminal fines against companies for alleged improper promotion and has enjoined several companies from engaging in off-label promotion. If we become the target of such an investigation or prosecution based on our marketing and promotional practices, we could face similar sanctions, which would harm our business. In addition, management's attention could be diverted from our business operations, significant legal expenses could be incurred, and our reputation could be damaged. The FDA has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed. If we are deemed by the FDA to have engaged in the promotion of our products for off-label use, we could be subject to prohibitions on the sale or marketing of our products or significant fines and penalties, and the imposition of these sanctions could also affect our reputation with physicians, patients and caregivers, and our position within the industry.

Physicians may also misuse our products or use improper techniques, potentially leading to adverse results, side effects or injury, which may lead to product liability claims. If our products are misused or used with improper technique, we may become subject to costly litigation. Product liability claims could divert management's attention from our core business, be expensive to defend, and result in sizable damage awards against us that may not be covered by insurance. We currently carry product liability insurance covering our clinical trials with policy limits that we believe are customary for similarly situated companies and adequate to provide us with coverage for foreseeable risks. Although we maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. In addition, while we have established product liability insurance relating to our commercialization of *Jelmyto*, there can be no assurance that we will be able to maintain this insurance on commercially reasonable terms or that this insurance will be sufficient. Furthermore, the use of our products for conditions other than those approved by the FDA may not effectively treat such conditions, which could harm our reputation in the marketplace among physicians and patients.

In addition to Jelmyto, we are dependent on the success of our lead product candidate, UGN-102, and our other product candidates, including obtaining regulatory approval to market our product candidates in the United States.*

The research, development, testing, manufacturing, labeling, packaging, approval, promotion, advertising, storage, recordkeeping, marketing, distribution, post-approval monitoring and reporting, and export and import of drug products are subject to extensive regulation by the FDA and by foreign regulatory authorities. These regulations differ from country to country. To gain approval to market our product candidates, we must provide clinical data that adequately demonstrate the safety and efficacy of the product for the intended indication. Other than *Jelmyto*, all of our product candidates, including our lead product candidate, UGN-102, remain in clinical development and have not yet received regulatory approval from the FDA or any other regulatory agency in the United States or any other country. Our business depends upon obtaining these regulatory approvals. There are no drugs that have been approved by the FDA for the primary treatment of low-grade intermediate risk NMIBC, and only a limited number of drugs have been approved by the FDA as adjuvant treatment for BCG unresponsive NMIBC. The FDA can delay, limit or deny approval of our product candidates for many reasons.

While the FDA accepted our NDA for UGN-102 in October 2024 and assigned a PDUFA goal date of June 13, 2025, there is no guarantee that the PDUFA goal date will not be delayed or that the FDA will eventually approve UGN-102 for the indication and patient population that we request or approve the labeling that we believe is necessary or desirable for the successful commercialization of UGN-102, as the FDA does not always meet its PDUFA dates and it has the authority to refuse to approve NDAs for a variety of reasons. Additionally, the FDA is requiring a panel of experts, referred to as an advisory committee, to deliberate on the adequacy of the safety and efficacy data to support approval of UGN-102. The advisory committee meeting for UGN-102 is scheduled for May 21, 2025. We currently anticipate that the questions to be addressed will include whether ENVISION as a single arm trial with supportive data from the ATLAS trial is sufficient for approval. The opinion of the advisory committee, although not binding, may have a significant impact on our ability to obtain approval for UGN-102 based on the completed clinical trials, as the FDA or comparable foreign regulatory authorities often adheres to the advisory committee's recommendations. However, even if the advisory committee provides a positive recommendation, there is no guarantee that the FDA will follow the advisory committee's recommendations and there are numerous examples of the FDA departing from the recommendations of its advisory committees. Accordingly, the regulatory approval pathway for our product candidates may be uncertain, complex, expensive and lengthy, and approval may not be obtained.

The success of our product candidates is subject to significant risks and uncertainties, including risks associated with successfully completing current and future clinical trials, such as:

- the FDA's acceptance of our parameters for regulatory approval relating to UGN-102 and our other product candidates, including our proposed indications, primary and secondary endpoint assessments and measurements, safety evaluations and regulatory pathways, and proposed labeling and packaging;
- our ability to successfully complete the FDA requirements related to CMC, for UGN-102 and our other product candidates, and if completed, their sufficiency to support an NDA;
- the FDA's timely acceptance of our INDs, for our product candidates and our inability to commence clinical trials in the United States without such IND acceptances;
- the FDA's acceptance of the design, size, conduct and implementation of our clinical trials, our trial protocols and the interpretation of data from nonclinical studies or clinical trials;
- the FDA's acceptance of the population studied in our clinical trials being sufficiently large, broad and representative to assess efficacy and safety in the patient population for which we seek approval;
- our ability to successfully complete the clinical trials of our product candidates, including timely patient enrollment and acceptable safety and efficacy data and our ability to demonstrate the safety and efficacy of the product candidates undergoing such clinical trials;
- our ability to demonstrate meaningful clinical or other benefits which outweigh any safety or other perceived risks, through the completion of our clinical trials for our product candidates;
- the outcome of any advisory committee meeting for any of our product candidates, and it is possible that any such advisory committee will have an adverse or split recommendation with respect to our application to market such product candidates in the United States;
- if applicable, even if FDA's advisory committee recommends approval of our applications to market our product candidates in the United States, without limiting the approved labeling, specifications, distribution or use of the products, or imposing other restrictions, the FDA is not bound by the advisory committee's recommendation and there are a number of instances where the FDA has voted against the recommendations of advisory committees;
- the FDA's determination of safety and efficacy of our product candidates;
- the FDA's determination that the Section 505(b)(2) of the Federal Food, Drug and Cosmetic Act ("FDCA") regulatory pathway ("505(b)(2)") is available for our product candidates;
- the prevalence and severity of adverse events associated with our product candidates, including UGN-102, as there are no drugs and related drug administration procedures approved for the primary treatment of low-grade NMIBC, that are based on *RTGel* technology;
- the timely and satisfactory performance by third-party contractors of their obligations in relation to our clinical trials;

- our success in educating physicians and patients about the benefits, risks, administration and use of our product candidates, if approved, particularly in light of the fact that there are no drugs that have been approved by the FDA for the primary treatment of low-grade NMIBC, and only a limited number of drugs have been approved by the FDA as adjuvant treatment for high-grade NMIBC;
- the availability, perceived advantages, relative cost, safety and efficacy of alternative and competing treatments for the indications addressed by our product candidates;
- the effectiveness of our marketing, sales and distribution strategy, and operations, as well as that of any current and future licensees;
- the FDA's acceptance of the quality of our drug substance or drug product, formulation, labeling, packaging, or the specifications of our product candidates is sufficient for approval;
- our ability to develop, validate and maintain a commercially viable manufacturing process that is compliant with cGMP;
- the FDA's acceptance of the manufacturing processes or facilities of third-party manufacturers with which we contract;
- our ability to secure supplies for our product candidates to support clinical trials and commercial use;
- our ability to manufacture or secure active ingredient, *RTGel* hydrogel, and finished product from third-party suppliers for product candidates, including UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501, if approved;
- our ability to obtain, maintain, protect, defend and enforce our intellectual property rights with respect to our product candidates;
- the extent to which the costs of our products, once approved, are covered and reimbursed by third-party payors, including the availability of a physician reimbursement code for our treatments, and patients' willingness to pay for our products; and
- our ability to educate physicians or nurses on the skillful preparation and administration of any of our product candidates that receive approval, including UGN-102, and our ability to develop a broad experiential knowledge base of aggregated clinician feedback from which we can refine appropriate procedures for product administration, without which there could be a risk of adverse events.

Many of these clinical, regulatory and commercial risks are beyond our control. Further, these risks and uncertainties impact all of our clinical programs that we pursue and may be amplified by pandemics, epidemics or public health emergencies, as described below. Accordingly, we cannot assure you that we will be able to advance any more of our product candidates through clinical development, or to obtain additional regulatory approval of any of our product candidates. To the extent we seek regulatory approval in foreign countries, we may face challenges similar to those described above with regulatory authorities in applicable jurisdictions. Any delay in obtaining, or inability to obtain, applicable regulatory approval for any of our product candidates would delay or prevent commercialization of our product candidates and would thus negatively impact our business, results of operations and prospects. Even if we receive approval of any of the product candidates in our pipeline or future product candidates, there is no assurance that we will be able to successfully commercialize any of them.

The data from our pivotal Phase 3 ENVISION trial and supporting ATLAS and OPTIMA II trials may be insufficient to support regulatory approval of UGN-102.*

On July 27, 2023, we announced that UGN-102 met its primary endpoints in the Phase 3 ATLAS and ENVISION trials. Additionally, on June 13, 2024, we announced secondary endpoint DOR data from the Phase 3 ENVISION trial. The primary and secondary endpoints data from the ENVISION trial (and the other clinical trial data contained in NDA submission) may not be sufficient to satisfy the regulatory threshold for approval, or we may receive other data that negatively impacts the efficacy and safety profile of UGN-102.

Interim, topline and preliminary data from our clinical trials that we announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.

From time to time, we may publicly disclose preliminary, interim or topline data from our clinical trials. These interim updates are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change as patient data become available and following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, the topline results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. Topline data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, topline data should be viewed with caution until the final data are available. In addition, we may report interim analyses of only certain endpoints rather than all endpoints. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. In particular, interim data may reflect small sample sizes, be subject to substantial variability and may not be indicative of either future interim results or final results. Publications based on interim data may differ from FDA approved product labeling. Adverse changes between interim data and final data could significantly harm our business and prospects. Further, additional disclosure of interim data by us or by our competitors in the future could result in volatility in the price of our ordinary shares.

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is typically selected from a more extensive amount of available information. Furthermore, we may report interim analyses of only certain endpoints rather than all endpoints. You or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product, product candidate or our business. If the preliminary or topline data that we report differ from late, final or actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, UGN-102 or any other investigational product candidate may be harmed, which could harm our business, financial condition, results of operations and prospects.

We have limited experience in conducting clinical trials and obtaining approval for product candidates and may be unable to do so successfully.

As a company, we have limited experience in conducting clinical trials and have progressed only one product candidate through to regulatory approval. In part because of this lack of experience, our clinical trials may require more time and incur greater costs than we anticipate. We cannot be certain that the planned clinical trials will begin or conclude on time, if at all. Large-scale trials will require significant additional financial and management resources. Third-party clinical investigators do not operate under our control. Any performance failure on the part of such third parties could delay the clinical development of our product candidates or delay or prevent us from obtaining regulatory approval or commercializing our current or future product candidates, depriving us of potential product revenue and resulting in additional losses.

We have not yet submitted NDAs for certain product candidates in our pipeline, and we may be delayed in obtaining or fail to obtain such regulatory approvals and to commercialize our product candidates.*

The process of developing, obtaining regulatory approval for and commercializing our product candidates is long, complex, costly and uncertain, and delays or failure can occur at any stage. The research, testing, manufacturing, labeling, marketing, sale and distribution of drugs are subject to extensive and rigorous regulation by the FDA and foreign regulatory agencies, as applicable. These regulations are agency-specific and differ by jurisdiction. We are not permitted to market any product candidate in the United States until we receive approval of an NDA from the FDA, or in any foreign countries until we receive the requisite approval from the respective regulatory agencies in such countries. To gain approval of an NDA or other equivalent regulatory approval, we must provide the FDA or relevant foreign regulatory authority with nonclinical and clinical data that demonstrates the safety and efficacy of the product for the intended indication.

Before we can submit an NDA to the FDA or comparable similar applications to foreign regulatory authorities, we must conduct Phase 3 clinical trials, or a pivotal/registration trial equivalent, for each product candidate. After submission of an NDA, the FDA may raise additional questions on any data contained in the application. These questions may come in the form of information requests or in the NDA 74-day letter as review issues. We must address these questions during the review, but we do not know whether our responses will be acceptable to the FDA. We cannot assure you that the FDA will not decide to require us to perform additional clinical trials, including potentially requiring us to perform an additional pivotal study with a control arm, before approving, or as a condition of approving, NDAs for our product candidates.

Phase 3 clinical trials often produce unsatisfactory results even though prior clinical trials were successful. Moreover, the results of clinical trials may be unsatisfactory to the FDA or foreign regulatory authorities even if we believe those clinical trials to be successful. The FDA or applicable foreign regulatory agencies may suspend one or all of our clinical trials or require that we conduct additional clinical, nonclinical, manufacturing, validation or drug product quality studies and submit that data before considering or reconsidering any NDA or comparable foreign regulatory application that we may submit. Depending on the extent of these additional studies, approval of any applications that we submit may be significantly delayed or may cause the termination of such programs or may require us to expend more resources than we have available.

If any of these outcomes occur, we may not receive regulatory approval for the corresponding product candidates, and our business would not be able to generate revenue from the sale of any such product candidates.

Changes in funding for the FDA, the SEC and other government agencies could hinder their ability to hire and retain key leadership and other personnel, prevent new products and services from being developed or commercialized in a timely manner or otherwise prevent those agencies from performing normal functions on which the operation of our business may rely.*

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, workforce reductions, ability to hire and retain key personnel and accept payment of user fees, and statutory, regulatory, and policy changes. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA and the SEC, have had to furlough critical FDA, SEC and other government employees and stop critical activities. In addition, there have been significant staff reductions at the FDA and other federal agencies in 2025, which may impact the ability of the FDA to review and approve new products on targeted timelines or otherwise. If a prolonged government shutdown occurs or if the FDA experiences resource constraints, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business. Further, future government shutdowns could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

We may not be able to advance our nonclinical product candidates into clinical development and through regulatory approval and commercialization.*

Certain of our product candidates are currently in nonclinical development and are therefore currently subject to the risks associated with nonclinical development, including the risks associated with:

- generating adequate and sufficient nonclinical safety and efficacy data in a timely fashion to support the initiation of clinical trials;
- obtaining regulatory approval to commence clinical trials in any jurisdiction, including the submission and acceptance of INDs;
- contracting with the necessary parties to conduct a clinical trial;
- enrolling sufficient numbers of patients in clinical trials in timely fashion, if at all; and
- timely manufacture of sufficient quantities of the product candidate for use in clinical trials.

These risks and uncertainties impact all of our nonclinical programs that we pursue. If we are unsuccessful in advancing our nonclinical product candidates into clinical trials in a timely fashion, our business may be harmed. Even if we are successful in advancing our nonclinical product candidates into clinical development, their success will be subject to all of the clinical, regulatory and commercial risks described elsewhere in this Quarterly Report and our other filings with the SEC. Accordingly, we cannot assure you that we will be able to develop, obtain regulatory approval for, commercialize or generate significant revenue from our product candidates.

Clinical drug development involves a lengthy and expensive process with an uncertain outcome, results of earlier studies and trials may not be predictive of future trial results, and our clinical trials may fail to adequately demonstrate the safety and efficacy of our product candidates.

Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. A failure of one or more of our clinical trials can occur at any time during the clinical trial process. We do not know whether our ongoing and future clinical trials, if any, will begin on time, need to be redesigned, enroll an adequate number of patients on time or be completed on schedule, if at all. Clinical trials can be delayed, suspended or terminated for a variety of reasons, including failure to:

- generate sufficient nonclinical, toxicology, or other in vivo or in vitro data to support the initiation or continuation of clinical trials;
- obtain regulatory approval or feedback on trial design, in order to commence a trial;
- identify, recruit and train suitable clinical investigators;
- reach agreement on acceptable terms with prospective contract research organizations ("CROs") and clinical trial sites, and have such CROs and sites effect the proper and timely conduct of our clinical trials;
- obtain and maintain institutional review board ("IRB") approval at each clinical trial site;
- identify, recruit, enroll and retain suitable patients to participate in a trial;
- have a sufficient number of patients enrolled, complete a trial or return for post-treatment follow-up;
- ensure clinical investigators and clinical trial sites observe trial protocol or continue to participate in a trial;
- address any patient safety concerns that arise during the course of a trial;
- address any conflicts with new or existing laws or regulations;
- add a sufficient number of clinical trial sites;
- manufacture sufficient quantities at the required quality of product candidate for use in clinical trials; or
- raise sufficient capital to fund a trial.

Patient enrollment is a significant factor in the timing and success of clinical trials and is affected by many factors, including the size and nature of the patient population, the proximity of patients to clinical sites, the eligibility criteria for the trial, the design of the clinical trial, competing clinical trials and clinicians' and patients' or caregivers' perceptions as to the potential advantages of the drug candidate being studied in relation to other available therapies, including any new drugs or treatments that may be developed or approved for the indications we are investigating.

We may also encounter delays if a clinical trial is suspended or terminated by us, by the IRBs of the institutions in which such trials are being conducted, by the trial's data safety monitoring board, by the FDA or by the applicable foreign regulatory authorities. Such authorities may suspend or terminate one or more of our clinical trials due to a number of factors, including our failure to conduct the clinical trial in accordance with relevant regulatory requirements or clinical protocols, inspection of the clinical trial operations or trial site by the FDA or foreign regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a drug, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial.

If we experience delays in carrying out or completing any clinical trial of our product candidates, the commercial prospects of our product candidates may be harmed, and our ability to generate product revenues from any of these product candidates will be delayed.

In addition, any delays in completing our clinical trials will increase our costs, slow down our product candidate development and approval process and jeopardize our ability to commence product sales and generate revenues. Any of these occurrences may significantly harm our business and financial condition. In addition, many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates.

Jelmyto or any of our product candidates may produce undesirable side effects that we may not have detected in our previous nonclinical studies and clinical trials or that are not expected with mitomycin treatment or inconsistent with catheter administration procedures. This could prevent us from gaining marketing approval or market acceptance for these product candidates, or from maintaining such approval and acceptance, and could substantially increase commercialization costs and even force us to cease operations.

As with most pharmaceutical products, *Jelmyto* and our product candidates may be associated with side effects or adverse events that can vary in severity and frequency. Side effects or adverse events associated with the use of *Jelmyto* or any of our product candidates, including UGN-102, may be observed at any time, including in clinical trials or after a product is commercialized, and any such side effects or adverse events may negatively affect our ability to obtain regulatory approval or market our product candidates. To date, in our nonclinical testing, Compassionate Use Program for *Jelmyto*, clinical trials and post-marketing experience, we have observed several adverse events and SAEs, including ureteric obstruction, ureteral stenosis, inhibition of urine flow, rash, flank pain, kidney swelling, kidney infection, renal dysfunction, hematuria, fatigue, nausea, abdominal pain, dysuria, vomiting, urinary tract infection, urgency in urination and pain during urination. In addition, we have observed transient perturbation of laboratory measures of renal and hematopoietic function. These adverse events are known mitomycin or procedure-related adverse events and many are indicated as potential side effects of mitomycin usage on the mitomycin label. However, we cannot assure you that we will not observe additional drug or procedure-related adverse events or SAEs in the future or that the FDA will not determine them as such. Side effects such as toxicity or other safety issues associated with the use of *Jelmyto* or our product candidates could require us to perform additional studies or halt development or sale of *Jelmyto* or our product candidates or expose us to product liability lawsuits, which will harm our business.

Furthermore, as the clinical trials for UGN-102 progressed with incrementally larger study populations, and the commercial marketing of *Jelmyto* and, if approved, UGN-102, will further expand the clinical exposure of the drugs to a wider and more diverse group of patients than those participating in the clinical trials, which may identify undesirable side effects caused by these products that were not previously observed or reported.

The FDA and foreign regulatory agency regulations require that we report certain information about adverse medical events if our products may have caused or contributed to those adverse events. The timing of our obligation to report would be triggered by the date upon which we become aware of the adverse event as well as the nature and severity of the event. We may fail to report adverse events of which we become aware within the prescribed timeframe. We may also fail to appreciate that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of our products. If we fail to comply with our reporting obligations, the FDA or a foreign regulatory agency could take action including enforcing a hold on or cessation of clinical trials, withdrawal of approved drugs from the market, criminal prosecution, the imposition of civil monetary penalties or seizure of our products.

Additionally, in the event we discover the existence of adverse medical events or side effects caused by one of our products or product candidates, a number of other potentially significant negative consequences could result, including:

- our inability to submit an NDA or similar application for our product candidates because of insufficient risk-reward, or the denial of such application by the FDA or foreign regulatory authorities;
- the FDA or foreign regulatory authorities suspending or terminating our clinical trials or suspending or withdrawing their approval of the product;
- the FDA or foreign regulatory authorities requiring the addition of labeling statements, such as boxed or other warnings or contraindications or distribution and use restrictions;
- the FDA or foreign regulatory authorities requiring us to issue specific communications to healthcare professionals, such as letters alerting them to new safety information about our product, changes in dosage or other important information;
- the FDA or foreign regulatory authorities issuing negative publicity regarding the affected product, including safety communications;
- our being limited with respect to the safety-related claims that we can make in our marketing or promotional materials;
- our being required to change the way the product is administered, conduct additional nonclinical studies or clinical trials or restrict or cease the distribution or use of the product; and
- our being sued and held liable for harm caused to patients.

Any of these events could prevent us from achieving market acceptance or approval of the affected product or product candidate and could substantially increase development or commercialization costs, force us to withdraw from the market any approved product, or even force us to cease operations. We cannot assure you that we will resolve any issues related to any product-related adverse events to the satisfaction of the FDA or any regulatory agency in a timely manner or ever, which could harm our business, prospects and financial condition.

We may face future developmental and regulatory difficulties related to Jelmyto and any of our product candidates that receive marketing approval. In addition, we are subject to government regulations and we may experience delays in obtaining required regulatory approvals to market our proposed product candidates.*

With respect to our current and future product candidates, even if we complete clinical testing and receive approval of any regulatory filing for our product candidates, the FDA or applicable foreign regulatory agency may grant approval contingent on the performance of additional costly post-approval clinical trials, risk mitigation requirements and surveillance requirements to monitor the safety or efficacy of the product, which could negatively impact us by reducing revenues or increasing expenses, and cause the approved product candidate not to be commercially viable. Absence of long-term safety data may further limit the approved uses of our products, if any.

The FDA or applicable foreign regulatory agency also may approve our product candidates for a more limited indication or a narrower patient population than we originally requested or may not approve the labeling that we believe is necessary or desirable for the successful commercialization of our product candidates. Furthermore, any such approved product will remain subject to extensive regulatory requirements, including requirements relating to manufacturing, labeling, packaging, adverse event reporting, storage, advertising, promotion, distribution and recordkeeping.

If we fail to comply with the regulatory requirements of the FDA or other applicable foreign regulatory authorities, or previously unknown problems with any approved commercial products, manufacturers or manufacturing processes are discovered, we could be subject to administrative or judicially imposed sanctions or other setbacks, including the following:

- suspension or imposition of restrictions on operations, including costly new manufacturing requirements;
- regulatory agency refusal to approve pending applications or supplements to applications;
- suspension of any ongoing clinical trials;
- suspension or withdrawal of marketing approval;
- an injunction or imposition of civil or criminal penalties or monetary fines;
- seizure or detention of products;
- bans or restrictions on imports and exports;
- issuance of warning letters or untitled letters;
- suspension or imposition of restrictions on operations, including costly new manufacturing requirements; or
- refusal of regulatory authorities to approve pending applications or supplements to applications.

In addition, various aspects of our operations are subject to federal, state or local laws, rules and regulations, any of which may change from time to time. Costs arising out of any regulatory developments could be time-consuming and expensive and could divert management resources and attention and, consequently, could adversely affect our business, financial condition, cash flows and results of operations.

If we are not successful in developing, receiving regulatory approval for and commercializing our nonclinical and clinical product candidates, our ability to expand our business and achieve our strategic objectives could be impaired.*

We plan to devote a substantial portion of our resources to the continued clinical testing and potential approval and commercial launch of UGN-102 for the treatment of recurrent low-grade intermediate risk NMIBC. Another key element of our strategy is to discover, develop and commercialize a portfolio of products to serve additional therapeutic markets. We are seeking to do so through our internal research programs, but our resources are limited, and those that we have are geared towards clinical testing and seeking regulatory approval of UGN-102 and our other existing product candidates. We may also explore strategic collaborations for the development or acquisition of new products, but we may not be successful in entering into such relationships. Research programs to identify product candidates require substantial technical, financial and human resources, regardless of whether any product candidates are ultimately identified. Our research programs may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development for many reasons, including:

- the research methodology used may not be successful in identifying potential product candidates;
- competitors may develop alternatives that render our product candidates obsolete or less attractive;
- a product candidate may in a subsequent trial be shown to have harmful side effects or other characteristics that indicate it is unlikely to be effective or otherwise does not meet applicable regulatory criteria;
- a product candidate may not be capable of being produced in commercial quantities at an acceptable cost, or at all;
- a product candidate may not be accepted as safe and effective by patients, the medical community or third-party payors, if applicable; and
- intellectual property or other proprietary rights of third parties for product candidates we develop may potentially block our entry into certain markets or make such entry economically impracticable.

If we fail to develop and successfully commercialize other product candidates, our business and future prospects may be harmed, and our business will be more vulnerable to any problems that we encounter in developing and commercializing our product candidates.

We have entered into collaboration and licensing agreements and in the future may enter into collaboration and licensing arrangements with other third parties for the development or commercialization of our product candidates. If our collaboration and licensing arrangements are not successful, we may not be able to capitalize on the market potential of these product candidates.

We may utilize a variety of types of licensing, collaboration, distribution and other marketing arrangements with third parties to develop our product candidates and commercialize our approved product candidates, if any. We are not currently party to any such arrangement that we consider material. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements.

Any collaborations that we enter into may pose a number of risks, including the following:

- collaborators have significant discretion in determining the amount and timing of efforts and resources that they will apply to these collaborations;
- collaborators may not perform their obligations as expected;
- product candidates developed by collaborators may not perform sufficiently in clinical trials to be determined to be safe and effective, thereby delaying or terminating the drug approval process and reducing or eliminating milestone payments to which we would otherwise be entitled if the product candidates had successfully met their endpoints and/or received FDA approval;
- clinical trials conducted by collaborators could give rise to new safety concerns;
- collaborators may not pursue development and commercialization of our product candidates that receive marketing approval or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- a collaborator with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would divert management attention and resources, be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; and
- collaborations may be terminated for the convenience of the collaborator and, if terminated, we may need to raise additional capital to pursue further development or commercialization of the applicable product candidates.

Collaborations may not lead to development or commercialization of product candidates in the most efficient manner, or at all, and may otherwise experience challenges. For example, in August 2020, we announced that the Phase 2 APOLLO trial of BOTOX/RTGeI for the treatment of overactive bladder, which was conducted by Allergan Pharmaceuticals Limited ("Allergan"), did not meet the primary endpoint. The data suggested that this result may have been due to BOTOX not effectively permeating the urothelium. In November 2021, our arrangement with Allergan was terminated.

If any future material collaborations that we enter into do not result in the successful development and commercialization of products or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under the collaboration. If we do not receive the funding we expect under these agreements, our development of our product candidates could be delayed, and we may need additional resources to develop our product candidates. All the risks relating to product development, regulatory approval and commercialization described in this report also apply to the activities of our collaborators.

Additionally, subject to its contractual obligations to us, if a collaborator of ours were to be involved in a business combination, it might deemphasize or terminate the development or commercialization of any product candidate licensed to it by us. If one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and perception of us in the business and financial communities could be harmed.

We currently contract with third-party subcontractors and single-source suppliers for certain raw materials, compounds and components necessary to produce Jelmyto for commercial use, and to produce UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501 for nonclinical studies and clinical trials, and expect to continue to do so to support commercial scale production of UGN-102, UGN-103, UGN-104 and UGN-201, if approved, as well as any approved product that includes UGN-301 or UGN-501. There are significant risks associated with the manufacture of pharmaceutical products and contracting with contract manufacturers, including single-source suppliers. Furthermore, our existing third-party subcontractors and single-source suppliers may not be able to meet the increased need for certain raw materials, compounds and components that may result from our commercialization efforts. This increases the risk that we will not have sufficient quantities of Jelmyto, UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 or UGN-501 or be able to obtain such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.*

We currently rely on third party subcontractors and suppliers for certain compounds and components necessary to produce *Jelmyto* for commercial use and UGN-102, UGN-103, UGN-104, UGN-201, UGN-301 and UGN-501 for our nonclinical studies and clinical trials, and expect to rely on third party subcontractors and suppliers for commercial use for any of our drug candidates that receive regulatory approval. We currently depend on a single-source supplier of mitomycin API for *Jelmyto* and UGN-102. We currently rely on Cenexi-Laboratories Thissen s.a. for the mitomycin contained in *Jelmyto* and UGN-102. We depend on Isotopia Molecular Imaging Ltd. as our single contracted supplier for the hydrogel contained in *Jelmyto* and UGN-102. We also currently depend on a single-source supplier for imiquimod for UGN-201, zalifrelimab for UGN-301 and UGN-501. We have entered into a supply agreement with medac, and pending successful completion of development we will depend on medac as our supplier for the mitomycin contained in UGN-103 and UGN-104. Because there are a limited number of suppliers for the raw materials that we use to manufacture our product candidates, we may need to engage alternate suppliers to prevent a possible disruption of the manufacture of the materials necessary to produce *Jelmyto* for commercial sale and our product candidates for our clinical trials and their subsequent commercial sale, if approved. Even if we are able to engage alternate suppliers on reasonable terms, we may face delays or increased costs in our supply chain that could jeopardize the commercialization of *Jelmyto* and the development of UGN-102. We do not have any control over the availability of these compounds and components beyond our existing contractual arrangements. If we or our suppliers and manufacturers are unable to manufacture our drug components or purchase required raw materials on acceptable terms, at sufficient quality levels, or in adequate quantities, if at all, the development and commercialization of our product candidates or any future product candidates, would be delayed or there would be a shortage in supply, which would impair our ability to meet our development objectives for our product candidates or generate revenues from the sale of *Jelmyto* or any other approved products.

We expect to continue to rely on these or other subcontractors and suppliers to support our commercial requirements for *Jelmyto*, as well as UGN-102 or any of our other product candidates if approved for marketing by the FDA or foreign regulatory authorities. We plan to continue to rely on third parties for the manufacture of mitomycin API, the hydrogel contained in *Jelmyto*, UGN-102, UGN-103, UGN-104, UGN-301, and for imiquimod for UGN-201, zalifrelimab for UGN-301, and UGN-501, as well as for the raw materials, compounds and components necessary to produce our product candidates and for nonclinical studies and clinical trials.

Even though we are approved as a commercial supplier of *Jelmyto*, we have limited experience as a company in the commercial supply of drugs and may never be successful as a commercial supplier of drug products containing mitomycin. In addition, cost-overruns, unexpected delays, equipment failures, logistics breakdowns, labor shortages, natural disasters, power failures, production failures or product recalls, and numerous other factors could prevent us from realizing the intended benefits of our sales strategy and have a material adverse effect on our business. Further, although we commercially supply *Jelmyto*, further build-out is required and establishing such commercial-scale supply capabilities requires additional investment, is time-consuming and may be subject to delays, including because of shortage of labor, compliance with regulatory requirements or receipt of necessary regulatory approvals. In addition, building out our *Jelmyto* commercial supply capabilities may cost more than we currently anticipate, and delays or problems may adversely impact our ability to provide sufficient quantities of *Jelmyto* to support our commercialization of *Jelmyto* and planned future commercialization of UGN-102, if approved, as well as our financial condition.

While we currently have over 12 months of mitomycin API and/or *Jelmyto* finished product on hand to continue our commercial and clinical operations as planned, we may face such delays or costs in future years. A prolonged supply interruption of certain components could adversely affect our ability to conduct commercialization activities and planned clinical trials. If any third party in our supply or distribution chain for materials or finished product is adversely impacted by restrictions resulting from pandemics, epidemics or public health emergencies or other disruptions caused by the outbreak of war, terrorist attacks or other acts of hostility, including staffing shortages, production slowdowns and disruptions in delivery systems, our supply chain may be disrupted, limiting our ability to manufacture and distribute *Jelmyto* and planned future commercialization of UGN-102, if approved, for commercial sales and our product candidates for our clinical trials and research and development operations.

In addition, before we can begin to commercially manufacture any product candidates that receive regulatory approval in the future, whether in a third-party facility or in our own facility, once established, we must obtain regulatory approval from the FDA for our manufacturing process and facility in order to sell such products in the United States. A manufacturing authorization would also have to be obtained from the appropriate European Union regulatory authorities in order to sell such products in the European Union. In order to obtain approval, we will need to ensure that all of the processes, methods and equipment of such manufacturing facilities are compliant with cGMP, and perform extensive audits of vendors, contract laboratories and suppliers. If any vendors, contract laboratories or suppliers are found to be out of compliance with cGMP, we may experience delays or disruptions in manufacturing while we work with these third parties to remedy the violation or while we work to identify suitable replacement vendors. The cGMP requirements govern quality control of the manufacturing process and documentation policies and procedures. In complying with cGMP, we will be obligated to expend time, money and effort in production, record keeping and quality control to assure that the product meets applicable specifications and other requirements. If we fail to comply with these requirements, we would be subject to possible regulatory action and may not be permitted to sell any product candidate that we may develop.

Our continuing reliance on third party subcontractors and suppliers entails a number of risks, including reliance on the third party for regulatory compliance and quality assurance, the possible breach of the manufacturing or supply agreement by the third party, and the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us. In addition, third party subcontractors and suppliers may not be able to comply with cGMP or quality system regulation ("QSR") or similar regulatory requirements outside the United States. If any of these risks transpire, we may be unable to timely retain alternate subcontractors or suppliers on acceptable terms and with sufficient quality standards and production capacity, which may disrupt and delay our clinical trials or the manufacture and commercial sale of our in-line or investigational product candidates, if approved.

Our failure or the failure of our third-party subcontractors and suppliers to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of *Jelmyto*, UGN-102 or any of our other product candidates that we may develop. Any failure or refusal to supply or any interruption in supply of the components for *Jelmyto*, UGN-102 or any other product candidates that we may develop could delay, prevent or impair our clinical development or commercialization efforts.

We currently use single-source suppliers relative to production of the *RTGel* products, the administration supplies which are required to be used with *Jelmyto* and UGN-102, UGN-103, UGN-104, and UGN-301, if approved. We are assessing second-source suppliers regarding certain of these components and are advancing these conversations as a means to ensure both a second source and potential future reductions in cost of revenues. However, there can be no assurance that we will be able to secure any second-source suppliers for these key components on a timely basis, on favorable terms, or at all.

We rely on third party transportation to deliver materials to our facilities and ship products to our customers. Transport operators are exposed to various risks, such as extreme weather conditions, natural disasters, outbreaks of war, terrorist attacks or other acts of hostility, work stoppages, personnel shortages, and operating hazards, as well as interstate and international transportation requirements. In addition, transport operators were affected by the impact of COVID-19 and the related shipping crisis and backlog, which led to increased shipping costs and supply chain disruptions, and any future pandemics, epidemics or public health emergencies may cause similar disruptions that may impact our operations in the future.

If we experience transportation problems, or if there are other significant changes in the cost of these services, we may not be able to arrange efficient alternatives and timely means to obtain materials or ship products to our customers. Our failure to obtain such materials, ship products or maintain sufficient buffer inventory could materially and adversely impact our business, financial condition and results of operations.

We may need to enter into agreements with additional distributors or suppliers, and there is no guarantee that we will be able to do so on commercially reasonable terms or at all. If we are unable to maintain and, if needed, expand, our network of specialty distributors or suppliers, this would expose us to substantial risk in our clinical development or commercialization efforts.

International trade policies, including tariffs, sanctions and trade barriers may adversely affect our business, financial condition, results of operations and prospects.*

We operate in a global economy, and our business depends on a global supply chain for the development, manufacture, and shipment of *Jelmyto*, and for the advancement of the development of our preclinical and clinical product candidates. There is inherent risk, based on the complex relationships among the U.S. and the foreign countries in which we conduct our business, that political, diplomatic, and national security factors can lead to global trade restrictions and changes in trade policies and export regulations that may adversely affect our business and operations. The current international trade and regulatory environment is subject to significant ongoing uncertainty.

We do not own or operate manufacturing facilities for the production of *Jelmyto* or our product candidates, nor do we have plans to develop our own manufacturing operations in the foreseeable future. We currently rely on third-party contract manufacturers for all of our required raw materials, active pharmaceutical ingredients and finished product for *Jelmyto* and our nonclinical research and clinical trials, including manufacturers located in Israel, Czech Republic and Belgium. Tariff policies, particularly those affecting the raw materials we use and pharmaceutical products, could materially increase our costs. Recent and potential future changes in international trade policies, particularly regarding pharmaceutical-specific tariffs, present significant risks to our operations and financial performance.

Should our costs rise significantly due to tariffs, it would be difficult and costly to qualify alternative sources within another country with a lower tariff rate or within the United States, as developing and qualifying alternative sources may require several months to years and substantial investment and regulatory approvals, and in some cases, alternate suppliers may not be available due to the proprietary technology of the supplier (as in the case of UGN-103 and UGN-104). Moreover, the dynamic and unpredictable tariff and trade landscape creates substantial uncertainty and significant planning challenges for our operations. Changes in tariff classifications, country-of-origin requirements, or customs procedures can occur with limited notice. This uncertainty complicates our long-term investment decisions regarding manufacturing facilities, supply chain optimization, and research and development locations.

Recent policy discussions have included potential targeted tariffs or other trade measures specifically aimed at pharmaceutical products and ingredients as part of broader healthcare cost control or national security initiatives. Unlike consumer goods, pharmaceuticals face unique regulatory constraints that make rapid supply chain adjustments particularly difficult and costly.

Unlike many industries, our ability to pass increased costs to customers is limited by the structure of pharmaceutical pricing and reimbursement systems. Pricing for *Jelmyto* is established through contracts with third-party payors and reimbursement methodologies established by government programs, such as Medicare Part B. These arrangements typically include fixed pricing terms that were negotiated prior to the implementation of the recently announced or proposed tariffs. As a result, cost increases due to tariffs may be difficult or impossible to pass through to customers.

Trade restrictions affecting the import of materials necessary for clinical trials could result in delays to our development timelines. Increased development costs and extended development timelines could place us at a competitive disadvantage compared to companies operating in regions with more favorable trade relationships and could reduce investor confidence and negatively impact our business, results of operations, financial condition and growth prospects.

The complexity of announced or future tariffs may also increase the risk that we or our customers or suppliers may be subject to civil or criminal enforcement actions in the United States or foreign jurisdictions related to compliance with trade regulations. Foreign governments may also adopt non-tariff measures, such as procurement preferences or informal disincentives to engage with, purchase from or invest in entities headquartered in the United States, which may limit our ability to compete internationally. Foreign governments may also take other retaliatory actions against U.S.-headquartered entities, such as decreased intellectual property protection, increased enforcement actions, or delays in regulatory approvals, which may result in heightened international legal and operational risks. In addition, the United States and other governments have imposed and may continue to impose additional sanctions, such as trade restrictions or trade barriers, which could restrict us from doing business directly or indirectly in or with certain countries or parties and may impose additional costs and complexity to our business.

Trade disputes, tariffs, restrictions and other political tensions between the United States and other countries may also exacerbate unfavorable macroeconomic conditions including inflationary pressures, foreign exchange volatility, financial market instability, and economic recessions or downturns. The ultimate impact of current or future tariffs and trade restrictions remains uncertain and could materially and adversely affect our business, financial condition, and prospects. While we actively monitor these risks, any prolonged economic downturn or escalation in trade tensions could materially and adversely affect our business, ability to access the capital markets or other financing sources, results of operations, financial condition and prospects.

In addition, tariffs and other trade developments have and may continue to heighten the risks related to the other risk factors described elsewhere in this Quarterly Report.

Failure to obtain marketing approval in international jurisdictions would prevent our approved product, Jelmyto, and our product candidates from being marketed abroad.

In order to market and sell our products in the European Union and other jurisdictions, we or our third-party collaborators must obtain separate marketing approvals and comply with numerous and varying regulatory requirements. The approval procedure varies among countries and can involve additional testing. The time required to obtain approval may differ substantially from that required to obtain FDA approval. Regulatory approval processes outside the United States generally include all of the risks associated with obtaining FDA approval. In addition, in many countries outside the United States, it is required that the product be approved for reimbursement before the product can be commercialized in that country. We may not obtain approvals from regulatory authorities outside the United States on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one regulatory authority outside the United States does not ensure approval by regulatory authorities in other countries or jurisdictions or by the FDA. We may not be able to submit for marketing approvals and may not receive the necessary approvals to commercialize our product candidates in any particular market. Even though *Jelmyto* is approved for marketing in Israel, there can be no assurance that it will achieve the broad degree of physician adoption and use, reimbursement and market acceptance necessary for commercial success.

We rely on third parties and consultants to assist us in conducting our clinical trials for our product candidates. If these third parties or consultants do not successfully carry out their contractual duties or meet expected deadlines, we may be unable to obtain regulatory approval for or commercialize UGN-102 or any of our other product candidates.

We do not have the ability to independently conduct many of our nonclinical studies or our clinical trials. We rely on medical institutions, clinical investigators, contract laboratories, and other third parties, such as CROs, to conduct clinical trials on our product candidates. Third parties play a significant role in the conduct of our clinical trials and the subsequent collection and analysis of data. These third parties are not our employees, and except for remedies available to us under our agreements, we have limited ability to control the amount or timing of resources that any such third party will devote to our clinical trials. Due to the limited drug development for non-muscle invasive urothelial cancers over the past 15 years, neither we nor any third-party clinical investigators, CROs and/or consultants are likely to have extensive experience conducting clinical trials for the indications we are targeting. If our CROs or any other third parties upon which we rely for administration and conduct of our clinical trials do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols, regulatory requirements, or for other reasons, or if they otherwise perform in a substandard manner, our clinical trials may be extended, delayed, suspended or terminated, and we may not be able to complete development of, obtain regulatory approval for, or successfully commercialize UGN-102 or any of our other product candidates.

We and the third parties upon whom we rely are required to comply with Good Clinical Practice ("GCP") regulations, which are regulations and guidelines enforced by regulatory authorities around the world for products in clinical development. Regulatory authorities enforce these GCP regulations through periodic inspections of clinical trial sponsors, principal investigators and clinical trial sites. If we or our third parties fail to comply with applicable GCP regulations, the clinical data generated in our clinical trials may be deemed unreliable and our submission of marketing applications may be delayed, or the regulatory authorities may require us to perform additional clinical trials before approving our marketing applications. We cannot assure you that, upon inspection, a regulatory authority will determine that any of our clinical trials comply or complied with applicable GCP regulations. In addition, our clinical trials must be conducted with material produced under current GMP regulations, which are enforced by regulatory authorities. Our failure to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be impacted if our CROs, clinical investigators or other third parties violate federal or state fraud and abuse or false claims laws and regulations; healthcare privacy and security laws; and bribery and anti-corruption laws.

In order for our clinical trials to be carried out effectively and efficiently, it is imperative that our CROs and other third parties communicate and coordinate with one another. Moreover, our CROs and other third parties may also have relationships with other commercial entities, some of which may compete with us. Our CROs and other third parties may terminate their agreements with us upon as few as 30 days' notice under certain circumstances. If our CROs or other third parties conducting our clinical trials do not perform their contractual duties or obligations, experience work stoppages, do not meet expected deadlines, terminate their agreements with us or need to be replaced, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical trial protocols or GCPs, or for any other reason, we may need to conduct additional clinical trials or enter into new arrangements with alternative CROs, clinical investigators or other third parties. We may be unable to enter into arrangements with alternative CROs, clinical investigators or other third parties on commercially reasonable terms, or at all. Switching or adding CROs, clinical investigators or other third parties can involve substantial cost and require extensive management time and focus. In addition, there is a natural transition period when a new CRO commences work. As a result, delays may occur, which can impact our ability to meet our desired clinical development timelines. Although we carefully manage our relationship with our CROs, clinical investigators and other third parties, there can be no assurance that we will not encounter such challenges or delays in the future or that these delays or challenges will not have a negative impact on our business, prospects, financial condition or results of operations.

If in the future we acquire or in-license technologies or product candidates, we may incur various costs, may have integration difficulties and may experience other risks that could harm our business and results of operations.

In the future, we may acquire or in-license additional product candidates and technologies. Any product candidate or technologies we in-license or acquire will likely require additional development efforts prior to commercial sale, including extensive nonclinical or clinical testing, or both, and approval by the FDA and applicable foreign regulatory authorities, if any. All product candidates are prone to risks of failure inherent in pharmaceutical product development, including the possibility that the product candidate, or product developed based on in-licensed technology, will not be shown to be sufficiently safe and effective for approval by regulatory authorities. If intellectual property related to product candidates or technologies we in-license is not adequate, we may not be able to commercialize the affected products even after expending resources on their development. In addition, we may not be able to economically manufacture or successfully commercialize any product candidate that we develop based on acquired or in-licensed technology that is granted regulatory approval, and such products may not gain wide acceptance or be competitive in the marketplace. Moreover, integrating any newly acquired or in-licensed product candidates could be expensive and time-consuming. If we cannot effectively manage these aspects of our business strategy, our business may be materially harmed.

We will need to continue to increase the size of our organization. If we fail to manage our growth effectively, our business could be disrupted.*

As of March 31, 2025, we had 234 employees, of whom 40 are based in Israel and 194 are based in the United States. We will need to continue to expand our development, quality, managerial, operational, finance, marketing, sales and other resources to manage our operations and clinical trials, continue our development activities and commercialize our product candidates, if approved. Our management, personnel, systems and facilities currently in place may not be adequate to support this future growth. Our need to effectively execute our expansion strategy requires that we:

- manage our clinical trials effectively;
- identify, recruit, retain, incentivize and integrate additional employees;
- manage our internal development efforts effectively while carrying out our contractual obligations to third parties; and
- continue to improve our operational, financial and management controls, reporting systems and procedures.

As we continue to grow as an organization, including by expanding our development efforts and building out and developing our commercial capabilities to support our commercialization of *Jelmyto* and pre-commercialization efforts for UGN-102, we will evaluate, and may implement, changes to our organization that may be appropriate in order to properly manage and direct our growth and transformation into a commercial-stage company. Due to our limited financial resources and our limited experience in managing a larger company, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage expansion or other significant changes to our organization could delay the execution of our development, commercialization and strategic objectives or disrupt our operations; and if we are not successful in commercializing our approved product or any of our product candidates that may receive regulatory approval, either on our own or through collaborations with one or more third parties, our revenues will suffer, and we would incur significant additional losses.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of any of our other products we develop.

We face an inherent risk of product liability as a result of the clinical testing of our product candidates and face or will face an even greater risk with the commercialization of *Jelmyto* and any investigational product candidates that receive marketing approval. For example, we may be sued if any product we develop or market allegedly causes injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability and a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our products. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for *Jelmyto* and our investigational product candidates we develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants or cancellation of clinical trials;
- costs to defend the related litigation, which may be only partially recoverable even in the event of successful defenses;
- a diversion of management's time and our resources;
- substantial monetary awards to trial participants or patients;
- regulatory investigations, product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenues;
- exhaustion of any available insurance and our capital resources; and
- the inability to commercialize any product we develop.

Our inability to obtain and maintain sufficient product liability insurance at an acceptable cost and scope of coverage to protect against potential product liability claims could prevent or inhibit the commercialization of products we may develop. We currently carry general clinical trial product liability insurance in an amount that we believe is adequate to cover the scope of our ongoing clinical programs as well as coverage to include the commercialization of *Jelmyto*. Although we maintain such insurance, any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. Our insurance policies also have various exclusions and deductibles, and we may be subject to a product liability claim for which we have no coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts. Moreover, in the future, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses. In addition, if and when we obtain approval for marketing UGN-102 or any other product candidate, we intend to further expand our insurance coverage to include the commercialization of UGN-102 or any other approved product; however, we may be unable to obtain this additional liability insurance on commercially reasonable terms.

If we fail to attract and keep senior management and key personnel, we may be unable to successfully develop our product candidates, conduct our clinical trials and commercialize any of the products we develop.*

Our success depends in part on our continued ability to attract, retain and motivate highly qualified management, clinical, scientific and other personnel. We believe that our future success is highly dependent upon the contributions of members of our senior management, as well as our senior scientists and other members of our management team. The loss of services of any of these individuals could delay or prevent the successful development of our product pipeline, completion of our planned clinical trials or the commercialization of our product candidates.

Although we have not historically experienced unique difficulties in attracting and retaining qualified employees, we could experience such problems in the future. For example, competition for qualified personnel in the pharmaceutical field is intense due to the limited number of individuals who possess the skills and experience required by our industry. We will need to hire additional personnel as we expand our clinical development and commercial activities. We may not be able to attract and retain quality personnel on acceptable terms, or at all. In addition, to the extent we hire personnel from competitors, we may be subject to allegations that they have been improperly solicited or that they have divulged proprietary or other confidential information, or that their former employers own their research output. Similarly, our ability to hire and retain field representatives may be impacted by non-competition and non-solicitation obligations owed to former employers.

If our information technology systems or data, or those of third parties with whom we work, are or were compromised, this could result in adverse consequences resulting from such compromise including, but not limited to, regulatory investigations or actions; litigation; fines and penalties; a material disruption of our drug development program; compromise of sensitive information related to our business; harm to our reputation; triggering our breach notification obligations; preventing us from accessing critical information; disruptions of our business operations; loss of revenue or profits; loss of customers or sales; and expose us to liability or other adverse effects to our business.*

In the ordinary course of our business, we, and the third parties with whom we work, process proprietary, confidential and sensitive information, including personal data (such as health information), intellectual property, trade secrets, and proprietary business information owned or controlled by ourselves or other parties (collectively, "Sensitive Information").

We, our CROs and other contractors, consultants, third-party vendors, and other third parties with whom we work depend on information technology, telecommunication systems and data processing for significant elements of our operations, including, for example, systems handling human resources, financial reporting and controls, regulatory compliance and other infrastructure operations. Cyber-attacks, malicious internet-based activity, online and offline fraud, and other similar activities threaten the confidentiality, integrity, and availability of our Sensitive Information and information technology systems, and those of the third parties with whom we work. Such threats are prevalent and continue to rise, are increasingly difficult to detect, and come from a variety of sources, including traditional computer "hackers," threat actors, "hacktivists," organized criminal threat actors, personnel (such as through theft or misuse), sophisticated nation states, and nation-state-supported actors.

Some actors now engage and are expected to continue to engage in cyber-attacks, including, without limitation, nation-state actors for geopolitical reasons and in conjunction with military conflicts and defense activities. During times of war and other major conflicts, we, the third parties with whom we work, may be vulnerable to a heightened risk of these attacks, including retaliatory cyber-attacks, that could materially disrupt our systems and operations, supply chain, and ability to produce, sell and distribute our goods and services. For example, we have operations and third parties with whom we work to support our business located in regions experiencing (or expected to experience) geopolitical or other conflicts, including in the Middle East, where businesses have experienced an increase in cyberattacks in relation to the Israel-Hamas conflict. We and the third parties with whom we work are subject to a variety of evolving threats, including, but not limited to, social-engineering attacks (including through deep fakes, which may be increasingly more difficult to identify as fake, and phishing attacks), malicious code (such as viruses and worms), malware (including as a result of advanced persistent threat intrusions), denial-of-service attacks, credential stuffing attacks, credential harvesting, personnel misconduct or error, ransomware attacks, supply-chain attacks, software bugs, server malfunctions, software or hardware failures, loss of data or other information technology assets, adware, telecommunications failures, earthquakes, fires, floods, attacks enhanced or facilitated by generative artificial intelligence ("AI"), and other similar threats. It may be difficult and/or costly to detect, investigate, mitigate, contain, and remediate a security incident. Our efforts to do so may not be successful. Actions taken by us or the third parties with whom we work to detect, investigate, mitigate, contain, and remediate a security incident could result in outages, data losses, and disruptions of our business. Threat actors may also gain access to other networks and systems after a compromise of our networks and systems. For example, threat actors may use an initial compromise of one part of our environment to gain access to other parts of our environment, or leverage a compromise of our networks or systems to gain access to the networks or systems of third parties with whom we work, such as through phishing or supply chain attacks.

In particular, ransomware attacks are becoming increasingly prevalent and severe and can lead to significant interruptions, delays, or outages in our operations, disruption of clinical trials, loss of data (including data related to clinical trials), loss of income, significant extra expenses to restore data or systems, reputational loss and the diversion of funds. To alleviate the financial, operational and reputational impact of a ransomware attack, ransomware attack victims may prefer to make extortion payments, but if we were to be a victim of such an attack, we may be unwilling or unable to do so (including, for example, if applicable laws or regulations prohibit such payments). Similarly, supply chain attacks have increased in frequency and severity, and we cannot guarantee that third parties and infrastructure in our supply chain have not been compromised or that they do not contain exploitable defects or bugs that could result in a breach or disruption of our systems and networks or the systems or networks of third parties that support us. Remote work has increased risks to our information technology systems and data, as more of our employees utilize network connections, computers and devices outside our premises or network, including working at home, while in transit and in public locations. Additionally, future or past business transactions (such as acquisitions or integrations) could expose us to additional cybersecurity risks and vulnerabilities, as our systems could be negatively affected by vulnerabilities present in acquired or integrated entities' systems and technologies. Furthermore, we may discover security issues that were not found during due diligence of such acquired or integrated entities, and it may be difficult to integrate companies into our information technology environment and security program.

We utilize third-parties to operate critical business systems to process Sensitive Information in a variety of contexts, including, without limitation, cloud-based infrastructure, data center facilities, encryption and authentication technology, employee email, content delivery to customers, and other functions. Our ability to monitor these third parties' information security practices is limited, and these third parties may not have adequate information security measures in place. If our third-party service providers experience a security incident or other interruption, we could experience adverse consequences. While we may be entitled to damages if our third-party service providers fail to satisfy their privacy or security-related obligations to us, any award may be insufficient to cover our damages, or we may be unable to recover such award.

While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. We take steps to detect and remediate vulnerabilities in our information systems (such as our hardware and/or software, including that of certain third parties with whom we work), but we may be unable to detect and remediate all vulnerabilities on a timely basis in our information technology systems because such threats and techniques used to exploit the vulnerability change frequently and are often sophisticated in nature. Despite our efforts to identify and address vulnerabilities, if any, in our information technology systems, our efforts may not be successful. Further, we may experience delays in developing and deploying remedial measures designed to address any such identified vulnerabilities. Therefore, such vulnerabilities could be exploited and result in a security incident, which may not be detected until after the incident has occurred.

Any of the previously identified or similar threats could cause a security incident or other interruption that could result in unauthorized, unlawful, or accidental acquisition, modification, destruction, loss, alteration, encryption, disclosure of, or access to our Sensitive Information or our information technology systems, or those of the third parties upon whom we rely. A security incident or other interruption could disrupt our ability (and that of third parties with whom we work) to operate our business. Additionally, our Sensitive Information could be leaked, disclosed, or revealed as a result of or in connection with our employees', personnel's, or vendors' use of generative AI technologies.

We may expend significant resources or modify our business activities (including our clinical trial activities) to try to protect against security incidents. Certain data privacy and security obligations have required us to implement and maintain specific security measures or industry-standard or reasonable security measures to protect our information technology systems and Sensitive Information.

Additionally, applicable data privacy and security obligations and public company disclosure obligations may require us, or we may voluntarily choose, to notify relevant stakeholders, including affected individuals, regulators and investors, of certain security incidents, or to take other actions, such as providing credit monitoring and identity theft protection services. Most jurisdictions have enacted laws requiring companies to notify individuals, regulatory authorities, and others of security incidents involving certain types of data. In addition, our agreements with collaborators may require us to notify them in the event of a security incident. Such disclosures and related actions can be costly, and the disclosure or the failure to comply with such applicable requirements could lead to adverse consequences. These consequences may include: government enforcement actions (for example, investigations, fines, penalties, audits, and inspections); additional reporting requirements and/or oversight; restrictions on processing Sensitive Information (including personal data); litigation (including class claims); indemnification obligations; negative publicity; reputational harm; monetary fund diversions; diversion of management attention; interruptions in our operations (including availability of data); financial loss; and other similar harms. For example, failures or significant downtime of our information technology or telecommunication systems or those used by our third-party service providers could cause significant interruptions in our operations and adversely impact the confidentiality, integrity and availability of Sensitive Information, including preventing us from conducting clinical trials, tests or research and development activities and preventing us from managing the administrative aspects of our business. In addition, the loss of clinical trial data from completed, ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security incident results in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development of our product candidates could be delayed. If the information technology systems of our third-party vendors and other contractors become subject to disruptions or security incidents, we may have insufficient recourse against such third parties and may have to expend significant resources to mitigate the impact of such an event, and to develop and implement protections to prevent future events of this nature from occurring. In addition, whether a security incident is reportable to our investors may not be straightforward, may take considerable time to determine, and may be subject to change as the investigation of the incident progresses, including changes that may significantly alter any initial disclosure we provide. Moreover, experiencing a material security incident and any mandatory disclosures could lead to negative publicity, loss of investor, customer or partner confidence in the effectiveness of our cybersecurity measures, diversion of management's attention, governmental investigations, lawsuits, and the expenditure of significant capital and other resources.

Our contracts may not contain limitations of liability, and even where they do, there can be no assurance that limitations of liability in our contracts are sufficient to protect us from liabilities, damages, or claims related to our data privacy and security obligations. We cannot be sure that our insurance coverage will be adequate or sufficient to protect us from or to mitigate liabilities arising out of our privacy and security practices, that such coverage will continue to be available on commercially reasonable terms or at all, or that such coverage will pay future claims.

Under applicable employment laws, we may not be able to enforce covenants not to compete.*

We generally enter into non-competition agreements as part of our employment agreements with our employees. These agreements generally prohibit our employees, if they cease working for us, from competing directly with us or working for our competitors or customers for a limited period. We may be unable to enforce these agreements under the laws of the jurisdictions in which our employees work, and it may be difficult for us to restrict our competitors from benefitting from the expertise our former employees or consultants developed while working for us.

For example, Israeli labor courts have required employers seeking to enforce non-compete undertakings of a former employee to demonstrate that the competitive activities of the former employee will harm one of a limited number of material interests of the employer which have been recognized by the courts as justification for the enforcement of non-compete undertakings, such as the protection of a company's trade secrets or other intellectual property.

Additionally, on July 9, 2021, former President Biden signed an executive order encouraging the Federal Trade Commission ("FTC") to curtail unfair use of non-compete agreements and other agreements that may unfairly limit worker mobility. While we cannot predict how the initiatives set forth in the executive order will be implemented or, as a result, the impact that the executive order will have on our operations, there is now increased uncertainty regarding the long-term enforceability of our non-compete agreements. In January 2023, the FTC proposed a rule that, if enacted, would prohibit employers from entering into non-compete clauses with workers and require employers to rescind existing non-complete clauses. Moreover, the law governing non-compete agreements and other forms of restrictive covenants varies from state to state within the U.S. and some states are reluctant to strictly enforce non-compete agreements.

Our employees, independent contractors, clinical investigators, CROs, consultants and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements and insider trading.

We are exposed to the risk that our employees, independent contractors, clinical investigators, CROs, consultants and vendors may engage in fraudulent conduct or other illegal activity. Misconduct by these parties could include intentional, reckless and/or negligent conduct, breach of contract or other unauthorized activities that violate: FDA regulations, including those laws requiring the reporting of true, complete and accurate information to the FDA; manufacturing standards; federal, state and foreign healthcare fraud and abuse laws; buying or selling of

our ordinary shares while in possession of material non-public information; or laws that require the reporting of financial information or data accurately.

Specifically, research, sales, marketing, education and other business arrangements in the healthcare industry are subject to extensive laws intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive and other business arrangements. Activities subject to these laws also include the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation. We have adopted a Corporate Code of Ethics and Conduct and a Compliance Program, but it is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws. If any such actions are instituted against us, even if we are successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business. Violations of such laws could subject us to numerous penalties, including, but not limited to, the imposition of significant civil, criminal and administrative penalties, damages, monetary fines, disgorgement, imprisonment, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Most states also have statutes or regulations similar to these laws, which may apply to items such as pharmaceutical products and services reimbursed by private insurers. We and/or our future partners may be subject to administrative, civil and criminal sanctions for violations of any of these laws. Pharmaceutical and other healthcare companies have been prosecuted under these laws for a variety of promotional and marketing activities, such as: providing free trips, free goods, improper consulting fees and grants and other monetary benefits to prescribers; reporting to pricing services inflated average wholesale prices that were then used by federal programs to set reimbursement rates; engaging in off-label promotion; and submitting inflated best price information to the Medicaid Rebate Program to reduce liability for Medicaid rebates. Ensuring that our internal operations and future business arrangements with third parties comply with applicable healthcare laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices do not comply with current or future statutes, regulations, agency guidance or case law involving applicable fraud and abuse or other healthcare laws and regulations, which could have a significant impact on the conduct of our business.

Our business involves the use of hazardous materials and we and our third-party manufacturers and suppliers must comply with environmental laws and regulations, which can be expensive and restrict how we do business.

Our research and development activities and our third-party subcontractors' and suppliers' activities involve the controlled storage, use, transportation and disposal of hazardous materials owned by us, including mitomycin, key components of our product candidates, and other hazardous compounds. We and our manufacturers and suppliers are subject to laws and regulations governing the use, manufacture, storage, handling and disposal of these hazardous materials. Despite our efforts, we cannot eliminate the risk of contamination. This could cause an interruption of our commercialization efforts and business operations, environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products. Although we believe that the safety procedures utilized by us and our subcontractors and suppliers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. In such an event, we may be held liable for any resulting damages and such liability could exceed our resources and state or federal or other applicable authorities may curtail our use of certain materials and interrupt our business operations.

Furthermore, environmental laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance.

Exchange rate fluctuations between the U.S. Dollar and the New Israeli Shekel may negatively affect our earnings.

The U.S. dollar is our functional and reporting currency. However, a significant portion of our operating expenses are incurred in NIS, which is the lawful currency of the State of Israel. As a result, we are exposed to the risks that the NIS may appreciate relative to the dollar, or, if the NIS instead devalues relative to the dollar, that the inflation rate in Israel may exceed such rate of devaluation of the NIS, or that the timing of such devaluation may lag behind inflation in Israel. In any such event, the dollar cost of our operations in Israel would increase and our dollar-denominated results of operations would be adversely affected. For example, the dollar appreciated against the NIS during 2024 by a total of 1.2%. We cannot predict any future trends in the rate of inflation in Israel or the rate of devaluation (if any) of the NIS against the dollar. If the dollar cost of our operations in Israel increases, our dollar-measured results of operations will be adversely affected.

Our business could be adversely affected by the effects of health pandemics, epidemics or other public health emergencies.

A pandemic, epidemic or other public health emergencies pose the risk that we or our employees, contractors, suppliers, customers, and other partners may be prevented from conducting certain business activities for an indefinite period of time, including due to spread of the disease within these groups or due to shutdowns that may be requested or mandated by governmental authorities. For example, COVID-19 and mitigation measures to slow its spread had an adverse impact on global economic conditions. While it is not possible at this time to estimate the impact that any such pandemic, epidemic or other public health emergency could have on our business, if such an event were to occur, it could have an adverse impact on global economic conditions which could have an adverse effect on our business and financial condition, including impairing our ability to raise capital when needed. The measures that may be taken by various governments in response to a pandemic, epidemic or other public health emergency could disrupt the supply chain of material needed for our product candidates and our approved product, *Jelmyto*, interrupt healthcare services, delay coverage decisions from Medicare and third party payors, delay ongoing and planned clinical trials involving our product candidates, curtail access to hospitals, surgery centers, clinics, healthcare providers and pharmacies by our sales force and have a material adverse effect on our business, financial condition and results of operations.

To the extent any future pandemics, epidemics or public health emergencies adversely affect our business and financial results, it may also have the effect of heightening many of the other risks described in the “Risk Factors” section of this report.

Certain of our clinical trials and other significant operations (including our Israeli corporate offices and contract manufacturers) are located outside of the United States and, therefore, our results may be adversely affected by geopolitical, economic and military instability.

Certain of our clinical trials operate outside the U.S. and certain of our research and development facilities and key vendors and suppliers are located in Israel. If any of these current or future trials or the related facilities or our vendors' and suppliers' facilities in Israel were to be damaged, destroyed or otherwise unable to operate, whether due to war, acts of hostility, earthquakes, fire, floods, hurricanes, storms, tornadoes, other natural disasters, employee malfeasance, terrorist acts, pandemics, power outages or otherwise, or if performance of our clinical trials are disrupted for any other reason, such an event could cause significant development and product delays. If we experience delays in achieving our development objectives within a timeframe that meets our prospective customers' expectations, our business, prospects, financial results and reputation could be harmed.

Geopolitical, economic and military conditions around the world may directly affect our business. Any hostilities involving any of the countries in which we operate, including terrorist activities, political instability or violence in the region or the interruption or curtailment of trade or transport between such country and its trading partners could adversely affect our operations and results of operations and adversely affect the market price of our ordinary shares.

Our business activities may be subject to the FCPA and similar anti-bribery and anti-corruption laws of other countries in which we operate, as well as U.S. and certain foreign export controls, trade sanctions, and import laws and regulations. Compliance with these legal requirements could limit our ability to compete in foreign markets and subject us to liability if we violate them.

We currently dedicate certain resources to comply with numerous laws and regulations in each jurisdiction in which we operate outside of the United States. Our business activities in these foreign countries may be subject to the FCPA and similar anti-bribery or anti-corruption laws, regulations or rules of other countries in which we operate.

The FCPA generally prohibits companies and their employees and third-party intermediaries from offering, promising, giving or authorizing the provision of anything of value, either directly or indirectly, to a non-U.S. government official in order to influence official action or otherwise obtain or retain business. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls. Our business is heavily regulated and therefore involves significant interaction with public officials, including officials of non-U.S. governments. Additionally, in many other countries, hospitals owned and operated by the government, and doctors and other hospital employees would be considered foreign officials under the FCPA. Recently the SEC and U.S. Department of Justice have increased their FCPA enforcement activities with respect to biotechnology and pharmaceutical companies. There is no certainty that all of our employees, agents or contractors, or those of our affiliates, will comply with all applicable laws and regulations, particularly given the high level of complexity of these laws. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers or our employees, disgorgement, and other sanctions and remedial measures, and prohibitions on the conduct of our business. Any such violations could include prohibitions on our ability to offer our product in one or more countries and could materially damage our reputation, our brand, our international activities, and our ability to attract and retain employees and our business.

In addition, our product and activities may be subject to U.S. and foreign export controls, trade sanctions and import laws and regulations. Governmental regulation of the import or export of our product, or our failure to obtain any required import or export authorization for our product, when applicable, could harm our international sales and adversely affect our revenue. Compliance with applicable regulatory requirements regarding the export of our product may create delays in the introduction of our product in international markets or, in some cases, prevent the export of our product to some countries altogether. Furthermore, U.S. export control laws and economic sanctions prohibit the shipment of certain products and services to countries, governments, and persons targeted by U.S. sanctions. If we fail to comply with export and import regulations and such economic sanctions, penalties could be imposed, including fines and/or denial of certain export privileges. Moreover, any new export or import restrictions, new legislation or shifting approaches in the enforcement or scope of existing regulations, or in the countries, persons, or product targeted by such regulations, could result in decreased use of our product by, or in our decreased ability to export our product to existing or potential customers with international operations. Any decreased use of our product or limitation on our ability to export or sell access to our product would likely significantly harm our business, financial condition, results of operations and prospects.

Risks Related to Our Intellectual Property

If our efforts to obtain, protect or enforce our patents and other intellectual property rights related to Jelmyto, our product candidates and technologies are not adequate, we may not be able to compete effectively, and we otherwise may be harmed.*

Our commercial success depends in part upon our ability to obtain and maintain patent protection and utilize trade secret protection for our proprietary technologies, our products and their uses, as well as our ability to operate without infringing upon the proprietary rights of others. We rely upon a combination of patents, trade secret protection and confidentiality agreements, assignment of invention agreements and other contractual arrangements to protect the intellectual property related to hydrogel-based pharmaceutical compositions for optimal delivery of a drug in internal cavities such as the bladder, the method for treating cancer, in particular urothelial and bladder cancer using hydrogel-based compositions, the method for treating overactive bladder topically without the need for injections, including an in-dwelling ureter catheter system for optimal delivery of a drug into the renal cavity.

We seek patent protection for our product candidates, and we hold a broad collection of intellectual property comprised of issued patents, in-licensed patents, pending patent applications, trade secrets and trademarks covering our proprietary *RTGel* technology, the pharmaceutical compositions, methods of use and manufacturing aspects of our product candidates. In the United States, we currently own, co-own or exclusively license 33 patents that are directed to protect our approved product, *Jelmyto* and our lead product candidate, UGN-102, as well as UGN-103 and UGN-104, our proprietary *RTGel* technology, local compositions comprising different active ingredients, including, inter alia, compositions comprising a Botulinum Toxin, UGN-201, the use of UGN-201 and UGN-301, UGN-501 and our future product candidates that are under company research. These IP rights relate to certain aspects of cancer treatment. These issued patents are set to expire between 2025 and 2043. In total, our IP portfolio includes 49 granted patents worldwide, and more than 45 pending patent applications filed in the U.S., Europe, Israel, Japan, Canada, China, Australia and Korea that are directed to cover various methods, systems and compositions for treating cancer locally, by intravesical means, utilize various active ingredients and the combinations thereof. These patent applications, if issued, are set to expire between 2031 and 2043.

Limitations on the scope of our intellectual property rights may limit our ability to prevent third parties from designing around such rights and competing against us. For example, our patents do not claim a new compound. Rather, the active pharmaceutical ingredients of our products are known compounds, and our patents and pending patent applications are directed inter alia to novel formulations and combination of these known compounds with our proprietary *RTGel* technology. Accordingly, other parties may compete with us, for example, by independently developing or obtaining competing topical formulations that design around our patent claims, but which may contain the same active ingredients, or by seeking to invalidate our patents. Any disclosure of or misappropriation by third parties of our confidential proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, eroding our competitive position in the market.

We will not necessarily seek to protect our intellectual property rights in all jurisdictions throughout the world and we may not be able to adequately enforce our intellectual property rights even in the jurisdictions where we seek protection.

One or more of the patent applications that we filed or license may fail to result in granted patents in the United States or foreign jurisdictions, or, if granted, may fail to prevent a potential infringer from marketing its product or be deemed invalid and unenforceable by a court. Competitors in the field of reverse thermal gel therapies have created a substantial amount of scientific publications, patents and patent applications and other materials relating to their technologies. Our ability to obtain and maintain valid and enforceable patents depends on various factors, including interpretation of our technology and the prior art and whether the differences between them allow our technology to be patentable. Patent applications and granted patents are complex, lengthy and highly technical documents that are often prepared under limited time constraints and may not be free from errors that make their interpretation uncertain. The existence of errors in a patent application may have an adverse effect on the patent, its scope and its enforceability. Our pending patent applications may not issue, and the scope of the claims of patent applications that do issue may be too narrow to adequately protect our competitive advantage. Also, our granted patents may be subject to challenges or narrowly construed and may not provide adequate protection.

We may be subject to claims that we infringe, misappropriate or otherwise violate the intellectual property rights of third parties.

Even if our patents do successfully issue, third parties may challenge the validity, enforceability or scope of such granted patents or any other granted patents we own or license, which may result in such patents being narrowed, invalidated or held unenforceable. For example, patents granted by the European Patent Office may be opposed by any person within nine months from the publication of their grant. Also, patents granted by the USPTO may be subject to reexamination and other challenges.

Pharmaceutical patents and patent applications involve highly complex legal and factual questions, which, if determined adversely to us, could negatively impact our patent position. There is significant litigation activity in the pharmaceutical industry regarding patent and other intellectual property rights. Such litigation could result in substantial costs and be a distraction to management and other employees.

The patent positions of biotechnology and pharmaceutical companies can be highly uncertain and involve complex legal and factual questions. The interpretation and breadth of claims allowed in some patents covering pharmaceutical compositions may be uncertain and difficult to determine and are often affected materially by the facts and circumstances that pertain to the patented compositions and the related patent claims. Furthermore, even if they are not challenged, our patents and patent applications may not adequately protect our intellectual property or prevent others from designing around our claims. To meet such challenges, which are part of the risks and uncertainties of developing and marketing product candidates, we may need to evaluate third party intellectual property rights and, if appropriate, to seek licenses for such third party intellectual property or to challenge such third party intellectual property, which may be costly and may or may not be successful, which could also have an adverse effect on the commercial potential for *Jelmyto*, UGN-102 and any of our other product candidates.

We may receive only limited protection, or no protection, from our issued patents and patent applications.*

There can be no assurance that any pending patent application will be granted. The term of individual patents depends upon the legal term of the patents in the countries in which they are obtained.

The patent application process, also known as patent prosecution, is expensive and time consuming, and we or any future licensors and licensees may not be able to prepare, file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we or any future licensors or licensees will fail to identify patentable aspects of inventions made in the course of development and commercialization activities before it is too late to obtain patent protection on them. Therefore, these and any of our patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business. It is possible that defects of form in the preparation or filing of our patents or patent applications may exist, or may arise in the future, for example with respect to proper priority claims, inventorship, etc., although we are unaware of any such defects that we believe are of material import. If we or any future licensors or licensees fail to establish, maintain or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If any future licensors or licensees are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, such patent rights could be compromised. If there are material defects in the form or preparation of our patents or patent applications, such patents or applications may be invalid and unenforceable. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

The strength of patents in the pharmaceutical field involves complex legal and scientific questions and can be uncertain. This uncertainty includes changes to patent laws through either legislative action to change statutory patent law or court action that may reinterpret existing laws in ways affecting the scope or validity of issued patents. The patent applications that we own or in-license may fail to result in issued patents in the United States or foreign countries. Even if patents do successfully issue from the patent applications that we own or in-license, third parties may challenge the validity, enforceability or scope of such patents, which may result in such patents being narrowed, invalidated or held unenforceable. For example, patents granted by the European Patent Office may be challenged, also known as opposed, by any person within nine months from the publication of their grant. Any successful challenge to our patents could deprive us of exclusive rights necessary for the successful commercialization of our product candidates. Furthermore, even if they are unchallenged, our patents may not adequately protect our product candidates, provide exclusivity for our product candidates, or prevent others from designing around our claims. If the breadth or strength of protection provided by the patents we hold or pursue with respect to our product candidates is challenged, it could dissuade companies from collaborating with us to develop or threaten our ability to commercialize our product candidates.

Patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after it is filed. Various extensions may be available; however, the life of a patent, and the protection it affords, is limited. Without patent protection for *Jelmyto* or our product candidates, we may be open to competition from generic versions thereof. We received a Paragraph IV Certification Notice Letter from Teva in February 2024, providing notification that Teva has submitted an ANDA to the FDA seeking approval to manufacture, use or sell a generic version of *Jelmyto*. In the Notice Letter, Teva alleges that two of the patents listed in the FDA Orange Book for *Jelmyto*, U.S. Patent Numbers 9,040,074 and 9,950,069, each of which expires in January 2031, are invalid, unenforceable, or will not be infringed by Teva's manufacture, use, or sale of the generic product described in its ANDA submission. See Part II, Item 1. "Legal Proceedings" for additional discussion. If we are unable to maintain patent protection for *Jelmyto*, *Jelmyto* will be subject to immediate competition from generic entrants after regulatory exclusivity expires in April 2027. Further, if we encounter delays in our development efforts, including our clinical trials, the period of time during which we could market our product candidates under patent protection would be reduced.

A considerable number of our patents and patent applications are entitled to effective filing dates prior to March 16, 2013. For U.S. patent applications in which patent claims are entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third party, for example a competitor, or instituted by the USPTO to determine who was the first to invent any of the subject matter covered by those patent claims. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our participation in an interference proceeding may fail and, even if successful, may result in substantial costs and distract our management.

Our trade secrets may not have sufficient intellectual property protection.

In addition to the protection afforded by patents, we also rely on trade secret protection to protect proprietary know-how that may not be patentable or that we elect not to patent, processes for which patents may be difficult to obtain or enforce, and any other elements of our product candidates, and our product development processes (such as manufacturing and formulation technologies) that involve proprietary know-how, information or technology that is not covered by patents. However, trade secrets can be difficult to protect. If the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating any trade secrets. Misappropriation or unauthorized disclosure of our trade secrets could significantly affect our competitive position and may have an adverse effect on our business. Furthermore, trade secret protection does not prevent competitors from independently developing substantially equivalent information and techniques and we cannot guarantee that our competitors will not independently develop substantially equivalent information and techniques. The FDA, as part of its Transparency Initiative, is currently considering whether to make additional information publicly available on a routine basis, including information that we may consider to be trade secrets or other proprietary information, and it is not clear at the present time how the FDA's disclosure policies may change in the future, if at all.

In an effort to protect our trade secrets and other confidential information, we require our employees, consultants, advisors, and any other third parties that have access to our proprietary know-how, information or technology, for example, third parties involved in the formulation and manufacture of our product candidates, and third parties involved in our clinical trials to execute confidentiality agreements upon the commencement of their relationships with us. These agreements require that all confidential information developed by the individual or made known to the individual by us during the course of the individual's relationship with us is kept confidential and not disclosed to third parties. However, we cannot be certain that our trade secrets and other confidential proprietary information will not be disclosed despite having such confidentiality agreements. Adequate remedies may not exist in the event of unauthorized use or disclosure of our trade secrets. In addition, in some situations, these confidentiality agreements may conflict with, or be subject to, the rights of third parties with whom our employees, consultants, or advisors have previous employment or consulting relationships. To the extent that our employees, consultants or contractors use any intellectual property owned by third parties in their work for us, disputes may arise as to the rights in any related or resulting know-how and inventions. If we are unable to prevent unauthorized material disclosure of our trade secrets to third parties, we may not be able to establish or maintain a competitive advantage in our market, which could harm our business, operating results and financial condition.

Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our products.

As is the case with other pharmaceutical companies, our success is heavily dependent on intellectual property, particularly on obtaining and enforcing patents. Obtaining and enforcing patents in the pharmaceutical industry involves both technological and legal complexity, and therefore, is costly, time-consuming and inherently uncertain. In addition, the United States has recently enacted and is currently implementing wide-ranging patent reform legislation. Further, recent U.S. Supreme Court rulings have either narrowed the scope of patent protection available in certain circumstances or weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained.

For our U.S. patent applications containing a claim not entitled to priority before March 16, 2013, there is a greater level of uncertainty in the patent law. In September 2011, the Leahy-Smith America Invents Act, or the America Invents Act ("AIA"), was signed into law. The AIA includes a number of significant changes to U.S. patent law, including provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. The USPTO is currently developing regulations and procedures to govern administration of the AIA, and many of the substantive changes to patent law associated with the AIA. It is not clear what other, if any, impact the AIA will have on the operation of our business. Moreover, the AIA and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could harm our business and financial condition.

An important change introduced by the AIA is that, as of March 16, 2013, the United States transitioned to a "first-to-file" system for deciding which party should be granted a patent when two or more patent applications are filed by different parties claiming the same invention. A third party that files a patent application in the USPTO after that date but before us could therefore be awarded a patent covering an invention of ours even if we had made the invention before it was made by the third party. This will require us to be cognizant going forward of the time from invention to filing of a patent application. Furthermore, our ability to obtain and maintain valid and enforceable patents depends on whether the differences between our technology and the prior art allow our technology to be patentable over the prior art. Since patent applications in the United States and most other countries are confidential for a period of time after filing, we cannot be certain that we were the first to either (i) file any patent application related to our product candidates or (ii) invent any of the inventions claimed in our patents or patent applications.

Among some of the other changes introduced by the AIA are changes that limit where a patentee may file a patent infringement suit and provide opportunities for third parties to challenge any issued patent in the USPTO. This applies to all of our U.S. patents, even those issued before March 16, 2013. Because of a lower evidentiary standard in USPTO proceedings compared to the evidentiary standard in a United States federal court necessary to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if first presented in a district court action. Accordingly, a third party may attempt to use the USPTO procedures to invalidate our patent claims that would not have been invalidated if first challenged by the third party as a defendant in a district court action.

Depending on decisions by the U.S. Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future.

Obtaining and maintaining our patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent prosecution process.

Periodic maintenance fees and various other governmental fees on any issued patent and/or pending patent applications are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of a patent or patent application. We have systems in place to remind us to pay these fees, and we employ an outside firm and rely on our outside counsel to pay these fees. While an inadvertent lapse may sometimes be cured by payment of a late fee or by other means in accordance with the applicable rules, there are many situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. If we fail to maintain the patents and patent applications directed to our product candidates, our competitors might be able to enter the market earlier than should otherwise have been the case, which could harm our business.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on our approved product or product candidates in all countries throughout the world would be prohibitively expensive. The requirements for patentability may differ in certain countries, particularly developing countries. For example, unlike other countries, China has a heightened requirement for patentability, and specifically requires a detailed description of medical uses of a claimed drug. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and further, may export otherwise infringing products to territories where we have patent protection, but enforcement on infringing activities is inadequate. These products may compete with our products, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents and other intellectual property protection, particularly those relating to pharmaceuticals, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally.

Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing, and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful. In addition, certain countries in Europe and certain developing countries, including India and China, have compulsory licensing laws under which a patent owner may be compelled to grant licenses to third parties. In those countries, we may have limited remedies if our patents are infringed or if we are compelled to grant a license to our patents to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we own or license. Finally, our ability to protect and enforce our intellectual property rights may be adversely affected by unforeseen changes in foreign intellectual property laws.

If we are unable to protect our trademarks from infringement, our business prospects may be harmed.

We filed applications for trademarks (*Jelmyto*[®], *RTGel*[®], and *UroGen*[®]) that identify our branding elements, such as *Jelmyto* and our unique technology in the United States, Europe, Japan and China. Although we take steps to monitor the possible infringement or misuse of our trademarks, it is possible that third parties may infringe, dilute or otherwise violate our trademark rights. Any unauthorized use of our trademarks could harm our reputation or commercial interests. In addition, our enforcement against third-party infringers or violators may be unduly expensive and time-consuming, and the outcome may be an inadequate remedy.

We may become involved in lawsuits to protect or enforce our patents or other intellectual property rights or the patents of our licensors, which could be expensive and time consuming.*

Third parties may infringe or misappropriate our intellectual property, including our existing patents, patents that may issue to us in the future, or the patents of our licensors to which we have a license. As a result, we may be required to file infringement claims to stop third-party infringement or unauthorized use. Further, we may not be able to prevent, alone or with our licensors, misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States.

Drug manufacturers may develop, seek approval for, and launch generic versions of our products. For example, we received a Paragraph IV Certification Notice Letter from Teva in February 2024, providing notification to us that Teva has submitted an ANDA to the FDA seeking approval to manufacture, use, or sell a generic version of *Jelmyto*. See Part II, Item 1. "Legal Proceedings" for additional discussion.

If we do not file a patent infringement lawsuit against a generic manufacturer within 45 days of receiving notice of its Paragraph IV certification, the ANDA applicant may not be subject to a 30-month stay. If we file an infringement action against a generic drug manufacturer, that company may challenge the scope, validity or enforceability of our or our licensors' patents, requiring us and/or our licensors to engage in complex, lengthy and costly litigation or other proceedings.

In addition, if we or one of our licensors initiate legal proceedings against a third party to enforce a patent covering our product candidates, the defendant could counterclaim that the patent covering our product candidates is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace, and there are numerous grounds upon which a third party can assert invalidity or unenforceability of a patent.

Furthermore, within and outside of the United States, there has been a substantial amount of litigation and administrative proceedings, including interference and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in various foreign jurisdictions, regarding patent and other intellectual property rights in the pharmaceutical industry. The AIA's procedures include inter partes review and post grant review. These procedures bring uncertainty to the possibility of challenges to our patents in the future, including challenges by competitors who perceive our patents as blocking entry into the market for their products, and the outcome of such challenges.

Such litigation and administrative proceedings could result in revocation of our patents or amendment of our patents such that they do not cover our product or product candidates. They may also put our pending patent applications at risk of not issuing or issuing with limited and potentially inadequate scope to cover our product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. Additionally, it is also possible that prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim, may, nonetheless, ultimately be found by a court of law or an administrative panel to affect the validity or enforceability of a claim. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our product or product candidates. Such a loss of patent protection could have a negative impact on our business.

Enforcing our or our licensors' intellectual property rights through litigation is very expensive, particularly for a company of our size, and time-consuming. Some of our competitors may be able to sustain the costs of litigation more effectively than we can because of greater financial resources. Patent litigation and other proceedings may also absorb significant management time.

Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could harm our business, financial condition or results of operations.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation or administrative proceedings, there is a risk that some of our confidential information could be compromised by disclosure. In addition, during the course of litigation or administrative proceedings, there could be public announcements of the results of hearings, motions or other interim proceedings or developments or public access to related documents. If investors perceive these results to be negative, the market price for our ordinary shares could be significantly harmed.

We may become subject to claims for remuneration or royalties for assigned service invention rights by our employees, which could result in litigation and adversely affect our business.

A significant portion of our intellectual property has been developed by our employees during their employment. Our employees execute agreements that assign to us any ownership interest in a patent or patent application created in the scope of the employee's employment. Under the Israeli Patents Law, 5727-1967 (the "Patent Law"), inventions conceived by an employee during the scope of his or her employment with a company are regarded as "service inventions," which belong to the employer, absent an agreement between the employee and employer giving the employee service invention rights. The Patents Law also provides that if there is no agreement between an employer and an employee determining whether the employee is entitled to receive remuneration for service inventions and on what terms, the Israeli Compensation and Royalties Committee (the "Committee"), a body constituted under the Patents Law, has the authority to determine whether the employee is entitled to remuneration for his or her inventions and the scope of such remuneration. Case law clarifies that the right to receive consideration for "service inventions" can be waived by the employee. The Committee will examine, on a case-by-case basis, the general contractual framework between the parties, using interpretation rules of general Israeli contract law. Further, the Committee has not yet determined one specific formula for calculating this remuneration, but rather uses the criteria specified in the Patents Law. Although we enter into agreements with our Israeli employees pursuant to which such individuals assign to us all rights to any inventions created during and as a result of their employment with us and waive their right to remuneration for service inventions, we may nonetheless face claims by employees demanding remuneration beyond their regular salary and benefits. As a consequence of such claims, we could be required to pay additional remuneration or royalties to our current and/or former employees, or be forced to litigate such claims, which could negatively affect our business.

Third-party claims alleging intellectual property infringement may adversely affect our business.

Our commercial success depends in part on our avoiding infringement of the patents and proprietary rights of third parties, for example, the intellectual property rights of competitors. Our commercialization activities may be subject to claims that we infringe or otherwise violate patents owned or controlled by third parties. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing our product candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our activities related to our product candidates may give rise to claims of infringement of the patent rights of others. We cannot assure you that our product candidates will not infringe existing or future patents. We may unknowingly infringe existing patents by commercialization of our product candidates. It is also possible that patents of which we are aware, but which we do not believe are relevant to our product candidates, could nevertheless be found to be infringed by our product candidates. Nevertheless, we are not aware of any issued patents that we believe would prevent us from marketing our product candidates, if approved. There may also be patent applications that have been filed but not published that, when issued as patents, could be asserted against us.

Third parties making claims against us for infringement or misappropriation of their intellectual property rights may seek and obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize our product candidates. Further, if a patent infringement suit were brought against us, we could be forced to stop or delay research, development, manufacturing or sales of the product or product candidate that is the subject of the suit. Defense of these claims, regardless of their merit, would cause us to incur substantial expenses, and would be a substantial diversion of management time and employee resources from our business. In the event of a successful claim of infringement against us by a third party, we may have to (i) pay substantial damages, including treble damages and attorneys' fees if we are found to have willfully infringed the third party's patents; (ii) obtain one or more licenses from the third party; (iii) pay royalties to the third party; and/or (iv) redesign any infringing products. Redesigning any infringing products may be impossible or require substantial time and monetary expenditures. Further, we cannot predict whether any required license would be available at all or whether it would be available on commercially reasonable terms. In the event that we could not obtain a license, we may be unable to further develop and commercialize our product candidates, which could harm our business significantly. Even if we are able to obtain a license, the license would likely obligate us to pay license fees or royalties or both, and the rights granted to us might be nonexclusive, which could result in our competitors gaining access to the same intellectual property. Ultimately, we could be prevented from commercializing a product, or be forced to cease some aspect of our business operations, if, as a result of actual or threatened patent infringement claims, we are unable to enter into licenses on acceptable terms.

Defending ourselves or our licensors in litigation is very expensive, particularly for a company of our size, and time-consuming. Some of our competitors may be able to sustain the costs of litigation or administrative proceedings more effectively than we can because of greater financial resources. Patent litigation and other proceedings may also absorb significant management time. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could impair our ability to compete in the marketplace. The occurrence of any of the foregoing could harm our business, financial condition or results of operations.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties.

We employ individuals who were previously employed at other biotechnology or pharmaceutical companies. We may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise improperly used or disclosed confidential information of these third parties or our employees' former employers. Further, we may be subject to ownership disputes in the future arising, for example, from conflicting obligations of consultants or others who are involved in developing our product candidates. We may also be subject to claims that former employees, consultants, independent contractors, collaborators or other third parties have an ownership interest in our patents or other intellectual property. Litigation may be necessary to defend against these and other claims challenging our right to and use of confidential and proprietary information. If we fail in defending any such claims, in addition to paying monetary damages, we may lose our rights therein. Such an outcome could have a negative impact on our business. Even if we are successful in defending against these claims, litigation could result in substantial cost and be a distraction to our management and employees.

Risks Related to Government Regulation

If the FDA concludes that the requirements for our relevant product candidates are not as we expect, the approval pathway for these product candidates will likely take significantly longer, cost significantly more and entail significantly greater complications and risks than anticipated, and in either case may not be successful.*

The Drug Price Competition and Patent Term Restoration Act of 1984 (the "Hatch-Waxman Act"), added 505(b)(2) to the FDCA. 505(b)(2) permits the filing of an NDA where at least some of the information required for approval comes from studies that were not conducted by or for the applicant, and for which the applicant has not received a right of reference, which could expedite the development program for certain of our product candidates by potentially decreasing the amount of nonclinical and clinical data that we would need to generate in order to obtain FDA approval. However, while we believe that our product candidates are reformulations of existing drugs and, therefore, will not be treated as NCEs, the submission of an NDA under the 505(b)(2) pathway does not preclude the FDA from determining that the product candidate that is the subject of such submission is an NCE and therefore not eligible for review under such regulatory pathway.

Our product candidates may not receive the requisite approvals for commercialization, or we may need to conduct additional nonclinical experiments and clinical trials, provide additional data and information, and meet additional standards for regulatory approval. If this were to occur, the time and financial resources required to obtain FDA approval for these product candidates, and complications and risks associated with these product candidates, would likely increase significantly.

In addition, notwithstanding the approval of a number of products by the FDA under 505(b)(2) certain competitors and others have objected to the FDA's interpretation of 505(b)(2). If the FDA's interpretation of 505(b)(2) is successfully challenged, the FDA may be required to change its 505(b)(2) policies and practices, which could delay or even prevent the FDA from approving any NDA that we submit under 505(b)(2). In addition, the pharmaceutical industry is highly competitive, and 505(b)(2) NDAs are subject to special requirements designed to protect the patent rights of sponsors of previously approved drugs that are referenced in a 505(b)(2) NDA. These requirements may give rise to patent litigation and mandatory delays in approval of our potential future NDAs for up to 30 months depending on the outcome of any litigation. It is not uncommon for a manufacturer of an approved product to file a citizen petition with the FDA seeking to delay approval of, or impose additional approval requirements for, pending competing products. If successful, such petitions can significantly delay, or even prevent, the approval of the new product. However, even if the FDA ultimately denies such a petition, the FDA may substantially delay approval while it considers and responds to the petition. In addition, even if we are able to utilize the 505(b)(2) regulatory pathway for our product candidates, there is no guarantee this would ultimately lead to faster product development or earlier approval.

Moreover, even if these product candidates are approved under the 505(b)(2) pathway, as the case may be, the approval may be subject to limitations on the indicated uses for which the products may be marketed or to other conditions of approval or may contain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the products.

In addition, there have been a number of recent regulatory and legislative initiatives designed to encourage generic competition for pharmaceutical products, including expedited review procedures for generic manufacturers and incentives designed to spur generic competition of branded drugs. In particular, the FDA and the FTC have been focused on brand companies' denial of drug supply to potential generic competitors for testing. In December 2019, the CREATES Act was enacted, which provides a legislatively defined private right of action under which generic companies can bring suit against companies who refuse access to product for the bioequivalence testing needed to support approval of a generic product.

We cannot currently predict the specific outcome or impact on our business of such regulatory and legislative initiatives, litigation or investigation. However, it is our policy, which is in compliance with the CREATES Act, to evaluate requests for samples of our approved product, and to provide samples in response to bona fide requests from qualified third parties, including generic manufacturers, subject to specified conditions. We have provided samples of *Jelmyto* to certain generic manufacturers.

We expect current and future legislation affecting the healthcare industry, including healthcare reform, to impact our business generally and to increase limitations on reimbursement, rebates and other payments, which could adversely affect third-party coverage of our products, our operations, and/or how much or under what circumstances healthcare providers will prescribe or administer our products, if approved.*

The United States and some foreign jurisdictions are considering or have enacted a number of legislative and regulatory proposals to change the healthcare system in ways that could affect our ability to sell our products profitably. Among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the "ACA") was signed into law. The ACA intended, among other things, to broaden access to health insurance, improve quality of care, and reduce or constrain the growth of healthcare spending.

There have been judicial, Congressional and executive branch challenges and amendments to certain aspects of the ACA. For example, on August 16, 2022, the Inflation Reduction Act of 2022 ("IRA") was signed into law, which among other things, extends enhanced subsidies for individuals purchasing health insurance coverage in ACA marketplaces through plan year 2025. The IRA also eliminates the "donut hole" under the Medicare Part D program beginning in 2025 by significantly lowering the beneficiary maximum out-of-pocket cost and through a newly established manufacturer discount program. It is possible that the ACA will be subject to judicial or Congressional challenges in the future. It is unclear any such challenges, other litigation and the healthcare reform measures of the current administration will impact the ACA and our business.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes include aggregate reductions to Medicare payments to providers of 2% per fiscal year pursuant to the Budget Control Act of 2011, which began in 2013 and, due to subsequent legislative amendments to the statute, including the Infrastructure Investment and Jobs Act, will remain in effect until 2032 unless additional Congressional action is taken. Further, on March 11, 2021, the American Rescue Plan Act of 2021 was signed into law, which eliminated the statutory Medicaid drug rebate cap, previously set at 100% of a drug's AMP, for single source and innovator multiple source drugs, effective January 1, 2024.

Additionally, there have been several recent U.S. presidential executive orders, Congressional inquiries and proposed and enacted legislation at the federal and state levels designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the cost of drugs under Medicare, and reform government program reimbursement methodologies for drugs. At the federal level, on November 15, 2021, the Infrastructure Investment and Jobs Act was signed into law. On January 1, 2023, manufacturers began to be required to pay quarterly refunds to the Centers for Medicare & Medicaid Services ("CMS") for discarded amounts of certain single-dose container and single-use package drugs payable under part B of the Medicare program. Refunds are generally based on the discarded volume above 10% of the total allowed amount. However, in unique circumstances, CMS will increase the applicable threshold to 35%. At this time, CMS has determined that *Jelmyto* fits within this unique circumstance classification. In addition, the IRA, among other things, (1) directs the U.S. Department of Health and Human Services ("HHS") to negotiate the price of certain high expenditure, single-source drugs that have been on the market for at least 7 years covered under Medicare (the "Medicare Drug Price Negotiation Program") and (2) imposes rebates under Medicare Part B and Medicare Part D to penalize price increases that outpace inflation. These provisions began to take effect progressively starting in fiscal year 2023. On August 15, 2024, HHS announced the agreed-upon reimbursement prices of the first ten drugs that were subject to price negotiations, although the Medicare Drug Price Negotiation Program is currently subject to legal challenges. On January 17, 2025, HHS selected fifteen additional products covered under Part D for price negotiation in 2025. Each year thereafter more Part B and Part D products will become subject to the Medicare Drug Price Negotiation Program. Further, on December 8, 2023, the National Institute of Standards and Technology published for comment a Draft Interagency Guidance Framework for Considering the Exercise of March-In Rights which for the first time includes the price of a product as one factor an agency can use when deciding to exercise march-in rights. While march-in rights have not previously been exercised, it is uncertain if that will continue under the new framework.

At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. If healthcare policies or reforms intended to curb healthcare costs are adopted, or if we experience negative publicity with respect to the pricing of our products or the pricing of pharmaceutical drugs generally, the prices that we charge for any approved products may be limited, our commercial opportunity may be limited and/or our revenues from sales of our products may be negatively impacted.

These laws may result in additional reductions in healthcare funding, which could have an adverse effect on our customers and accordingly, our financial operations. Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for pharmaceutical products. We cannot be sure whether additional legislative changes will be enacted, or whether regulations, guidance or interpretations will be changed, or what the impact of such changes on our operations, including the marketing approvals of UGN-102 or our other product candidates may be.

Although we cannot predict the full effect on our business of the implementation of existing legislation or the enactment of additional legislation pursuant to healthcare and other legislative reform, we believe that legislation or regulations that would reduce reimbursement for, or restrict coverage of, our products could adversely affect how much or under what circumstances healthcare providers will prescribe or administer our products. Further, the current administration is pursuing policies to reduce regulations and expenditures across government including at HHS, the FDA, CMS and related agencies. These actions, presently directed by executive orders or memoranda from the Office of Management and Budget, may propose policy changes that create additional uncertainty for our business. These actions include, for example, directives to reduce agency workforce, program cuts, rescinding a Biden administration executive order tasking the CMMI to consider new payment and healthcare models to limit drug spending and eliminating the Biden administration's executive order that directed HHS to establishing an AI task force and developing a strategic plan, directing HHS to lower prescription drug costs for Medicare through a variety of initiatives, including by improving upon the Medicare Drug Price Negotiation Program, and directing certain federal agencies to enforce existing law regarding hospital and plan price transparency and by standardizing prices across hospitals and health plans. Additionally, in its June 2024 decision in *Loper Bright Enterprises v. Raimondo* ("Loper Bright"), the U.S. Supreme Court overturned the longstanding *Chevron* doctrine, under which courts were required to give deference to regulatory agencies' reasonable interpretations of ambiguous federal statutes. The *Loper Bright* decision could result in additional legal challenges to current regulations and guidance issued by federal agencies applicable to our operations, including those issued by the FDA. Congress may introduce and ultimately pass health care related legislation that could impact the drug approval process and make changes to the Medicare Drug Price Negotiation Program created under the IRA. We cannot predict which additional measures may be adopted or the impact of current and additional measures on the marketing, pricing and demand for Jelmyto or our future product candidates, if approved, which could have a material adverse effect on our business, financial condition and results of operations.

We may be unable to obtain Orphan Drug Designation or exclusivity for future product candidates we may develop. If our competitors are able to obtain orphan drug exclusivity for their products that are for the same indication as our product candidates, we may not be able to have competing products approved by the applicable regulatory authority for a significant period of time.

Under the Orphan Drug Act of 1983 (the "Orphan Drug Act"), the FDA may designate a product as an orphan drug if it is intended to treat an orphan disease or condition, defined as a patient population of fewer than 200,000 in the United States, or a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States.

In the United States, Orphan Drug Designation entitles a party to financial incentives, such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers. In addition, if a product receives the first FDA approval for the indication for which it has Orphan Drug Designation, the product is entitled to orphan drug exclusivity, which means the FDA may not approve any other application to market the same drug for the same indication for a period of seven years, except in limited circumstances, such as a showing of clinical superiority over the product with orphan exclusivity or where the manufacturer is unable to assure sufficient product quantity. Although the FDA has granted orphan drug exclusivity to *Jelmyto* for the treatment of UTUC, we may not receive orphan drug exclusivity for any of our other product candidates that have received orphan designation.

Although the FDA has granted Orphan Drug Designation to *Jelmyto* and UGN-201 for treatment of UTUC and CIS, respectively, we may not receive Orphan Drug Designation for any of our other product candidates. If our competitors are able to obtain orphan drug exclusivity for their products that are the same or similar to our product candidates before our drug candidates are approved, we may not be able to have competing product candidates approved by the FDA for a significant period of time. Any delay in our ability to bring our product candidates to market would negatively impact our business, revenue, cash flows and operations.

Orphan Drug Designation may not ensure that we will enjoy market exclusivity in a particular market, and if we fail to obtain or maintain orphan drug exclusivity for our product candidates, we may be subject to earlier competition and our potential revenue will be reduced.

Orphan Drug Designation entitles a party to financial incentives, such as opportunities for grant funding towards clinical trial costs, tax advantages, user-fee waivers and market exclusivity for certain periods of time.

Jelmyto and UGN-201 have been granted Orphan Drug Designation for the treatment of UTUC and CIS, respectively, in the United States. Even if we obtain Orphan Drug Designation for our other product candidates, we may not be the first to obtain regulatory approval for any particular orphan indication due to the uncertainties associated with developing biotechnology products. Further, even if we obtain Orphan Drug Designation for a product candidate, that exclusivity may not effectively protect the product from competition because different drugs with different active moieties can be approved for the same condition. In addition, if a competitor obtains approval and marketing exclusivity for a drug product with an active moiety that is the same as that in a product candidate we are pursuing for the same indication, approval of our product candidate would be blocked during the period of marketing exclusivity unless we could demonstrate that our product candidate is clinically superior to the approved product. Conversely, even if we are granted orphan exclusivity, a competitor that demonstrates clinical superiority with the same active moiety may obtain approval prior to expiration of our exclusivity. In addition, if a competitor obtains approval and marketing exclusivity for a drug product with an active moiety that is the same as that in a product candidate we are pursuing for a different orphan indication, this may negatively impact the market opportunity for our product candidate. There have been legal challenges to aspects of the FDA's regulations and policies concerning the exclusivity provisions of the Orphan Drug Act, and future challenges could lead to changes that affect the protections afforded to our product candidates in ways that are difficult to predict.

Jelmyto and any of our product candidates that receive regulatory approval will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expenses, limit or withdraw regulatory approval and subject us to penalties if we fail to comply with applicable regulatory requirements.

Jelmyto and any of our product candidates that receive regulatory approval will be subject to continual regulatory review by the FDA and/or foreign regulatory authorities. Additionally, Jelmyto and any of our product candidates that receive regulatory approval will be subject to extensive and ongoing regulatory requirements, including labeling and other restrictions and market withdrawal and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our products.

The FDA approval of Jelmyto is, and any regulatory approvals that we receive for our product candidates may be, subject to limitations on the approved indications for which the product may be marketed or to the conditions of approval. In addition, any regulatory approvals that we receive for our current or future product candidates may contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials, and surveillance to monitor the safety and efficacy of the product. In addition, the manufacturing processes, labeling, packaging, distribution, adverse event reporting, storage, advertising, promotion and recordkeeping for Jelmyto is, and any of our product candidates that receive regulatory approval will be, subject to extensive and ongoing regulatory requirements. These requirements include submissions of safety and other post-marketing information and reports, registration, as well as continued compliance with cGMP and GCP for any clinical trials that we conduct post-approval.

Later discovery of previously unknown problems with our products or product candidates, including adverse events of unanticipated severity or frequency, or problems with our third-party manufacturers' processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, withdrawal of the product from the market, or voluntary or mandatory product recalls;
- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications submitted by us, or suspension or revocation of product license approvals; and
- product seizure or detention, or refusal to permit the import or export of products; and injunctions or the imposition of civil or criminal penalties.

Our ongoing regulatory requirements may also change from time to time, potentially harming or making costlier our commercialization efforts. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or other countries. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained, and we may not achieve or sustain profitability, which would adversely affect our business.

Our relationships with healthcare professionals, independent contractors, clinical investigators, CROs, consultants and vendors in connection with our current and future business activities may be subject to federal and state healthcare fraud and abuse laws, false claims laws, transparency laws, government price reporting, and health information privacy and security laws. If we are unable to comply, or have not fully complied, with such laws, we could face significant penalties.

We are subject to various U.S. federal, state and foreign health care laws, including those intended to prevent health care fraud and abuse. These laws may impact, among other things, our clinical research, sales and marketing activities, and constrain the business or financial arrangements with healthcare providers, physicians, and other parties that have the ability to directly or indirectly influence the prescribing, ordering, marketing, or distribution of products for which we obtain marketing approval.

The federal Anti-Kickback Statute prohibits, among other things, persons or entities from knowingly and willfully soliciting, offering, receiving or paying any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, lease, order or recommendation of, any good, facility, item or service, for which payment may be made, in whole or in part, by a federal healthcare program such as Medicare and Medicaid. Remuneration has been broadly defined to include anything of value, including, but not limited to, cash, improper discounts, and free or reduced-price items and services.

Federal false claims laws, including the federal civil False Claims Act (the "FCA"), and civil monetary penalties law impose penalties against individuals or entities for, among other things, knowingly presenting, or causing to be presented, to the federal government, claims for payment or approval that are false or fraudulent or making a false record or statement to avoid, decrease or conceal an obligation to pay money to the federal government. The FCA has been used to, among other things, prosecute persons and entities submitting claims for payment that are inaccurate or fraudulent, that are for services not provided as claimed, or for services that are not medically necessary. The FCA includes a whistleblower provision that allows individuals to bring actions on behalf of the federal government and share a portion of the recovery of successful claims.

Many states have similar fraud and abuse statutes and regulations that may be broader in scope and may apply regardless of payor, in addition to items and services reimbursed under Medicaid and other state programs. State and federal authorities have aggressively targeted pharmaceutical companies for, among other things, alleged violations of these anti-fraud statutes, based on among other things, unlawful financial inducements paid to prescribers and beneficiaries, as well as impermissible promotional practices, including certain marketing arrangements that rely on volume-based pricing and off-label promotion of FDA-approved products.

The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), among other things, imposes civil and criminal liability for knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including public and private payors, or knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false statement in connection with the delivery of or payment for healthcare benefits, items or services.

Additionally, HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and their implementing regulations, impose, among other things, specified requirements on covered entities, including certain healthcare providers, health plans, and healthcare clearinghouses, and their business associates as well as their covered subcontractors relating to the privacy, security and transmission of individually identifiable health information, including mandatory contractual terms and required implementation of certain safeguards of such information. Among other things, HITECH makes HIPAA's security standards directly applicable to business associates, independent contractors or agents of covered entities that receive or obtain protected health information in connection with providing a service on behalf of a covered entity. HITECH also created four new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce HIPAA and seek attorneys' fees and costs associated with pursuing federal civil actions. In addition, state laws govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways, may not have the same effect and may not be preempted by HIPAA, thus complicating compliance efforts.

Our operations are also subject to the federal Open Payments program pursuant to the Physician Payments Sunshine Act, created under Section 6002 of the ACA and its implementing regulations, which requires certain manufacturers of drugs, devices, biologicals and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program, with specific exceptions, to annually report to CMS information related to payments and other transfers of value provided to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain other healthcare professionals (such as physician assistants and nurse practitioners) and teaching hospitals and certain ownership and investment interests held by physicians and their immediate family members to CMS. We may also be subject to state laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures, drug pricing, and/or state laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidelines promulgated by the federal government.

Many states have also adopted laws similar to each of the above federal laws, which may be broader in scope and apply to items or services reimbursed by any payor, including commercial insurers. In addition, we may be subject to certain foreign healthcare laws that are analogous to the U.S. healthcare laws described above. If any of our business activities, including but not limited to our relationships with healthcare providers, are found to violate any of the aforementioned laws, we may be subject to significant administrative, civil and criminal penalties, damages, monetary fines, disgorgement, imprisonment, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, additional reporting requirements and oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of non-compliance with these laws, diminished profits and future earnings and curtailment or restructuring of our operations.

Also, the FCPA and similar worldwide anti-bribery laws generally prohibit companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. We cannot assure you that our internal control policies and procedures will protect us from reckless or negligent acts committed by our employees, future distributors, partners, collaborators or agents. Violations of these laws, or allegations of such violations, could result in fines, penalties or prosecution and have a negative impact on our business, results of operations and reputation.

Legislative or regulatory healthcare reforms in the United States or abroad may make it more difficult and costly for us to obtain regulatory clearance or approval of our product candidates or any future product candidates and to produce, market, and distribute our products after clearance or approval is obtained.

From time to time, legislation is drafted and introduced in Congress in the United States or by governments in foreign jurisdictions that could significantly change the statutory provisions governing the regulatory clearance or approval, manufacture, and marketing of regulated products or the reimbursement thereof. In addition, FDA or foreign regulatory agency regulations and guidance are often revised or reinterpreted by the FDA or the applicable foreign regulatory agency in ways that may significantly affect our business and our products. Any new regulations or revisions or reinterpretations of existing regulations may impose additional costs or lengthen review times of our product candidates or any future product candidates. We cannot determine what effect changes in regulations, statutes, legal interpretation or policies, when and if promulgated, enacted or adopted may have on our business in the future. Such changes could, among other things, require:

- changes to manufacturing methods;
- recall, replacement, or discontinuance of one or more of our products; and
- additional recordkeeping.

Each of these would likely entail substantial time and cost and could harm our business and our financial results. In addition, delays in receipt of or failure to receive regulatory clearances or approvals for any future products would harm our business, financial condition, and results of operations.

We and the third parties with whom we work are subject to stringent and changing U.S. and foreign laws, regulations, and rules, contractual obligations, industry standards, self-regulatory schemes, government regulation, policies, standards, and other obligations related to data privacy and security. The actual or perceived failure by us or by the third parties with whom we work to comply with such obligations could lead to regulatory investigations or actions; litigation (including class claims) and mass arbitration demands; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; loss of customers or sales; or otherwise adversely affect our business.*

In the ordinary course of our business, we collect, receive, store, process, generate, use, transfer, disclose, make accessible, protect, secure, dispose of, transmit, and share (collectively, "process") Sensitive Information. Our data processing activities are subject to numerous data privacy and security obligations, such as domestic and foreign laws and regulations, guidance, industry standards, external and internal privacy and security policies, contractual requirements, and other obligations relating to privacy, data protection, and data security.

In the United States, federal, state, and local governments have enacted numerous privacy, data protection, and data security laws, including data breach notification laws, personal data privacy laws, and consumer protection laws (e.g., Section 5 of the Federal Trade Commission Act), and other similar laws (e.g., wiretapping laws). For example, as further described above, HIPAA imposes specific requirements relating to the privacy, security, and transmission of individually identifiable health information. In the past few years, numerous U.S. states—including California, Virginia, Colorado, Connecticut, and Utah—have enacted comprehensive privacy laws that impose certain obligations on covered businesses, including providing specific disclosures in privacy notices and affording residents with certain rights concerning their personal data. As applicable, such rights may include the right to access, correct, or delete certain personal data, and to opt-out of certain data processing activities, such as targeted advertising, profiling, and automated decision-making. The exercise of these rights may impact our business and ability to provide our products and services. Certain states also impose stricter requirements for processing certain personal data, including Sensitive Information, such as conducting data privacy impact assessments. These state laws allow for statutory fines for noncompliance. For example, the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively "CCPA") applies to personal data of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of California residents to exercise certain privacy rights. The CCPA provides for fines and allows private litigants affected by certain data breaches to recover significant statutory damages. The CCPA and other comprehensive U.S. state privacy laws exempt some data processed in the context of clinical trials, but these developments may further complicate compliance efforts, and increase legal risk and compliance costs for us and the third parties with whom we work. Similar laws are being considered at the federal, state, and local levels and we expect more states to pass similar laws in the future. Furthermore, we are subject to new laws governing the privacy of consumer health data. For example, Washington's My Health My Data Act ("MHMD") broadly defines consumer health data, places restrictions on processing consumer health data (including imposing stringent requirements for consents), provides consumers certain rights with respect to their health data, and creates a private right of action to allow individuals to sue for violations of the law. Other states are considering and may adopt similar laws. These laws demonstrate our vulnerability to the evolving regulatory environment related to personal data. As we expand our operations, these and similar laws may increase our compliance costs and potential liability.

Outside the United States, an increasing number of laws, regulations, and industry standards apply to privacy, data protection, and data security. For example, the European Union's General Data Protection Regulation ("EU GDPR") and the United Kingdom's GDPR ("UK GDPR") impose strict requirements for processing personal data. Our upcoming clinical trial will include sites in the EU, which will increase our exposure to potential liability under the EU GDPR. For example, under the GDPR, companies may face temporary or definitive bans on data processing and other corrective actions; fines of up to 20 million Euros under the EU GDPR, 17.5 million pounds sterling under the UK GDPR or, in each case, 4% of annual global revenue, whichever is greater; or private litigation related to processing of personal data brought by classes of data subjects or consumer protection organizations authorized at law to represent their interests. We anticipate that over time we may expand our business to include additional operations outside of the United States and Israel. With such expansion, we would be subject to increased governmental regulation in other countries in which we might operate, including the EU GDPR. Assisting our customers, partners, and vendors in complying with the EU GDPR or other foreign laws, or complying with such laws ourselves, may cause us to incur substantial operational costs or require us to change our business practices. Additionally, under various privacy laws and other obligations, we may be required to obtain certain consents to process personal data. Our inability or failure to do so could result in adverse consequences, including class action litigation and mass arbitration demands.

Moreover, in the ordinary course of business, we transfer personal data from Europe and other jurisdictions to the United States or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area ("EEA") and the United Kingdom ("UK") have significantly restricted the transfer of personal data to the United States and other countries whose privacy laws it generally believes are inadequate. Other jurisdictions may adopt or have already adopted similarly stringent data localization and cross-border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the United States in compliance with law, such as the EEA standard contractual clauses, the UK's International Data Transfer Agreement / Addendum, and the EU-U.S. Data Privacy Framework and the UK extension thereto (which allows for transfers to relevant U.S.-based organizations who self-certify compliance and participate in the Framework), these mechanisms are subject to legal challenges, and there is no assurance that we can satisfy or rely on these measures to lawfully transfer personal data to the United States. If there is no lawful manner for us to transfer personal data from other jurisdictions to the United States, or if the requirements for a legally-compliant transfer are too onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or all of our business or data processing activities to other jurisdictions (such as Europe) at significant expense, increased exposure to regulatory actions, substantial fines and penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Inability to import personal data from Europe to the United States may limit our ability to conduct clinical trial activities in Europe, limit our ability to collaborate with CROs, service providers, contractors and other entities subject to European data protection laws, adversely impact our operations, product development and ability to provide our products, and require us to increase our data processing capabilities in Europe at significant expense. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. Some European regulators have ordered certain companies to suspend or permanently cease certain transfers out of Europe for allegedly violating the GDPR's cross-border data transfer limitations. Additionally, the U.S. Department of Justice has issued a rule entitled "Preventing Access to U.S. Sensitive Personal Data and Government-Related Data by Countries of Concern or Covered Persons," which places additional restrictions on certain data transactions involving countries of concern (e.g., China, Russia, Iran) and covered individuals (i.e., individuals and entities located in or controlled by individuals or entities located in those jurisdictions) that may impact certain business activities such as vendor engagements, sale or sharing of data, employment of certain individuals, and investor agreements. Violations of the rule could lead to significant civil and criminal fines and penalties. The rule applies regardless of whether data is anonymized, key-coded, pseudonymized, de-identified or encrypted, which presents particular challenges for companies like ours and may impact our ability to transfer data in connection with certain transactions or agreements.

Our employees and personnel may use AI and/or automated decision-making technologies to perform their work, and the disclosure and use of personal data in generative AI technologies is subject to various privacy laws and other privacy obligations. Governments have passed and are likely to pass additional laws regulating AI and/or automated decision-making technologies. Our use of this technology could result in additional compliance costs, regulatory investigations and actions, and lawsuits. If we are unable to use AI and/or automated decision-making technologies, it could make our business less efficient and result in competitive disadvantages. We may also use AI or machine learning ("ML") to assist us in making certain decisions, which is regulated by certain privacy laws. Due to inaccuracies or flaws in the inputs, outputs, or logic of the AI/ML, the model could be biased and could lead us to make decisions that could bias certain individuals (or classes of individuals), and adversely impact their rights, employment, and ability to obtain certain pricing, products, services, or benefits.

We are also bound by contractual obligations related to data privacy and security, and our efforts to comply with such obligations may not be successful. For example, certain privacy laws, such as the GDPR and the CCPA, require our customers to impose specific contractual restrictions on their service providers. We publish privacy policies, marketing materials, whitepapers, and other statements such as statements related to security or compliance with certain certifications or self-regulatory principles, concerning data privacy and security. Regulators in the United States are increasingly scrutinizing these statements, and if these policies, materials or statements are found to be deficient, lacking in transparency, deceptive, unfair, misleading, or misrepresentative of our practices, we may be subject to investigation, enforcement actions by regulators or other adverse consequences.

Obligations related to data privacy and security (and individuals' data privacy expectations) are quickly changing, becoming increasingly stringent, and creating uncertainty. Additionally, these obligations may be subject to differing applications and interpretations, which may be inconsistent or conflict among jurisdictions. Preparing for and complying with these obligations require us to devote significant resources, which may necessitate changes to our services, information technologies, systems, and practices and to those of any third parties that process personal data on our behalf. In addition, these obligations may require us to change our business model. Our business model materially depends on our ability to process personal data, so we are particularly exposed to the risks associated with the rapidly changing legal landscape. For example, we may be at heightened risk of regulatory scrutiny, and any changes in the regulatory framework could require us to fundamentally change our business model. We may at times fail (or be perceived to have failed) in our efforts to comply with our data privacy and security obligations. Moreover, despite our efforts, our personnel or third parties with whom we work may fail to comply with such obligations, which could negatively impact our business operations. If we or the third parties with whom we work fail, or are perceived to have failed, to address or comply with applicable data privacy and security obligations, we could face significant consequences, including but not limited to: government enforcement actions (e.g., investigations, fines, penalties, audits, inspections, and similar); litigation (including class-action claims) and mass arbitration demands; additional reporting requirements and/or oversight; bans or restrictions on processing personal data; orders to destroy or not use personal data; and imprisonment of company officials. In particular, plaintiffs have become increasingly more active in bringing privacy-related claims against companies, including class claims and mass arbitration demands. Some of these claims allow for the recovery of statutory damages on a per violation basis, and, if viable, carry the potential for monumental statutory damages, depending on the volume of data and the number of violations. Any of these events could have a material adverse effect on our reputation, business, or financial condition, including but not limited to: loss of customers; interruptions or stoppages in our business operations (including clinical trials); inability to process personal data or to operate in certain jurisdictions; limited ability to develop or commercialize our products; expenditure of time and resources to defend any claim or inquiry; adverse publicity; and substantial changes to our business model or operations.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could negatively impact our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

We maintain workers compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries with policy limits that we believe are customary for similarly situated companies and adequate to provide us with coverage for foreseeable risks. Although we maintain such insurance, this insurance may not provide adequate coverage against potential liabilities. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

It may be difficult for us to profitably sell our product and any product candidates that receive regulatory approval if coverage and reimbursement for these products is limited by government authorities and/or third-party payor policies.*

In addition to any healthcare reform measures which may affect reimbursement, market acceptance and sales of *Jelmyto*, UGN-102 and our other product candidates, if approved, will depend on the coverage and reimbursement policies of third-party payors, like government authorities, private health insurers, and managed care organizations. Third-party payors decide which medications they will cover and separately establish reimbursement levels. In October 2020, a Medicare C-Code was issued for *Jelmyto* and we have obtained pass-through status for two years, no more than three. CMS has established a permanent and product-specific J-code for *Jelmyto* that took effect on January 1, 2021. Our existing pass-through status was set to expire in the fourth quarter of 2023. However, CMS granted *Jelmyto* a New Technology APC, effective from October 1, 2023. A service is separately paid under a New Technology APC until sufficient claims data have been collected to allow CMS to assign the procedure to a clinical APC group that is appropriate in clinical and resource terms. This generally occurs within two to three years from the time a new HCPCS code becomes effective. However, if CMS are able to collect sufficient claims data in less than two years, CMS may consider reassigning the service to an appropriate APC, or, if CMS does not have sufficient data at the end of three years upon which to base its reassignment to an appropriate clinical APC, CMS may keep the service in a New Technology APC until adequate data become available. Loss of our New Technology APC may result in Medicare beneficiaries losing access to *Jelmyto* in the hospital outpatient setting and *Jelmyto* becoming packaged into a comprehensive APC.

A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government and other third-party payors are increasingly challenging the prices charged for health care products, examining the cost effectiveness of drugs in addition to their safety and efficacy, and limiting or attempting to limit both coverage and the level of reimbursement for prescription drugs. Although our experience to date has demonstrated coverage for *Jelmyto*, we cannot be sure that adequate coverage will be available for UGN-102 or our other product candidates, if approved, or, if coverage is available, the level of reimbursement will be adequate to make our products affordable for patients or profitable for us. In addition, if inflation or other factors were to significantly increase our business costs, it may not be feasible to pass price increases on to our customers due to the process by which healthcare providers are reimbursed for our product candidates.

There is significant uncertainty related to the insurance coverage and reimbursement of newly approved products. In the United States, decisions about reimbursement for new medicines under Medicare are made by CMS, as the administrator for the Medicare program. Private third-party payors often use CMS as a model for their coverage and reimbursement decisions, but also have their own methods and approval process apart from CMS's determinations. Our experience to date has demonstrated coverage with CMS and commercial payors for *Jelmyto*, and we have established written policies with certain commercial providers. However, it is difficult to predict what CMS as well as other third-party payors will decide with respect to reimbursement for fundamentally novel products such as ours, as there is no body of established practices and precedents for these new products.

Reimbursement may impact the demand for, and/or the price of, any product for which we obtain marketing approval. Assuming we obtain coverage for a given product by a third-party payor, the resulting reimbursement payment rates may not be adequate or may require co-payments that patients find unacceptably high. Patients who are prescribed medications for the treatment of their conditions, and their prescribing physicians, generally rely on third-party payors to reimburse all or part of the costs associated with their prescription drugs. Patients are unlikely to use our products unless coverage is provided, and reimbursement is adequate to cover all or a significant portion of the cost of our products. Moreover, for products administered under the supervision of a physician, obtaining and maintaining coverage and adequate reimbursement may be particularly difficult because of the higher prices often associated with such drugs. Additionally, separate reimbursement for the product itself or the treatment or procedure in which the product is used may not be available, which may impact physician utilization. Therefore, coverage and adequate reimbursement is critical to new product acceptance. Coverage decisions may depend upon clinical and economic standards that disfavor new drug products when more established or lower cost therapeutic alternatives are already available or subsequently become available. There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA or applicable foreign regulatory authorities. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution.

Reimbursement by a third-party payor may depend upon a number of factors including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

Obtaining and maintaining coverage and reimbursement approval for a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide supporting scientific, clinical and cost effectiveness data for the use of our products to the payor. Further, no uniform policy requirement for coverage and reimbursement for drug products exists among third-party payors in the United States. Therefore, coverage and reimbursement for drug products can differ significantly from payor to payor. As a result, the coverage determination process may require us to provide scientific and clinical support for the use of our products to each payor separately, with no assurance that coverage and adequate reimbursement will be applied consistently or obtained in the first instance. We may not be able to provide data sufficient to gain acceptance with respect to coverage and/or sufficient reimbursement levels.

Although we have obtained written policy coverage in commercial plans as well as coverage for government plans for *Jelmyto* to date, we cannot be sure that adequate coverage or reimbursement will continue to be available for *Jelmyto*, or be available for UGN-102 or any of our other product candidates, if approved. Also, we cannot be sure that reimbursement amounts will not reduce the demand for, or the price of, our future products. If reimbursement is not available, or is available only to limited levels, we may not be able to successfully commercialize *Jelmyto*, UGN-102 or our other product candidates, or achieve profitably at all, even if approved. Additionally, coverage policies and reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for any of our products or product candidates that receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future. For example, beginning on January 1, 2023, manufacturers began to be required to pay quarterly refunds to CMS for discarded amounts of single-dose container and single-use package drugs covered under Medicare Part B. Rebates will generally be based on the discarded volume above 10% of the total allowed amount. CMS has been receptive to evaluating the feasibility of the 10% threshold, and where appropriate, has modified the discarded volume threshold accordingly. In unique circumstances, CMS will increase the applicable threshold to 35%. At this time, CMS has determined that *Jelmyto* fits within this unique circumstance. If we are unable to obtain and maintain sufficient third-party coverage and adequate reimbursement for our products, the commercial success of our products may be greatly hindered and our financial condition and results of operations may be materially and adversely affected.

Risks Related to Ownership of Our Ordinary Shares

The market price of our ordinary shares has been and may continue to be subject to fluctuation and you could lose all or part of your investment.

The stock market in general, and the market price of our ordinary shares in particular, has been and may continue to be, subject to fluctuation, whether due to, or irrespective of, our operating results and financial condition. The market price of our ordinary shares on the Nasdaq Global Market may fluctuate as a result of a number of factors, some of which are beyond our control, including, but not limited to:

- the success of our ongoing commercialization of *Jelmyto*;
- actual or anticipated variations in our and our competitors' results of operations and financial condition;
- physician and market acceptance of *Jelmyto* or any other approved product;
- the mix of products that we sell;
- any voluntary or mandatory recall of *Jelmyto* or any other approved product, or the imposition of any additional labeling, marketing or promotional restrictions;
- our success or failure to obtain approval for and commercialize our product candidates;
- changes in the structure of healthcare payment systems;
- changes in earnings estimates or recommendations by securities analysts, if our ordinary shares are covered by analysts;
- development of technological innovations or new competitive products by others;
- announcements of technological innovations or new products by us;
- publication of the results of nonclinical or clinical trials for *Jelmyto*, UGN-102 or our other product candidates;
- failure by us to achieve a publicly announced milestone;
- delays between our expenditures to develop and market new or enhanced product candidates and the generation of sales from those products;
- developments concerning intellectual property rights;
- the announcement of, or developments in, any litigation matters, including any product liability claims related to *Jelmyto* or any of our product candidates;
- regulatory developments and the decisions of regulatory authorities as to the approval or rejection of new or modified products;
- changes in the amounts that we spend to develop, acquire or license new products, technologies or businesses;
- changes in our expenditures to promote our products;
- the sale or proposed sale, by us or our significant shareholders, of our ordinary shares or other securities in the future;
- changes in key personnel;
- success or failure of our research and development projects or those of our competitors;
- the trading volume of our ordinary shares; and
- general economic and market conditions and other factors, including factors unrelated to our operating performance.

These factors and any corresponding price fluctuations may negatively impact the market price of our ordinary shares and result in substantial losses being incurred by our investors. In the past, following periods of market volatility, public company shareholders have often instituted securities class action litigation. If we were to become involved in securities litigation, it could impose a substantial cost upon us and divert the resources and attention of our management from our business.

Future sales of our ordinary shares could reduce the market price of our ordinary shares.

If our existing shareholders, particularly our directors, their affiliates, or our executive officers, sell a substantial number of our ordinary shares in the public market, the market price of our ordinary shares could decrease significantly. The perception in the public market that our shareholders might sell our ordinary shares could also depress the market price of our ordinary shares and could impair our future ability to obtain capital, especially through an offering of equity securities.

In addition, our sale of additional ordinary shares or other securities in order to raise capital might have a similar negative impact on the share price of our ordinary shares. A decline in the price of our ordinary shares might impede our ability to raise capital through the issuance of additional ordinary shares or other equity securities and may cause you to lose part or all of your investment in our ordinary shares.

Future equity offerings could result in future dilution and could cause the price of our ordinary shares to decline.*

In order to raise additional capital, we may in the future offer additional ordinary shares or other securities convertible into or exchangeable for our ordinary shares at prices that we determine from time to time, and investors purchasing shares or other securities in the future could have rights superior to existing shareholders. We may choose to raise additional capital due to market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans. On December 20, 2019, we entered into the ATM Sales Agreement pursuant to which we may from time to time offer and sell our ordinary shares, having an aggregate offering price of up to \$100.0 million, to or through TD Cowen, acting as sales agent or principal, in any manner deemed to be an “at-the-market offering.” As of March 31, 2025, \$27.3 million remains available for sale under the ATM Sales Agreement. The shares will be offered and sold pursuant to our shelf registration statement on Form S-3 filed with the SEC on November 15, 2022, which was declared effective on November 29, 2022, or a subsequent shelf registration statement.

We have never paid cash dividends on our share capital, and we do not anticipate paying any cash dividends in the foreseeable future.

We have never declared or paid cash dividends on our share capital, nor do we anticipate paying any cash dividends on our share capital in the foreseeable future. We currently intend to retain all available funds and any future earnings to fund the development and growth of our business. As a result, capital appreciation, if any, of our ordinary shares will be investors’ sole source of gain for the foreseeable future. In addition, Israeli law limits our ability to declare and pay dividends and may subject our dividends to Israeli withholding taxes. The Loan Agreement also restricts our ability to pay dividends.

If we are classified as a passive foreign investment company (“PFIC”), our U.S. shareholders may suffer adverse tax consequences.

Generally, for any taxable year, if at least 75% of our gross income is passive income, or at least 50% of the value of our assets is attributable to assets that produce passive income or are held for the production of passive income, including cash, we would be characterized as a PFIC for U.S. federal income tax purposes.

The determination of whether we are a PFIC is a fact-intensive determination made on an annual basis and the applicable law is subject to varying interpretation. In particular, the characterization of our assets as active or passive may depend in part on our current and intended future business plans, which are subject to change. In addition, the total value of our assets for PFIC testing purposes may be determined in part by reference to the market price of our ordinary shares from time to time, which may fluctuate considerably. Under the income test, our status as a PFIC depends on the composition of our income which will depend on the transactions we enter into in the future and our corporate structure. The composition of our income and assets is also affected by how, and how quickly, we spend the cash we raise in any offering.

Based on our analysis of our income, assets, activities and market capitalization, we do not believe that we were a PFIC for the taxable year ended December 31, 2024. However, because the determination of whether or not we are a PFIC is a fact-intensive determination made on an annual basis, and because the applicable law is subject to varying interpretation, we cannot provide any assurances regarding our PFIC status for any past, current or future taxable years. Our U.S. tax counsel has not provided any opinion regarding our PFIC status in any taxable year.

If we are characterized as a PFIC, our U.S. shareholders may suffer adverse tax consequences, including having gains realized on the sale of our ordinary shares treated as ordinary income, rather than capital gain, the loss of the preferential rate applicable to dividends received on our ordinary shares by individuals who are U.S. shareholders who are individuals, having interest charges apply to distributions by us and gains from the sales of our shares, and additional reporting requirements under U.S. federal income tax laws and regulations. A U.S. Holder that (i) owns our ordinary shares at any point during a year in which we are characterized as a PFIC and (ii) does not timely make a QEF election (as described below) will treat such ordinary shares as stock in a PFIC for all subsequent tax years, even if we no longer qualify as a PFIC under the relevant tests in such subsequent tax years. A U.S. shareholder of a PFIC generally may mitigate these adverse U.S. federal income tax consequences by making a qualified electing fund (“QEF”) election, or, in some circumstances, a “mark to market” election. However, there is no assurance that we will provide the information required by the IRS in order to enable U.S. shareholders to make a timely QEF election. Moreover, there is no assurance that we will have timely knowledge of our status as a PFIC in the future. Accordingly, U.S. shareholders may be unable to make a timely QEF election with respect to our ordinary shares.

Changes to tax laws could have a material adverse effect on us and reduce net returns to our shareholders.

Our tax treatment is subject to changes in tax laws, regulations and treaties, or the interpretation thereof, as well as tax policy initiatives and reforms under consideration and the practices of tax authorities in jurisdictions in which we operate, including those related to the Organisation for Economic Co-Operation and Development's ("OECD") Base Erosion and Profit Shifting ("BEPS") Project (including "BEPS 2.0"), and the European Commission's state aid investigations and other initiatives.

Such changes may include (but are not limited to) the taxation of operating income, investment income, dividends received or, in the specific context of withholding tax, dividends paid. The OECD has published a package of measures for reform as a product of BEPS, which include the reallocation of global profits above a fixed profit margin of large multinational companies to market jurisdictions based, broadly, on customer location (referred to as the Pillar One rules) as well as the introduction of a global minimum tax (referred to as the Pillar Two rules). Many countries have enacted, or are in the process of enacting, core elements of the Pillar Two rules. Based on our current understanding of the minimum revenue thresholds, we currently expect to be outside the scope of both the Pillar One and Pillar Two rules, but could fall within their scope in the future, which could increase our tax obligations and compliance costs.

We are unable to predict what tax reform may be proposed or enacted in the future or what effect such changes would have on our business, but such changes, to the extent they are brought into tax legislation, regulations, policies or practices, could affect our financial position and overall or effective tax rates in the future in countries where we have operations, reduce post-tax returns to our shareholders, and increase the complexity, burden and cost of tax compliance.

New income, sales, use or other tax laws, statutes, rules, regulations or ordinances could be enacted at any time, which could affect the tax treatment of our domestic and foreign earnings. Any new taxes could adversely affect our domestic and international business operations, and our business and financial performance. Further, existing tax laws, statutes, rules, regulations or ordinances could be interpreted, changed, modified or applied adversely to us. Changes in corporate tax rates, the realization of net deferred tax assets relating to our operations, the taxation of foreign earnings, and the deductibility of expenses could have a material impact on the value of our deferred tax assets, could result in significant one-time charges, and could increase our future tax expenses.

Tax authorities may disagree with our positions and conclusions regarding certain tax positions, resulting in unanticipated costs, taxes or non-realization of expected benefits.*

A tax authority may disagree with tax positions that we have taken, which could result in increased tax liabilities. For example, the U.S. Internal Revenue Service or another tax authority could challenge our allocation of income by tax jurisdiction and the amounts paid between our affiliated companies pursuant to our intercompany arrangements and transfer pricing policies, including amounts paid with respect to our intellectual property development. Similarly, a tax authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable nexus, often referred to as a "permanent establishment" under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions. A tax authority may take the position that material income tax liabilities, interest and penalties are payable by us, in which case, we may decide to contest such assessment. Contesting such an assessment may be lengthy and costly and if we were unsuccessful in disputing the assessment, the implications could increase our anticipated effective tax rate, where applicable.

If a United States person is treated as owning at least 10% of our ordinary shares, such holder may be subject to adverse U.S. federal income tax consequences.

If a "United States person" (as defined by the Internal Revenue Code of 1986, as amended (the "Code")) is treated as owning (directly, indirectly or constructively) at least 10% of the total combined voting power of all classes of our stock entitled to vote or 10% or more of the total value of all classes of our stock, such United States person may be treated as a "United States shareholder" with respect to each "controlled foreign corporation" ("CFC") in our group (if any). Each United States shareholder of a CFC may be required to annually report and include in its U.S. taxable income its pro rata share of "Subpart F income," "global intangible low-taxed income" and investments in U.S. property by the CFC, regardless of whether the CFC makes any distributions. In addition, a United States shareholder that realizes gain from the sale or exchange of shares in a CFC may be required to classify a portion of such gain as dividend income rather than capital gain. An individual who is a United States shareholder with respect to a CFC generally would not be allowed certain tax deductions or foreign tax credits that would be allowed to a United States shareholder that is a U.S. corporation. A non-U.S. corporation generally will be classified as a CFC for U.S. federal income tax purposes if United States shareholders own, directly or indirectly, more than 50% of either the total combined voting power of all classes of stock of such corporation entitled to vote or of the total value of the stock of such corporation. The determination of CFC status is complex and includes attribution rules, the application of which is not entirely certain. Because our group includes at least one U.S. subsidiary (UroGen Pharma, Inc.), if we were to form or acquire any non-U.S. subsidiaries in the future, attribution rules could cause them to be treated as CFCs with respect to any United States person owning (directly, indirectly or constructively) at least 10% of the value or voting power of our ordinary shares.

We cannot provide any assurances that we will assist investors in determining whether we or any non-U.S. subsidiaries that we may form or acquire in the future would be treated as a CFC or whether such investor would be treated as a United States shareholder with respect to any such CFC. Further, we cannot provide any assurances that we will furnish to any United States shareholder information that may be necessary to comply with the reporting and tax paying obligations discussed above. Failure to comply with these reporting obligations may subject you to significant monetary penalties and may prevent the statute of limitations with respect to your U.S. federal income tax return for the year for which reporting was due from starting. U.S. shareholders should consult their tax advisors regarding the potential application of these rules to their investment in our ordinary shares.

Our ability to use our U.S. net operating loss carryforwards and certain other tax attributes to offset future taxable income and taxes may be limited.

Under U.S. federal income tax law, federal net operating losses ("NOLs") incurred in tax years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal NOLs is limited to 80% of taxable income. In addition, under Sections 382 and 383 of the Code, and corresponding provisions of state law, if a corporation undergoes an "ownership change," which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation's ability to utilize its pre-change NOL carryforwards and other pre-change tax attributes to offset its post-change income or taxes may be limited. We have not performed a detailed analysis to determine whether an ownership change under Section 382 of the Code has occurred for UroGen Pharma, Inc. If we undergo or have undergone an ownership change, our ability to utilize NOLs and other tax attributes could be limited by Sections 382 and 383 of the Code. Future changes in our share ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Code. As a result, even if we attain profitability, we may be unable to use a material portion of our NOLs and other tax attributes, which could negatively impact our future cash flows. In addition, at the state level, there may be periods during which the use of net operating loss carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

Risks Related to our Operations in Israel

Our research and development and other significant operations are located in Israel and, therefore, our results may be adversely affected by political, economic and military instability in Israel.*

Our research and development facility is located in Ra'anana, Israel, and certain of our key vendors and suppliers, including Isotopia Molecular Imaging Ltd., our single contracted supplier for the hydrogel contained in *Jelmyto* and UGN-102, are located within Israel. If these or any future facilities in Israel were to be damaged, destroyed or otherwise unable to operate, whether due to war, acts of hostility, earthquakes, fire, floods, hurricanes, storms, tornadoes, other natural disasters, employee malfeasance, terrorist acts, pandemic, power outages or otherwise, or if performance of our research and development is disrupted for any other reason, such an event could delay our clinical trials or, if our product candidates are approved and we choose to manufacture all or any part of them internally, jeopardize our ability to manufacture our products as promptly as our prospective customers will likely expect, or possibly at all. If we experience delays in achieving our development objectives, or if we are unable to manufacture an approved product within a timeframe that meets our prospective customers' expectations, our business, prospects, financial results and reputation could be harmed.

In addition, several countries, principally in the Middle East, restrict doing business with Israel, and additional countries may impose restrictions on doing business with Israel and Israeli companies whether as a result of hostilities in the region or otherwise. Any hostilities involving Israel, terrorist activities, political instability or violence in the region or the interruption or curtailment of trade or transport between Israel and its trading partners could adversely affect our operations and results of operations and adversely affect the market price of our ordinary shares.

In October 2023, Hamas initiated an attack against Israel. In response, Israel's security cabinet declared war against Hamas. Since the commencement of these events, there have been continued hostilities along Israel's northern border with Lebanon (with Hezbollah) and on other fronts from various extremist groups in region, such as the Houthis in Yemen and various rebel militia groups in Syria and Iraq. In addition, Iran launched direct attacks on Israel. Notwithstanding any ceasefires that are entered into, it is possible that the conflict between Israel and Hezbollah in Lebanon, the conflict between Israel and Hamas in Gaza, the Houthi attacks, and other ongoing conflicts will escalate into a greater regional conflict, and that other countries and non-state organizations will join or escalate their involvement in such hostilities.

The scope, intensity and duration of Israel-Hamas war are difficult to predict, as are the economic implications on our business and operations and on Israel's economy in general. For example, these events may be intertwined with wider macroeconomic factors relating to a deterioration of Israel's economic standing that may involve, for instance, a downgrade in Israel's credit rating and outlook by rating agencies. Any of these implications on Israel's security, business, economic or financial conditions may have an adverse effect on our ability to effectively conduct our business, our results of operations and our ability to raise additional funds.

Our commercial insurance does not cover losses that may occur as a result of an event associated with the security situation in the Middle East. Although the Israeli government is currently committed to covering the reinstatement value of certain damages that are caused by terrorist attacks or acts of war, there can be no assurance that this government coverage will be maintained, or if maintained, will be sufficient to compensate us fully for damages incurred. Any losses or damages incurred by us could have a material adverse effect on our business, financial condition and results of operations.

Further, our operations could be disrupted by the obligations of our employees to perform military service. As of March 31, 2025, we had 40 employees based in Israel. Of these employees, some may be military reservists, and may be called upon to perform military reserve duty for periods ranging from several days to several weeks per year (and in some cases more) until they reach the age of 40 (and in some cases, older) and, in the event of a military conflict, may be called to active duty for extended periods of time. For example, following October 7, 2023, the Israeli Defense Forces called up more than 350,000 of its reserve forces to serve. It is possible that there will be further military reserve duty call-ups in the future, which may affect our business due to a shortage of skilled labor and loss of institutional knowledge, and necessary mitigation measures we may take to respond to a decrease in labor availability, such as overtime and third-party outsourcing, for example, may have unintended negative effects and adversely impact our results of operations, liquidity or cash flows.

Provisions of Israeli law and our articles of association may delay, prevent or otherwise impede a merger with, or an acquisition of, us, even when the terms of such a transaction are favorable to us and our shareholders.

Israeli corporate law regulates mergers, requires tender offers for acquisitions of shares above specified thresholds, requires special approvals for transactions involving directors, officers or significant shareholders and regulates other matters that may be relevant to such types of transactions.

Furthermore, Israeli tax considerations may make potential transactions unappealing to us or to our shareholders whose country of residence does not have a tax treaty with Israel granting tax relief to such shareholders from Israeli tax. For example, Israeli tax law does not recognize tax-free share exchanges to the same extent as U.S. tax law. With respect to mergers, Israeli tax law allows for tax deferral in certain circumstances but makes the deferral contingent on the fulfillment of a number of conditions, including, in some cases, a holding period of two years from the date of the transaction during which sales and dispositions of shares of the participating companies are subject to certain restrictions. Moreover, with respect to certain share swap transactions, the tax deferral is limited in time, and when such time expires, the tax becomes payable even if no disposition of the shares has occurred.

These provisions could delay, prevent or impede an acquisition of us or our merger with another company, even if such an acquisition or merger would be considered to be beneficial by some of our shareholders and may limit the price that investors may be willing to pay in the future for our ordinary shares.

It may be difficult to enforce a judgment of a U.S. court against us and our officers and directors in Israel or the United States, to assert U.S. securities laws claims in Israel or to serve process on our officers and directors.

We are incorporated in Israel. One of our directors resides outside of the United States, and most of the assets of this director are located outside of the United States. Therefore, a judgment obtained against us, or this director, including a judgment based on the civil liability provisions of U.S. federal securities laws, may not be collectible in the United States. Moreover, Israeli courts might not enforce judgments rendered outside Israel, which may make it difficult to collect on judgments rendered against us or this director. Additionally, it may also be difficult to effect service of process on this director in the United States or to assert U.S. securities law claims in original actions instituted in Israel. Israeli courts may refuse to hear a claim based on an alleged violation of U.S. securities laws reasoning that Israel is not the most appropriate forum in which to bring such a claim. In addition, even if an Israeli court agrees to hear a claim, it may determine that Israeli law and not U.S. law is applicable to the claim. If U.S. law is found to be applicable, the content of applicable U.S. law must be proven as a fact by expert witnesses, which can be a time consuming and costly process. Certain matters of procedure will also be governed by Israeli law.

There is little binding case law in Israel that addresses the matters described above.

Your rights and responsibilities as a shareholder will be governed by Israeli law, which differs in some material respects from the rights and responsibilities of shareholders of U.S. companies.

The rights and responsibilities of the holders of our ordinary shares are governed by our articles of association and by Israeli law. These rights and responsibilities differ in some material respects from the rights and responsibilities of shareholders in U.S. companies. In particular, a shareholder of an Israeli company has a duty to act in good faith and in a customary manner in exercising its rights and performing its obligations towards the company and other shareholders, and to refrain from abusing its power in the company, including, among other things, in voting at a general meeting of shareholders on matters such as amendments to a company's articles of association, increases in a company's authorized share capital, mergers and related party transactions requiring shareholder approval, as well as a general duty to refrain from discriminating against other shareholders. In addition, a shareholder who is aware that it possesses the power to determine the outcome of a vote at a meeting of the shareholders or to appoint or prevent the appointment of a director or executive officer in the company has a duty of fairness toward the company.

There is limited case law available to assist us in understanding the nature of these duties or the implications of these provisions. These provisions may be interpreted to impose additional obligations and liabilities on holders of our ordinary shares that are not typically imposed on shareholders of U.S. companies.

Risks Related to Our Management and Employees

We depend on our executive officers and key clinical, technical and commercial personnel to operate our business effectively, and we must attract and retain highly skilled employees in order to succeed.*

Our success depends upon the continued service and performance of our executive officers who are essential to our growth and development. The loss of one or more of our executive officers could delay or prevent the continued successful implementation of our growth strategy, could affect our ability to manage our company effectively and to carry out our business plan, or could otherwise be detrimental to us. As of March 31, 2025, we had 234 employees. Therefore, knowledge of our product candidates and clinical trials is concentrated among a small number of individuals. Members of our executive team as well as key clinical, scientific, technical and commercial personnel may resign at any time and there can be no assurance that we will be able to continue to retain such personnel. If we cannot recruit suitable replacements in a timely manner, our business will be adversely impacted.

Our growth and continued success will also depend on our ability to attract and retain additional highly qualified and skilled research and development, operational, managerial and finance personnel. However, we face significant competition for experienced personnel in the pharmaceutical field. Many of the other pharmaceutical companies that we compete against for qualified personnel have greater financial and other resources, different risk profiles and a longer history in the industry than we do. They also may provide more diverse opportunities and better chances for career advancement. Some of these characteristics may be more appealing to quality candidates than what we have to offer. If we cannot retain our existing skilled scientific and operational personnel and attract and retain sufficiently skilled additional scientific and operational personnel, as required, for our research and development and manufacturing operations on acceptable terms, we may not be able to continue to develop and commercialize our existing product candidates or new products. Further, any failure to effectively integrate new personnel could prevent us from successfully growing our company.

General Risk Factors

If equity research analysts do not publish research or reports about us or our business or if they issue unfavorable commentary or downgrade our ordinary shares, the price of our ordinary shares could decline.

The trading market for our ordinary shares relies in part on the research and reports that equity research analysts publish about us and our business, if at all. We do not have control over these analysts, and we do not have commitments from them to write research reports about us. The price of our ordinary shares could decline if no research reports are published about us or our business, or if one or more equity research analysts downgrade our ordinary shares or if those analysts issue other unfavorable commentary or cease publishing reports about us or our business.

Our business could be negatively affected as a result of actions of activist shareholders, and such activism could impact the trading value of our securities.

Shareholders may, from time to time, engage in proxy solicitations or advance shareholder proposals, or otherwise attempt to effect changes and assert influence on our board of directors and management. Activist campaigns that contest or conflict with our strategic direction or seek changes in the composition of our board of directors could have an adverse effect on our operating results and financial condition. A proxy contest would require us to incur significant legal and advisory fees, proxy solicitation expenses and administrative and associated costs and require significant time and attention by our board of directors and management, diverting their attention from the pursuit of our business strategy. Any perceived uncertainties as to our future direction and control, our ability to execute on our strategy, or changes to the composition of our board of directors or senior management team arising from a proxy contest could lead to the perception of a change in the direction of our business or instability which may result in the loss of potential business opportunities, make it more difficult to pursue our strategic initiatives, or limit our ability to attract and retain qualified personnel and business partners, any of which could adversely affect our business and operating results. If individuals are ultimately elected to our board of directors with a specific agenda, it may adversely affect our ability to effectively implement our business strategy and create additional value for our shareholders. We may choose to initiate, or may become subject to, litigation as a result of a proxy contest or matters arising from a proxy contest, which would serve as a further distraction to our board of directors and management and would require us to incur significant additional costs. In addition, actions such as those described above could cause significant fluctuations in our share price based upon temporary or speculative market perceptions or other factors that do not necessarily reflect the underlying fundamentals and prospects of our business.

Adverse developments affecting the financial services industry could adversely affect our current and projected business operations and our financial condition and results of operations.

Adverse developments that affect financial institutions, such as events involving liquidity that are rumored or actual, have in the past and may in the future lead to bank failures and market-wide liquidity problems. For example, on March 10, 2023, Silicon Valley Bank (“SVB”) was closed by the California Department of Financial Protection and Innovation, which appointed the Federal Deposit Insurance Corporation (“FDIC”) as receiver. Similarly, on March 12, 2023, Signature Bank and Silvergate Capital Corp. were each swept into receivership. In addition, on May 1, 2023, the FDIC seized First Republic Bank and sold its assets to JPMorgan Chase & Co. It is uncertain whether the U.S. Department of Treasury, FDIC and Federal Reserve Board will provide access to uninsured funds in the future in the event of the closure of other banks or financial institutions, or that they would do so in a timely fashion.

Although we assess our banking relationships as we believe necessary or appropriate, our access to cash in amounts adequate to finance or capitalize our current and projected future business operations could be significantly impaired by factors that affect the financial institutions with which we have banking relationships. These factors could include, among others, events such as liquidity constraints or failures, the ability to perform obligations under various types of financial, credit or liquidity agreements or arrangements, disruptions or instability in the financial services industry or financial markets, or concerns or negative expectations about the prospects for companies in the financial services industry. These factors could also include factors involving financial markets or the financial services industry generally. The results of events or concerns that involve one or more of these factors could include a variety of material and adverse impacts on our current and projected business operations and our financial condition and results of operations. These could include, but may not be limited to, delayed access to deposits or other financial assets or the uninsured loss of deposits or other financial assets; or termination of cash management arrangements and/or delays in accessing or actual loss of funds subject to cash management arrangements.

In addition, widespread investor concerns regarding the U.S. or international financial systems could result in less favorable commercial financing terms, including higher interest rates or costs and tighter financial and operating covenants, or systemic limitations on access to credit and liquidity sources, thereby making it more difficult for us to acquire financing on acceptable terms or at all. Any decline in available funding or access to our cash and liquidity resources could, among other risks, adversely impact our ability to meet our operating expenses, financial obligations or fulfill our other obligations, result in breaches of our financial and/or contractual obligations or result in violations of federal or state wage and hour laws. Any of these impacts, or any other impacts resulting from the factors described above or other related or similar factors not described above, could have material adverse impacts on our liquidity and our current and/or projected business operations and financial condition and results of operations.

Unstable market, economic and geo-political conditions may have serious adverse consequences on our business, financial condition and share price.

The global credit and financial markets have experienced extreme volatility and disruptions in the past. These disruptions can result in severely diminished liquidity and credit availability, increase in inflation, declines in consumer confidence, declines in economic growth, increases in unemployment rates, further bank failures and uncertainty about economic stability. There can be no assurance that further deterioration in credit and financial markets and confidence in economic conditions will not occur. Our general business strategy may be adversely affected by any such economic downturn, volatile business environment, higher inflation, bank failures or continued unpredictable and unstable market conditions. If the equity and credit markets deteriorate, it may make any necessary debt or equity financing more difficult, more costly and more dilutive. Our portfolio of corporate and government bonds could also be adversely impacted. Failure to secure any necessary financing in a timely manner and on favorable terms could have a material adverse effect on our operations, growth strategy, financial performance and share price and could require us to delay or abandon clinical development plans. In addition, there is a risk that one or more of our current service providers, manufacturers and other partners may not survive an economic downturn or rising inflation, which could directly affect our ability to attain our operating goals on schedule and on budget.

Other international and geo-political events could also have a serious adverse impact on our business. For instance, in February 2022, Russia initiated military action against Ukraine. In response, the United States and certain other countries imposed significant sanctions and trade actions against Russia and could impose further sanctions, trade restrictions, and other retaliatory actions. In October 2023, Hamas initiated an attack against Israel, provoking a war, other hostilities and the risk of a larger conflict. While we cannot predict the broader consequences, these conflicts and retaliatory and counter-retaliatory actions could materially adversely affect global trade, currency exchange rates, inflation, regional economies, and the global economy, which in turn may increase our costs, disrupt our supply chain, impair our ability to raise or access additional capital when needed on acceptable terms, if at all, or otherwise adversely affect our business, financial condition, and results of operations.

Our business could be negatively impacted by environmental, social and corporate governance matters or our reporting of such matters.*

There is an increasing focus from certain investors, employees, partners, and other stakeholders concerning environmental, social and corporate governance matters. We may be, or be perceived to be, not acting responsibly in connection with these matters, which could negatively impact us. For instance, the SEC recently finalized rules designed to enhance and standardize climate-related disclosures, which were stayed pending judicial review, and the SEC subsequently voted to cease its defense of the climate-related disclosure rules, effectively halting their implementation. If other climate-related disclosure rules or other ESG rules become effective or become applicable to us, they may significantly increase our compliance and reporting costs and may also result in disclosures that certain investors or other stakeholders deem to negatively impact our reputation and/or that harm our share price.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

On January 24, 2025, we issued 3,206,271 ordinary shares upon exercise of 3,206,271 pre-funded warrants for the purchase of ordinary shares of the Company at an exercise price of \$0.001 per share. The pre-funded warrants were originally issued in a private placement and pursuant to a Securities Purchase Agreement in July 2023. The offer and sale of the ordinary shares issued upon exercise of the pre-funded warrants was made in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"). The holders of the pre-funded warrants represented that they are accredited investors, as such term is defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, and that they were acquiring the securities for investment purposes only and not with a view to any resale, distribution or other disposition of the securities in violation of U.S. federal securities laws.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

The following exhibits are filed as part of this report:

Exhibit Number	Description
3.1	Articles of Association of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Form 6-K (File No. 001-38079), filed with the SEC on May 18, 2017).
10.1† **	Asset Purchase Agreement by and among the Registrant and IconOVir Bio, Inc., dated as of February 14, 2025, as amended March 18, 2025.
31.1	Certification of Principal Executive Officer pursuant to Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Principal Financial Officer pursuant to Rules 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1#	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2#	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – The instance document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	The cover page from the Company's Quarterly Report on Form 10-Q has been formatted in Inline XBRL

† Certain information in this exhibit has been redacted pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both not material and is the type of information that the registrant treats as private or confidential.

** Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K.

The information in Exhibits 32.1 and 32.2 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act (including this Quarterly Report), unless the Registrant specifically incorporates the foregoing information into those documents by reference.

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 thereunto duly authorized.

UroGen Pharma Ltd.

May 12, 2025

By: _____
/s/ Elizabeth Barrett
Elizabeth Barrett
Chief Executive Officer
(Principal Executive Officer)

May 12, 2025

By: _____
/s/ Chris Degnan
Chris Degnan
Chief Financial Officer
(Principal Financial and Accounting Officer)

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY “[***]”, HAS BEEN OMITTED BECAUSE UROGEN PHARMA LTD. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION UROGEN PHARMA LTD. CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL

Execution Version

ASSET PURCHASE AGREEMENT

BETWEEN

**ICONOVIR BIO, INC.,
UROGEN PHARMA, INC.**

AND

UROGEN PHARMA LTD.

Dated as of

February 14, 2025

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of February 14, 2025, is made by and between **UroGen Pharma Ltd.**, a company organized under the laws of Israel ("**Parent**"), **UroGen Pharma, Inc.**, a Delaware corporation ("**Buyer**"), and **IconOVir Bio, Inc.**, a Delaware corporation ("**Seller**").

A. Seller is developing a product candidate named ICVB-1042 ("**ICVB-1042**"); and

B. Seller wishes to sell to Buyer, and Buyer wishes to (a) purchase (or cause its Affiliates to purchase) from Seller the Transferred Assets (as defined herein) and (b) assume (or cause its Affiliates to assume) the Assumed Liabilities (as defined herein), in each case, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1

DEFINITIONS

Section 1.1 Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

"**Accounting Firm**" means a nationally recognized independent (as to Buyer and Seller) accounting firm reasonably acceptable to Buyer and Seller.

"**Accounting Standards**" means, with respect to a Selling Party and the calculation of Net Sales for the purposes of this Agreement, U.S. GAAP or International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable, in each case, which are currently used at the relevant time and consistently applied by the applicable Selling Party.

"**Affiliate**" means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such Person, but for only so long as such control exists (and for this purpose, the term "control" means the power to direct the management and policies of a Person (directly or indirectly), whether through ownership of voting securities, by Contract or otherwise (and the terms controlling and controlled have meanings correlative to the foregoing)).

"**Agreement**" has the meaning set forth in the preamble.

"**Allocation Methodology Schedule**" has the meaning set forth in Section 7.5(d).

"**Allocation Statement**" has the meaning set forth in Section 7.5(d).

"**Ancillary Agreements**" means the Assignment and Assumption Agreement, the Bill of Sale, the Confidentiality Agreement, and the other documents, instruments, exhibits, annexes, schedules or certificates contemplated hereby and thereby.

"**Assignment and Assumption Agreement**" means an Assignment and Assumption Agreement, substantially in the form attached hereto as **Exhibit A** and executed concurrently with the execution and delivery of this Agreement, to effect the assignment of the Transferred Assets as contemplated by this Agreement.

“**Assumed Liabilities**” has the meaning set forth in Section 2.3(a).

“**Bill of Sale**” means a Bill of Sale, substantially in the form attached hereto as **Exhibit B** and executed concurrently with the execution and delivery of this Agreement to transfer the Transferred Assets to Buyer as contemplated by this Agreement.

“**Biosimilar Competition**” means, with respect to an ICVB-1042 Product in a jurisdiction and a Calendar Quarter, that the aggregate number of units of all Biosimilar Products to such ICVB-1042 Product sold in such jurisdiction in such Calendar Quarter is at least twenty-five percent (25%) of the sum of the number of units of such ICVB-1042 Product sold in such jurisdiction in such Calendar Quarter and the aggregate number of units of all such Biosimilar Products sold in such jurisdiction in such Calendar Quarter, where unit volume sales will be identified and calculated based on relevant information published by IQVIA, any successor to IQVIA, or any other similar Third Party source reasonably agreed upon by the Parties.

“**Biosimilar Product**” means, with respect to an ICVB-1042 Product sold by or on behalf of a Milestone Party in a jurisdiction, any pharmaceutical/biologic product that: (a) is sold in such jurisdiction under an independent marketing authorization by a Third Party that is not a licensee of a Milestone Party and did not purchase or acquire such product in a chain of distribution that included a Milestone Party; and (b) has received such marketing authorization as a “generic medicinal product,” “biosimilar,” “bioequivalent,” “similar biological medicinal product,” or similar designation by the applicable Regulatory Authority in such jurisdiction, pursuant to an approval process in accordance with the then-current rules and regulations in such jurisdiction, whereby the “reference medicinal product,” “reference listed product” or similar designation used in such marketing authorization in such jurisdiction relies upon or references such ICVB-1042 Product as the reference product, including through the pathway under Section 505(b)(2) of the FDCA or Section 505(j) of the FDCA or Section 351(k) of the Public Health Service Act (or similar pathways outside the U.S.) or Article 10 of Directive 2001/83/EC.

“**BLA**” means a Biologics License Application (as defined in 42 U.S.C. § 262, 21 C.F.R. § 601.2(a), as amended from time to time) submitted to the FDA, or any foreign counterpart to the foregoing filed with any Regulatory Authority outside of the United States, in each case, including all amendments and supplements thereto.

“**Business**” means the pre-clinical and clinical research and development (including formulation and manufacturing development and analytical method development) of Products as conducted by Seller and its Affiliates immediately prior to the Closing Date.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which banks in New York, New York are permitted or required to close by applicable Law.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer Indemnified Parties**” has the meaning set forth in Section 8.2.

“**Buyer Schedules**” means, collectively, the disclosure schedules, dated as of the date hereof, delivered by Parent and Buyer to Seller, as supplemented or amended in accordance with this Agreement, which forms a part of this Agreement.

“**Calendar Quarter**” means the three (3)-month period commencing on January 1, April 1, July 1, and October 1 during a given Calendar Year (defined below).

“**Calendar Year**” means the twelve (12)-month period commencing on January 1 and ending on December 31 of a given year.

“**Clinical Supply**” means all of Seller’s inventory of active pharmaceutical ingredients and drug product for all Products.

“**Clinical Trial**” means that certain clinical trial entitled “Phase 1 First-in-Human Dose Escalation and Expansion Study to Assess Safety and Tolerability of Intravenous Administration of ICVB-1042 in Patients with Advanced Solid Tumors” (ClinicalTrials.gov ID: NCT05904236.)

“**Closing**” and “**Closing Date**” have the respective meanings set forth in Section 4.1.

“**Code**” means the United States Internal Revenue Code of 1986.

“**Combination Product**” means a Product that contains a Construct as an active ingredient and includes at least one additional active therapeutic ingredient other than a Construct (each, an “**Other Active**”), either as a fixed dose combination, co formulated product or sold in a single package or container, or otherwise co-prescribed or bundled as a single unit, and sold for a single price. Drug delivery vehicles, adjuvants, and excipients shall not be deemed to be “active therapeutic ingredients”, except in the case where such delivery vehicle, adjuvant, or excipient is recognized by the FDA as an active ingredient in accordance with 21 CFR § 210.3(b)(7).

“**Commercially Reasonable Efforts**” means that level of efforts and resources consistent with the commercially reasonable practices typically devoted by a pharmaceutical company of similar size and resources to Buyer to the development, manufacture and commercialization of a pharmaceutical or biologic product of similar commercial potential at a similar stage in its lifecycle based on conditions then prevailing, in each case taking into account all relevant factors, including issues of safety and efficacy, product profile, the proprietary position of such product (including patent coverage and regulatory exclusivity), actual or anticipated Regulatory Authority approved labeling, the nature and extent of development, manufacturing and commercialization costs, time required for and likelihood of obtaining Regulatory Approval (including pricing approval), actual or anticipated product pricing and reimbursement, actual or projected profitability, and the competitiveness of products or therapies under development or in the marketplace. When determining Commercially Reasonable Efforts, any payments payable by Buyer to any Third Party to effect the development, manufacture and commercialization or to Seller under this Agreement may be considered. Commercially Reasonable Efforts will be determined on a country-by-country basis and the Parties acknowledge that the standard may change over time.

“**Confidentiality Agreement**” has the meaning set forth in Section 7.1(a).

“**Construct**” means ICVB-1042 or any other adenovirus, or any derivative or modification of an adenovirus, developed or conceived by or on behalf of Seller or any of its Affiliates.

“**Contract**” means any legally binding contract, subcontracts, agreement, instrument, lease, license, commitment, sales and purchase orders, and other instruments, arrangements or understandings of any kind, together with amendments, modifications and supplements thereto.

“**Control**” means, with respect to any document, information, material or Intellectual Property right, possession of the right, whether directly or indirectly, and whether by ownership, license or otherwise, to sell, transfer or assign or grant a license, sublicense or other right (including the right to reference any regulatory documentation) to or under such document, information, material, or Intellectual Property right to the extent permitted under applicable Law and as provided for herein without violating the terms of any agreement or other Contract with any Third Party.

“**Covers**” means, with respect to a particular Patent and a composition of matter, article or method (including methods of use and methods of manufacture), such as a referenced product, activity or service, that such Patent would be infringed by the unauthorized making, use, sale, offer for sale, sale, copying, distribution, display, practice, performance, import, export, lease or other disposition, of such composition of matter, article or method.

“**cGMP**” means current good manufacturing practices as defined in the U.S. Code of Federal Regulations, 21 C.F.R. Parts 210 et seq., and any successor regulatory schemes, as well as any corresponding requirements in other regulatory jurisdictions.

“**Dollars**” means U.S. dollars.

“**EMA**” means the European Medicines Agency or any successor agency thereto.

“**Encumbrance**” means any mortgage, charge, lien, security interest, easement, right of way, pledge restriction or encumbrance of any kind.

“**Enforceability Exceptions**” has the meaning set forth in Section 5.2.

“**Exchange Act**” means the Securities Exchange Act of 1934.

“**Excluded Assets**” has the meaning set forth in Section 2.2(b).

“**Excluded Contracts**” has the meaning set forth in Section 2.2(b)(ix).

“**Excluded Liabilities**” has the meaning set forth in Section 2.3(b).

“**FDA**” means the U.S. Food and Drug Administration or any successor agency thereto.

“**FDCA**” means the United States Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq., as amended from time to time.

“**First Commercial Sale**” means, with respect to a Product and a country, the first sale for monetary value for use or consumption by the Third Party end user of such Product in such country after all Regulatory Approvals for the sale of such Product in such country have been granted by the applicable Regulatory Authority or Governmental Authority of such country. Sales prior to receipt of all Regulatory Approvals for such Product in such country, such as so called “treatment IND sales,” and “compassionate use sales,” shall not be construed as a First Commercial Sale.

“**Fraud**” means, with respect to any Person, intentional common law fraud under Delaware Law in the making of one or more of the representations and warranties set forth in this Agreement or any Ancillary Agreement.

“**Fundamental Representations**” means the representations and warranties set forth in Section 5.1 (Seller Organization; Good Standing), Section 5.2 (Authority; Enforceability), Section 5.3 (No Conflicts), Section 5.5 (Title to Transferred Assets), Section 5.9 (Brokers), Section 5.12 (Taxes), Section 6.2 (Authority; Enforceability), and Section 6.10 (Valid Issuance).

“**Governmental Authority**” means any supra-national, federal, foreign, national, state, county, local, municipal or other governmental, regulatory or administrative authority, agency, commission or other instrumentality, any court, tribunal or arbitral body with competent jurisdiction, including Regulatory Authorities.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Healthcare Laws" means the applicable Laws of all Regulatory Authorities relating to the research, development, testing, manufacture, handling, production, preparation, propagation, compounding, conversion, pricing, labeling, packaging, marketing, promotion, sale, distribution, coverage, or reimbursement of a drug, device, biological or other medical item, supply or service, including the FDCA, the Public Health Service Act, 42 U.S.C. § 201 et seq., the Medicare statute, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll, the Medicaid statute, Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5; the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the criminal false regulatory authority statements law, 42 U.S.C. § 1320a-7b(a); the federal False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a; the Exclusions Law, 42 U.S.C. § 1320a 7; the Patient Protection and Affordable Care Act (Pub. L. 111-148), as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. 111-152); the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d et seq., as amended by the Health Information Technology for Economic and Clinical Health Act, 42 U.S.C. §§ 17921 et seq. and their implementing regulations (collectively, **"HIPAA"**); the federal criminal fraud statutes at 18 U.S.C. §§ 286, 287, 1347 and 1349; the federal Physician Self-Referral Law, 42 U.S.C. §1395nn; the Physician Payment Sunshine Act, 42 U.S.C. § 1320a-7h; all Laws concerning beneficiary inducement, false claims, false billing, false coding, reimbursement and reassignment, or financial relationships with referral sources; all Laws regarding health record documentation or related record retention requirements, prior authorizations and pre-certifications, or medical necessity; all Laws pursuant to which Permits are issued; and all similar state or local Laws that address the subject matter of the foregoing.

"ICVB-1042 Product" means any Product, including a Combination Product that incorporates or comprises ICVB-1042. Two ICVB-1042 Products shall be considered distinct only if they contain different active ingredients.

"Inbound Licenses" has the meaning set forth in Section 5.13(e).

"Indemnified Party" has the meaning set forth in Section 8.5(a).

"Intellectual Property" means (a) Patents; (b) Know-How; (c) works of authorship, copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (d) mask works and applications, registrations and renewals in connection therewith; (e) software and database rights; (f) copies and tangible embodiments and expressions (in whatever form or medium), all improvements and modifications and derivative works of any of the foregoing; and (g) all rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom.

"IT Systems" means all information technology and computer systems relating to the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of data or information used in or necessary for the conduct of the business of the Seller or its Affiliates at any time, including without limitation, any such systems hosted or operated by a third party for or on behalf of the Company or used in connection with the business of the Seller or its Affiliates.

"IRS" means the United States Internal Revenue Service.

"Know-How" means technical information, know-how and data, including inventions (whether patentable or not), discoveries, trade secrets, specifications, instructions, processes and formulae, including all biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical, safety, quality control, preclinical and clinical data.

"Knowledge" of Seller or Buyer, as the case may be, means all such facts, circumstances or other information, of which [***] is actually aware or would reasonably be expected to have become aware after (and assuming) a due inquiry under the circumstances.

"Law" means any applicable law, judgment, order, decree, statute, ordinance, rule, code, regulation, directive or other requirement or rule of law enacted, issued or promulgated by any Governmental Authority.

“Liability” means any debt, liability, claim, expense, Tax, commitment or obligation of whatever kind, whether known or unknown, direct or indirect, accrued or fixed, absolute or contingent, due or to become due, matured or not or determined or determinable, vested or unvested, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, and whether or not the same is required to be accrued on the financial statements of such Person.

“Licensed Intellectual Property” means all Intellectual Property that is Controlled, but not owned (in whole or in part) by Seller or any of its Affiliates.

“Losses” means any and all damages, losses, Liabilities, Taxes, judgments, penalties, costs and expenses actually suffered or incurred and paid (including reasonable legal fees and expenses incurred in investigating and/or prosecuting any claim for indemnification).

“Malicious Code” means any “back door,” “drop dead device,” “time bomb,” **“Trojan horse,”** “virus,” “worm,” “spyware” or “adware” (as such terms are commonly understood in the software industry) or any other code designed or intended to have or capable of performing or facilitating, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (ii) compromising the privacy or data security of a user or damaging or destroying any data or file without the user’s consent.

“Maximum Number of Securities” means the maximum dollar amount or maximum number of securities that can be sold in an underwritten offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering.

“Milestone Parties” means, collectively, Buyer, its Affiliates, and any other Person (such as a licensee) who is granted, receives or otherwise is transferred rights to commercialize ICVB-1042 Products (in whole or in part), excluding any Third Party conducting services on behalf of any of the foregoing and excluding distributors that purchase ICVB-1042 Products from any of the foregoing.

“Milestone Payment” has the meaning set forth in Section 3.2(b).

“Net Sales” means, with respect to an ICVB-1042 Product, the gross amounts invoiced for sales or other dispositions of such ICVB-1042 Product by or on behalf of any Milestone Party (each, a **“Selling Party”**) to Third Parties (including wholesalers or distributors) in bona fide arm’s length transactions, less the following deductions in each case actually allowed and taken with respect to such ICVB-1042 Product, determined in each case in accordance with Accounting Standards:

(i) credits or allowances given or made for rejection, recall or return of previously sold ICVB-1042 Product or for retroactive price reductions and billing errors;

(ii) cash and non-cash coupons, co-payment support programs, discounts (including cash, trade and quantity), rebates, chargeback payments, administrative fees (e.g., Federal Supply Schedule-Industrial Funding Fee, administration rebates for all chargeback units sold to Big 4/OGA contracted entities, etc.) and any other similar allowances granted to any non-related party (including to managed health care organizations, group purchasing organizations, pharmacy benefit managers (or equivalents thereof), national, state/provincial, local, and other governments, their agencies and purchasers and reimbursors, or to trade customers (and other similar entities and institutions));

(iii) compulsory payments, price reductions, and cash rebates imposed on, negotiated with, or otherwise paid on sales of such ICVB-1042 Product paid to a Governmental Authority (or agent thereof) pursuant to applicable Law by reason of any national or local health insurance program or similar program, including fees levied by a Governmental Authority as a result of applicable Law;

(iv) Taxes, duties, or other governmental charges (including any Tax such as a value added or similar Tax, other than any Taxes based on income) directly levied on or measured by the billing amount for such ICVB-1042 Product, as adjusted for rebates and refunds, reimbursements and credits;

(v) amounts written off by reason of uncollectible debt, provided that if the debt is thereafter paid, the corresponding amount will be added to the Net Sales of the period during which it is paid; and

(vi) amounts invoiced for freight out, postage, customs charges, shipping, insurance, packaging materials and other transportation and handling charges for delivery of such ICVB-1042 Product.

In no event will any particular amount identified above be deducted more than once in calculating Net Sales. Net Sales will be calculated on an accrual basis, in a manner consistent with Accounting Standards. To the extent any accrued amounts used in the calculation of Net Sales are estimates, such estimates shall be true-up in accordance with Accounting Standards, and Net Sales and related payments under this Agreement shall be reconciled as appropriate. Sales of ICVB-1042 Products among Buyer and other Milestone Parties shall be excluded from the computation of Net Sales, but the subsequent resale of an ICVB-1042 Product to a Third Party shall be included within the computation of Net Sales. The supply of ICVB-1042 Products as samples in reasonable quantities for charitable or promotional purposes, for use in non-clinical trials or clinical trials or any test or other studies reasonably necessary to comply with any applicable Laws, or other instances that are otherwise normal and customary in the industry where reasonable quantities of ICVB-1042 Product is supplied free of charge or at a cost no higher than the fully burdened manufacturing cost for such ICVB-1042 Product shall not be included in the computation of Net Sales.

If an ICVB-1042 Product is a Combination Product in a country, the Net Sales for such Combination Product in such country for the applicable reporting period shall be calculated as follows:

(a) If both (x) a product containing ICVB-1042 as its sole active ingredient (the "**Mono Product**") and (y) the Other Active are sold separately in such country in the same dosage and form as the Combination Product during the applicable reporting period, then Net Sales for the Combination Product shall be calculated by multiplying the Net Sales amount for the Combination Product during the applicable reporting period, calculated as set forth above, by the fraction $A/(A+B)$, where A is the weighted average per unit selling price in such country of the Mono Product sold separately (without any Other Active) in the same formulation and dosage in a comparable indication, and B is the weighted average per unit selling price in such country of the Other Active (in the same formulation and dosage in a comparable indication as in the Combination Product) in the Combination Product, as applicable, in each case sold separately during such reporting period.

(b) If both the Mono Product or Other Active(s) in the Combination Product are sold separately in such country during such reporting period, but not at an equivalent dosage or form as contained in the Combination Product, then the price when sold separately shall be adjusted proportionally based on dosage or form to determine the imputed price of a product containing the relevant dosage or form of the relevant active ingredient when sold separately, which dosage is equivalent to that of the Combination Product.

(c) If the Mono Product is sold separately in such country during such reporting period but products containing as their sole active ingredients the Other Actives in such Combination Product are not sold separately in such country during such reporting period, the Net Sales attributable to such Combination Product shall be calculated by multiplying the Net Sales of such Combination Product by the fraction A/C where: "**A**" is the weighted average per unit selling price for the Mono Product during such reporting period in such country, and "**C**" is the weighted average per unit selling price for such Combination Product in such country during such reporting period.

(d) If neither ICVB-1042 nor the Other Active(s) were sold separately in such country during the applicable reporting period at any dosage strength, then Net Sales will be agreed to by the Parties in good faith based on the relative value contributed by ICVB-1042 and the Other Active(s) and each Party's agreement shall not be unreasonably withheld, conditioned or delayed. If the Parties cannot agree on the calculation of Net Sales despite good faith negotiation, either Party may then refer such matter to the Senior Executives for attempted resolution during a period of fifteen (15) Business Days. If, following such escalation, the Parties are still unable to agree upon the allocation of value in such Combination Product, then either Party wishing for further resolution shall refer such matter to be determined by a single Third Party independent valuation expert with not less than fifteen (15) years of experience in the biotechnology or pharmaceutical industry, including experience in connection with the commercialization, pricing and reimbursement of biological combination products, to be appointed by mutual agreement of Buyer and Seller (the "**Expert**"), provided that if the Parties are unable to agree upon a suitable Expert, each Party shall select a suitable independent individual that is a Third Party, and such two individuals shall select the Expert responsible for determining the dispute. The decision of the Expert shall be binding on the Parties absent any undisclosed conflict of interest or manifest error. The Parties shall share equally the fees charged by the Expert.

"**Net Sales Milestone**" means cumulative aggregate worldwide Net Sales of all ICVB-1042 Products equal to or in excess of [***].

"**Non-Transferable Asset**" has the meaning set forth in Section 2.4.

"**Ordinary Course of Business**" means the ordinary and usual course of normal day to day operations of the Business through the date hereof consistent with past practice.

"**Organizational Documents**" means the articles or certificate of formation or incorporation, bylaws, limited liability company agreement, operating agreement, partnership agreement or other governing documents of an entity.

"**Owned Product Intellectual Property**" means Product Intellectual Property that is owned or purported to be owned by Seller or its Affiliates.

"**Parent**" has the meaning set forth in the preamble.

"**Parent Shares**" means the ordinary shares of Parent, par value NIS 0.01 per share.

"**Party**" or "**Parties**" means the parties to this Agreement.

"**Patents**" means patents, patent applications and patent disclosures, together with any reissuances, provisionals, divisionals, substitutions, continuations, continuations-in-part, revisions, extensions and reexaminations thereof, in all instances including the United States and all foreign equivalents anywhere throughout the world.

"**Patent Documents**" means all (a) prosecution files for each of the Patents included in the Transferred Assets and any other Patents for which Seller or its Affiliate is responsible for filing or prosecution; (b) assignment agreements and all inventor assignment agreements; and (c) documents, records, and files in the possession and Control of Seller, its counsel, or its agents with respect to (i) the conception and reduction to practice (and diligence in reduction to practice) of the inventions of any of the Patents included in the Transferred Assets, or (ii) the filing, prosecution, registration, continuation, continuation-in-part, reissuance, correction, enforcement, defense, and maintenance of the Patents included in the Transferred Assets and any other Patents for which Seller or its Affiliate is responsible for filing or prosecution.

“Permits” means all consents, approvals, authorizations, certificates, filings, notices, permits, concessions, registrations, franchises, licenses or rights of or issued by any Regulatory Authority or other Governmental Authority, including Regulatory Approvals.

“Permitted Encumbrances” means: (i) statutory Encumbrances for Taxes that are not yet due and payable; (ii) Encumbrances imposed by applicable Law (including materialmen’s, mechanics’, carriers’, workmen’s and repairmen’s liens and transfer restrictions imposed by national, federal or state securities laws); and (iii) pledges or deposits to secure obligations under applicable Law to secure public or statutory obligations.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, trust, business association, organization, Governmental Authority or other entity.

“Personal Data” means any information or data that either (i) is defined as “personally identifiable information,” “personal data,” “personal information,” or other similar term by any applicable Privacy Requirements, or (ii) relates to an identified or identifiable natural person, or that is reasonably capable of being used to identify, contact, or precisely locate a natural person.

“Post-Closing Transferred Contracts” has the meaning set forth in Section 2.4(c).

“Privacy Laws” means each applicable Law and all binding regulatory guidance concerning (i) the privacy, secrecy, security, protection, sharing, sale, disposal, international transfer or other Processing of Sensitive Data, and incident reporting and Security Incident notification requirements; (ii) direct marketing, e-mails, communication by text messages or initiation, transmission, monitoring, recording, or receipt of communications (in any format, including without limitation voice, video, email, phone, text messaging, or otherwise); and (iii) consumer protection.

“Privacy Notice” or **“Privacy Notices”** means each external or internal, past or present, policy, representation, statement, or notice made by the Seller or its Affiliates, including without limitation, privacy policies published on the Seller’s or its Affiliate’s websites or otherwise made available by the Seller or its Affiliates to any Person (including without limitation, employees, contractors, clinical trial participants, end users or the general public), relating to the Processing of Sensitive Data.

“Proceeding” means any civil, criminal, judicial, administrative or arbitral actions, suits, hearings, litigation, proceedings (public or private), claims, investigations by or before a Governmental Authority, arbitrator, mediator or expert.

“Process” or **“Processing”** means any operation or set of operations, with respect to data or information, whether or not by automated means, such as the use, collection, processing, storage, recording, organization, adaption, alteration, transfer, retrieval, consultation, disclosure, dissemination, combination, erasure, or destruction of such data, or any other operation that is otherwise considered “processing” or similar term under applicable Privacy Laws.

“Product” means any product that incorporates or comprises a Construct, in any form, formulation or route of administration, including any Combination Product.

“Product IND” means the investigational new drug application authorized by the FDA with respect to ICVB-1042 and identified as IND 29086.

“Product Intellectual Property” means the Intellectual Property Controlled by Seller or any of its Affiliates that is necessary for, or specifically relates to, the development, manufacture, use, commercialization or other exploitation of any Product. All Registered Intellectual Property existing as of the Closing Date is listed on Schedule 5.13(a) of the Seller Schedules.

“Purchase Price” has the meaning set forth in Section 3.1(c).

“**Records**” has the meaning set forth in Section 2.2(a)(ii).

“**Registered Intellectual Property**” has the meaning set forth in Section 5.13(a).

“**Registrable Shares**” means the Parent Shares; *provided, however*, that a security shall cease to be a Registrable Share upon the earliest to occur of the following: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of the such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the SEC) (but with no volume or other restrictions or limitations); or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“**Registration Statement**” means any registration statement that covers the Registrable Shares pursuant to the provisions of this Agreement, including the prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“**Regulatory Approval**” means, with respect to a product in the applicable regulatory jurisdiction, all permits, licenses, certificates, approvals, clearances, or other notifications or authorizations of or recognized by the applicable Regulatory Authority necessary to conduct clinical trials of, commercially manufacture, distribute, market, sell and/or use such product in such regulatory jurisdiction in accordance with applicable Law (including BLAs, pricing and reimbursement approvals (where required for commercial sale), pre- and post-approval marketing authorizations, labeling approvals and all supplements and amendments to any of the foregoing).

“**Regulatory Authority**” means any applicable supranational, federal, foreign, national, regional, state, provincial, local or municipal regulatory agencies, departments, bureaus, commissions, councils or other Governmental Authority (including the FDA) and EMA regulating or otherwise exercising authority over the testing, development, manufacture, use, storage, import, transport, promotion, marketing, distribution, offer for sale, sale, or other commercialization of pharmaceutical products in a given jurisdiction, having regulatory jurisdiction over the manufacture, distribution, and sale of pharmaceutical products in the Territory, and any Governmental Authority whose review or approval of pricing or reimbursement of such product is required.

“**Regulatory Exclusivity**” means, with respect to any country or other jurisdiction in the Territory, any market protection, exclusive marketing rights or data exclusivity rights, other than Patent protection, conferred by any Regulatory Authority in such country or other jurisdiction with respect to an ICVB-1042 Product that prevents (a) such Regulatory Authority from granting any Regulatory Approval of a Third Party product in such country or other jurisdiction that is biosimilar to or interchangeable with such ICVB-1042 Product, or (b) any Third Party from making a cross reference to data regarding such ICVB-1042 Product held by such Regulatory Authority, including orphan drug exclusivity, new chemical entity exclusivity, new use or indication exclusivity, new formulation exclusivity, data exclusivity, pediatric exclusivity, rights conferred in the United States under Section 351 of the Public Health Service Act, 42 U.S.C. §262, as amended, or the Drug Price Competition and Patent Term Restoration Act (21 U.S.C. §355), as amended, or in the European Union under Directive 2001/83/EC, as amended, and Regulation (EC) No. 1901/2006, as amended, or rights similar thereto in other countries or regulatory jurisdictions.

“**Representatives**” means the directors, officers, employees, agents, or advisors (including attorneys, accountants, investment bankers, financial advisers and other consultants and advisors) of the specified Party hereto.

“**Restricted Period**” has the meaning set forth in Section 7.7(a).

“Retained Permits” has the meaning set forth in Section 2.2(a)(v).

“Right of Reference” means (a) in the United States, a “right of reference or use,” as such term is defined in 21 CFR 314.3(b); or (b) in any other country or jurisdiction, the equivalent authority to rely upon, and otherwise use, an investigation or investigational product dossier for the purpose of filing and conducting a clinical trial, or obtaining approval of a new drug application, marketing authorization or other similar Regulatory Approval, including the ability to make available the underlying raw data for audit by the applicable Regulatory Authority in such country or other jurisdiction, if necessary.

“Royalty-Bearing Patent” means all Patents included in the Transferred Assets, and all Patents that claim priority thereto or issue therefrom, that in each case claim the composition of matter or method of use for an approved indication of ICVB-1042.

“Royalty Payments” means the payments Buyer is required to make to Seller pursuant to Section 3.3.

“Royalty Report” has the meaning set forth in Section 3.5(a).

“Royalty Term” has the meaning set forth in Section 3.3(b).

“SEC” means the United States Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933.

“Security Incident” means (i) any actual or reasonably suspected unauthorized, unlawful, or accidental loss of, damage to, access to, acquisition of, use, alteration, acquisition, encryption, theft, modification, destruction, unavailability, disclosure of, or other Processing of Sensitive Data, or (ii) any damage to, or unauthorized, unlawful, or accidental access to, theft of, or use of, any IT Systems.

“Seller” has the meaning set forth in the preamble.

“Seller Indemnified Parties” has the meaning set forth in Section 8.3.

“Seller Schedules” means, collectively, the disclosure schedules, dated as of the date hereof, delivered by Seller to Buyer, as supplemented or amended in accordance with this Agreement, which forms a part of this Agreement.

“Seller Taxes” means (a) all Taxes arising from or with respect to the Business or the Transferred Assets that are incurred in or attributable to any Pre-Closing Tax Period; (b) all Taxes of or imposed on Seller or any Affiliate of Seller for any Tax period or portion thereof; (c) all Taxes relating to the Excluded Assets or Excluded Liabilities, (d) all Liabilities under any Tax allocation, sharing or similar agreement entered into by Seller or any Affiliate of Seller prior to the Closing and (e) Seller’s share of any Transfer Taxes pursuant to Section 7.5(b).

“Senior Executives” means, with respect to Seller, the Chief Executive Officer or his or her designee, and with respect to Buyer, the Chief Executive Officer or his or her designee.

“Sensitive Data” means all proprietary, sensitive, regulated, and confidential information (including without limitation Personal Data) of Seller or its Affiliates.

“Straddle Period” means, in respect of any property or similar ad valorem Taxes, any taxable period beginning on or before the Closing Date and ending after the Closing Date.

“**Tax(es)**” means all U.S. federal, state, and local and non-U.S. taxes, assessments, and other governmental charges, duties, impositions, and liabilities of any kind whatsoever in the nature of taxes, including income, gross receipts, profits, franchise, license, registration, capital stock, sales, use, value added, ad valorem, property, transfer, stamp, payroll, employment, occupation, severance, unemployment, social security, excise, recapture, premium, alternative, estimated, customs, and withholding taxes, together with all interest, penalties, and additions with respect thereto.

“**Tax Contest**” means any Tax audit, claim, dispute, examination, investigation, or other Proceeding in respect of Tax matters.

“**Tax Return**” means any report, return, election, notice, estimate, declaration, information statement, claim for refund, and other forms and documents (including all schedules, exhibits and other attachments thereto and including all amendments thereof) relating to Taxes or filed or required to be filed with any Governmental Authority.

“**Term Sheet**” means that certain Non-Binding, Confidential Term Sheet, dated as of [***], by and between Buyer and Seller.

“**Territory**” means worldwide.

“**Third Party**” means any Person, other than the Parties and their Affiliates.

“**Third Party Claim**” has the meaning set forth in Section 8.5(a).

“**Trading Day**” means any day on which the primary market on which Parent Shares are listed as open for trading.

“**Transaction Agreements**” means this Agreement and the Ancillary Agreements.

“**Transaction Dispute**” has the meaning set forth in Section 9.12(a).

“**Transfer Taxes**” has the meaning set forth in Section 7.5(b).

“**Transferred Assets**” has the meaning set forth in Section 2.2(a).

“**Transferred Contracts**” has the meaning set forth in Section 2.2(a)(i).

“**Transferred Records**” has the meaning set forth in Section 2.2(a)(ii).

“**Transferred Regulatory Documentation**” has the meaning set forth in Section 2.2(a)(v).

“**Treasury Regulations**” means the regulations promulgated under the Code.

“**U.S.**” means the United States of America.

“**U.S. GAAP**” means U. S. Generally Accepted Accounting Principles.

“**Valid Claim**” means (a) a claim of any issued and unexpired Royalty-Bearing Patent (but not a patent application, which is addressed in subpart (b)) whose validity, enforceability, or patentability has not been affected by any of the following: (i) irretrievable lapse, abandonment, revocation, dedication to the public, or disclaimer; or (ii) a holding, finding, or decision of invalidity, unenforceability, or non-patentability by a court, Governmental Authority, national or regional patent office, or other appropriate body that has competent jurisdiction, such holding, finding, or decision being final and unappealable or unappealed within the time allowed for appeal; or (b) a claim of a pending patent application included within the Royalty-Bearing Patents that was filed and is being prosecuted in good faith and has not been abandoned, finally rejected, or finally disallowed without the possibility of appeal or refiling of the application; provided that such pending application has not been pending for more than seven (7) years after the filing date for such application. If a claim of a patent application that ceased to be a Valid Claim under the foregoing subclause (b) because of the passage of time later issues as a part of a patent within the foregoing subclause (a), then it shall again be considered a Valid Claim effective as of the issuance of such patent.

“**Willful Breach**” means a breach that is a consequence of an act or omission knowingly undertaken or omitted by the breaching Party with the intent of causing a breach of this Agreement.

SECTION 2

SALE AND PURCHASE OF TRANSFERRED ASSETS

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement and subject to Section 2.4, at the Closing, Seller and its Affiliates shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller and its Affiliates all right, title and interest of Seller and its Affiliates in, to and under the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances.

Section 2.2 Transferred Assets; Excluded Assets.

(a) The term “**Transferred Assets**” means only the following assets of Seller and its Affiliates, but in any event excluding the Excluded Assets:

(i) the Contracts listed in Schedule 2.2(a)(i) of the Seller Schedules, which are solely used or held for use in the conduct of the Business (the “**Transferred Contracts**”); provided that Buyer shall not assume any Post-Closing Transferred Contracts at the Closing, but shall assume any such Post-Closing Transferred Contracts on the date immediately following date on which the close-out of the Clinical Trial is completed when the Post-Closing Transferred Contracts are deemed to be sold, conveyed, assigned, transferred and delivered to Buyer pursuant to Section 2.4(c) (the “**Post-Closing Transferred Contracts Transfer Date**”);

(ii) all supplier and consultant lists, data, specifications, development reports, account lists, distribution lists, batch records, development and commercialization plans and life cycle management data including market research, correspondence (in all cases, in any form or medium) and scientific records and files (including laboratory notebooks and invention disclosures) (collectively, “**Records**”), in each case, solely and specifically related to the Business other than any Excluded Assets (collectively, the “**Transferred Records**”);

(iii) copies of material Tax Returns and other Tax books and records, workpapers, and correspondences to the extent related solely to the Business or the Transferred Assets (excluding, for the avoidance of doubt), Seller’s income Tax Returns and other Tax books and records not solely related to the Business or the Transferred Assets;

(iv) all rights to causes of action, lawsuits, judgments, claims, counterclaims, rights of recovery and demands exclusively related to the Transferred Assets (other than rights to refunds for Taxes), in each case, other than with respect to the Tangible Assets, to the extent arising or accruing after the Closing, and with respect to the Tangible Assets, regardless of whether the claim arises or accrues prior to or after the Closing;

(v) all (A) applications (including a copy of the Product IND), submissions, registrations, or notifications submitted to a Regulatory Authority for the purpose of obtaining, updating or maintaining any Regulatory Approval, in each case including any investigational medicinal product dossier solely and specifically relating to the Business, including ICVB-1042, (B) correspondence with or to Regulatory Authorities (including Regulatory Approval letters, and official contact reports with any Regulatory Authorities prior to obtaining any such Regulatory Approvals) solely and specifically related to the assets described in clause (A) above, (C) records contained in the pharmacovigilance and study databases, all adverse drug experience or reaction reports, and investigations of adverse drug experience or reaction reports, in each case, solely and specifically related to the Business, including ICVB-1042, (D) clinical and non-clinical files, studies, reports and other documents or data, including all clinical trial applications and foreign equivalents, contained or referenced in or supporting any of the assets described in clause (A) above, in each case, that were acquired, developed, compiled, collected or generated by Seller or by any Third Party on behalf of Seller, whether before or after the Closing, in each case, that are solely and specifically related to the Business, including ICVB-1042, including all raw data relating to any studies, all case report forms relating thereto, all statistical programs developed (or modified in a manner to the use or function thereof) to analyze such data and all investigator brochures for such studies (including any such data or documents generated following the Closing in connection with the Clinical Trial), (E) all Regulatory Approvals for the Business, including ICVB-1042, and (F) all regulatory or legal rights in any of (A)-(E)), with the exception of the limited regulatory and legal rights to the Product IND and the related "Study May Proceed" letter issued by the FDA, which are being retained by Seller (collectively, the "**Retained Permits**"), subject to the rights granted to Seller as set forth in Section 2.6 (the "**Transferred Regulatory Documentation**");

(vi) [Reserved];

(vii) [Reserved];

(viii) the tangible assets of Seller that solely and specifically relate to the Business, including any materials, assays, cell lines, cell culture media, cell banks (and any licenses necessary or reasonably useful thereof), virus banks, and chemical or biological materials used for the manufacture of any Construct or Product, all Clinical Supply, all raw and pack materials, work-in-process, finished goods, Products on stability, warehoused stock, supplies and packaging materials relating to the manufacture of the Products, in each case to the extent owned or controlled by Seller or its Affiliates including those listed on Schedule 2.2(a)(viii), but in any event excluding any personal property or equipment described in Section 2.2(b)(i) (collectively, the "**Tangible Assets**");

(ix) all Patent Documents;

(x) all data contained in laboratory notebooks to the extent relating to any Constructs or Products or the biological, physiological, mechanical or formula properties of the foregoing;

(xi) all analytical and quality control data relating to any Construct or Products;

(xii) all market research data, market intelligences and statistical programs used for marketing and sales research with respect to the Products;

(xiii) all Non-Transferable Assets that are subsequently assigned or transferred pursuant to Section 2.4;

(xiv) to the extent assignable, all rights under non-disclosure or confidentiality, invention and Intellectual Property assignment agreements executed for the benefit of Seller with current or former employees, consultants, or contractors of Seller or with third parties to the extent solely and specifically related to the assets described in the foregoing clauses (i) – (ix);

(xv) all Clinical Trial Results and any Intellectual Property resulting from or generated in connection with the Clinical Trial; and

(xvi) all goodwill associated with any of the assets described in the foregoing clauses (i) – (x).

(b) Seller and Buyer expressly agree and acknowledge that Buyer is not acquiring any right, title or interest in any assets that are not Transferred Assets, and without limiting the generality of the foregoing, the Transferred Assets expressly exclude the following assets, rights or interests of Seller (collectively, the “**Excluded Assets**”); provided that, notwithstanding anything herein to the contrary, any asset included on a schedule referenced in Section 2.2(a) shall be a Transferred Asset:

(i) the Retained Permits;

(ii) all personal property or personal productivity equipment (including laptops, personal computers, tablets, printers and mobile devices) used by any employees of Seller in the conduct of the Business;

(iii) Records that are not solely related to the Business, including: (A) the corporate seals, Organizational Documents, minute books and stock books of Seller, (B) personnel records, (B) Records to the extent relating to any Excluded Liability, (C) Records (including accounting Records and Tax Returns) to the extent relating to Taxes paid or payable by Seller or its Affiliates and not solely related to the Business or the Transferred Assets and all financial Records relating to the conduct of the Business that form part of Seller’s general ledger or otherwise constitute accounting Records, (D) file copies of the Records retained by Seller, (E) personnel notes, and (F) all privileged materials not transferred to Buyer;

(iv) All Tax assets (including duty and Tax refunds and prepayments) of Seller and any of its Affiliates;

(v) all cash and cash equivalents;

(vi) all rights of Seller or its Affiliates under this Agreement and the other Transaction Agreements;

(vii) all insurance policies and binders and all claims, refunds and credits from insurance policies or binders due or to become due with respect to such policies or binders;

(viii) all electronic email except such email that is encompassed in Transferred Records or Transferred Regulatory Documentation;

(ix) all Contracts other than the Transferred Contracts (“**Excluded Contracts**”);

(x) all records and reports prepared or received by Seller or its Affiliates in connection with the sale of the Business or the transactions contemplated hereby, including (A) all analyses relating to the Business or Buyer so prepared or received; (B) all confidentiality agreements with prospective purchasers of the Business or any portion thereof, and (C) all bids and expressions of interest received from Third Parties with respect to the Business;

(xi) Non-Transferable Assets, subject to Section 2.4; and

(xii) all computer hardware and networks owned by Seller or its Affiliates.

Section 2.3 Assumption of Certain Liabilities and Obligations.

(a) On the terms and subject to the conditions set forth in this Agreement and subject to Section 2.4, effective as of the Closing, Buyer shall assume, become responsible for, and thereafter timely pay, perform and otherwise discharge, in accordance with their respective terms, only the following Liabilities, and in each case, no other Liabilities (collectively, the “**Assumed Liabilities**”): all Liabilities arising under the Transferred Contracts, including all Liabilities for accounts payable, only to the extent that such Liabilities arise or are to be performed or completed on or after the Closing; provided that Buyer shall not assume any Liabilities under the Post-Closing Transferred Contracts at the Closing, but shall assume any such Liabilities effective as of the transfer of such Post-Closing Transferred Contracts on the Post-Closing Transferred Contracts Transfer Date.

(b) Except to the extent expressly included in the Assumed Liabilities, Buyer will not assume or be responsible or liable for any Liabilities of Seller, including the following (collectively, the “**Excluded Liabilities**”):

(i) all Liabilities under any Transferred Contract or any Post-Closing Transferred Contract arising or accruing prior to the Closing Date, including any Liabilities to the extent relating to a breach of or default under any Transferred Contract prior to the Closing Date;

(ii) all Liabilities under any Post-Closing Transferred Contract arising or accruing on or after the Closing Date and prior to the Post-Closing Transferred Contract Transfer Date, including any Liabilities to the extent relating to a breach of or default under any Post-Closing Transferred Contract prior to the Post-Closing Transferred Contract Transfer Date;

(iii) all Liabilities associated with the Clinical Trial, whether arising prior to, on or after the Closing Date, including any products Liability, Liability for adverse reactions and Liability for product complaints for Products used by patients or subjects during the Clinical Trial;

(iv) any Liabilities of Seller to any current or former employee or consultant of Seller or any of Seller’s Affiliates;

(v) any products Liability, Liability for adverse reactions and Liability for product complaints for Products used by patients or subjects prior to Closing (whether direct or as a result of successor liability, transferee liability, joint and several liability or contractual liability) other than in connection with the Clinical Trial;

(vi) all Seller Taxes;

(vii) any Liabilities to the extent related to or arising under any Excluded Asset;

(viii) any Liabilities to the extent related to or arising under any Excluded Contract;

(ix) any obligations of Seller under this Agreement and the Transaction Agreements;

(x) all other Liabilities of Seller to the extent relating to the conduct of the Business or ownership, lease or operation of the Transferred Assets, in each case to the extent arising on or prior to the Closing Date, except as included in the Assumed Liabilities; and

(xi) any other Liabilities of Seller that are not Assumed Liabilities.

Section 2.4 Assignment of Certain Transferred Assets.

(a) Notwithstanding the foregoing, this Agreement shall not constitute an agreement for Seller to sell, convey, assign, transfer or deliver to Buyer any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom or for Buyer to purchase, acquire, or receive any Transferred Asset or to enter into or fulfil its obligations under the Transaction Agreements if an attempted sale, conveyance, assignment, transfer or delivery thereof, or an agreement to do any of the foregoing, without the consent, authorization or approval of a Third Party (including any Governmental Authority), would constitute a breach or other contravention thereof or a violation of Law. For clarity, any Contract that would otherwise constitute a Transferred Contract, or other asset that would otherwise constitute a Transferred Asset, is not assignable or transferable as contemplated in this Section 2.4(a) (each, a “**Non Transferable Asset**”), such asset shall not be deemed a Transferred Asset; *provided, however*, following Seller’s receipt of the relevant consent, authorization or approval, as applicable, Seller shall promptly assign or transfer to Seller the Non-Transferable Asset, and such asset shall thereafter be deemed a “**Transferred Asset**” for purposes of this Agreement. Schedule 2.4(a) of the Seller Schedules sets forth a list of the Non-Transferable Assets known to Seller as of the date hereof.

(b) If, on the Closing Date, any such consent, authorization or approval is not obtained, or if an attempted sale, conveyance, assignment, transfer or delivery thereof would constitute a breach or other contravention or a violation of Law, Seller will, on and for forty-five (45) days after the Closing, at no cost to Buyer, promptly use its commercially reasonable efforts to transfer such Non Transferable Asset to Buyer.

(c) Notwithstanding anything to the contrary contained herein, this Agreement shall not constitute an agreement for Seller to sell, convey, assign, transfer or deliver to Buyer at the Closing any of the Transferred Contracts listed on Schedule 2.4(c) of the Seller Schedules (the "**Post-Closing Transferred Contracts**"), but instead the Post-Closing Transferred Contracts shall be deemed to be sold, conveyed, assigned, transferred and delivered to Buyer on the Post-Closing Transferred Contracts Date and Buyer shall not assume any obligations under the Post-Closing Transferred Contracts until the transfer of such Post-Closing Transferred Contracts is effective on the Post-Closing Transferred Contracts Date.

Section 2.5 Delivery. On or promptly following the Closing, but in no event later than thirty (30) days after the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable, all of the Transferred Assets (other than any Non-Transferable Assets and the Post-Closing Transferred Contracts), which shall be delivered to Buyer in the form and to the location mutually agreed between Buyer and Seller on the Closing Date at Buyer's sole cost and expense; provided that, to the extent reasonably practicable, Seller shall deliver, or cause to be delivered, to Buyer all of the Transferred Assets (other than any Non-Transferable Assets) through electronic delivery or in another manner reasonably expected and legally permitted to minimize or avoid the incurrence of any transfer or sales Taxes if such method of delivery does not adversely affect the condition, operability, or usefulness of any Transferred Asset. Title to the Tangible Assets shall be conveyed by delivery of such Tangible Assets into Buyer's possession, provided that Buyer shall be responsible for any shipping or delivery expenses necessary to deliver the Tangible Assets to Buyer's possession.

Section 2.6 Right of Reference to Product IND. Seller hereby grants to Buyer a perpetual, transferrable and irrevocable Right of Reference to the Product IND. Seller shall provide to FDA, each applicable Regulatory Authority, and Buyer a cross-reference letter or similar communication to the applicable Regulatory Authority to effectuate the Right of Reference.

SECTION 3

PURCHASE PRICE

Section 3.1 Purchase Price. In consideration for the Transferred Assets:

- (a) Parent shall, on behalf of Buyer, at Closing, issue to Seller 374,843 Parent Shares; plus
- (b) Buyer shall pay to Seller the Milestone Payment, to the extent earned, as further described below; plus
- (c) Buyer shall pay to Seller the Royalty Payments, to the extent earned, as further described below; and
- (d) Buyer shall assume the Assumed Liabilities pursuant to Section 2.3 (such sum of ((a)-(d)), the "**Purchase Price**").

Section 3.2 Milestone Payment.

(a) Buyer shall pay or cause to be paid to Seller a cash amount equal to Fifteen Million Dollars (\$15,000,000) (the "**Milestone Payment**") by wire transfer of immediately available funds to an account or accounts designated in advance by Seller upon achievement of the Net Sales Milestone. Payment for the Net Sales Milestone shall be made only once, with respect to the cumulative aggregate worldwide Net Sales of all ICVB-1042 Products.

(b) Buyer shall provide Seller with written notice, as part of its Royalty Report for the applicable Calendar Quarter, if the Net Sales Milestone is achieved in such Calendar Quarter. The Milestone Payment shall be made by Buyer to Seller along with its Royalty Payment for the Calendar Quarter in which the Net Sales Milestone is achieved.

Section 3.3 Royalty Payments.

(a) Subject to this Section 3.3, commencing upon the First Commercial Sale of an ICVB-1042 Product in the Territory, on an ICVB-1042 Product-by-ICVB-1042 Product basis, Buyer shall pay to Seller during the Royalty Term, a royalty of [***] of annual, worldwide Net Sales of each ICVB-1042 Product in the Territory (excluding Net Sales of any ICVB-1042 Product in any country in the Territory after the Royalty Term for such ICVB-1042 Product in such country has expired) during each Calendar Year.

(b) Buyer's obligation to pay royalties pursuant to this Section 3.3 shall commence, on a country-by-country and ICVB-1042 Product-by-ICVB-1042 Product basis, on the First Commercial Sale of such ICVB-1042 Product in such country and end upon the later to occur of (i) the expiration of the last-to-expire Valid Claim that claims the composition of matter or method of use in an approved indication of ICVB-1042 in such country and (ii) expiration of all Regulatory Exclusivity for such ICVB-1042 Product in such country ("**Royalty Term**").

(c) Notwithstanding Section 3.3(a), on an ICVB-1042 Product-by-ICVB-1042 Product and country-by-country basis during the Royalty Term, if there is Biosimilar Competition for such ICVB-1042 Product in such country, the royalties provided in Section 3.3(a) for such ICVB-1042 Product shall be reduced in such country by [***] commencing the Calendar Quarter in which such Biosimilar Competition first exists in such country and for the remainder of such Royalty Term.

(d) Notwithstanding Section 3.3(a), if in any Calendar Quarter during the Royalty Term for a given ICVB-1042 Product in a particular country in the Territory, there is no Valid Claim that claims the composition of matter or method of use in an approved indication of ICVB-1042 in such country, then the royalties payable with respect to such ICVB-1042 Product in such country as provided in Section 3.3(a) will be reduced by [***].

(e) If any Milestone Party pays a royalty, milestone or other payment in connection with a license or other rights under or acquisition of any Intellectual Property owned or controlled by a Third Party that is necessary for the development, manufacture or commercialization of an ICVB-1042 Product (including any payment, costs, or fees in connection with defending or settling any infringement action with respect to such Intellectual Property), then Buyer may credit up to [***] of such payments against the royalties due to Seller on the Net Sales of such ICVB-1042 Product made in the same Calendar Quarter.

(f) If a Governmental Authority requires any Milestone Party to grant to a Third Party a compulsory license under any Product Intellectual Property with respect to any ICVB-1042 Product, then the royalties payable with respect to such ICVB-1042 Product in the applicable country(ies) as provided in Section 3.3(a) will be reduced by [***] for the remainder of the Royalty Term for such ICVB-1042 Product in such country(ies).

(g) If, during the Royalty Term for an ICVB-1042 Product in the United States, such ICVB-1042 Product is designated as a Selected Drug by the Secretary of the U.S. Department of Health and Human Services, and a Milestone Party is required to negotiate, and is ultimately subject to, a Maximum Fair Price that is equal to or less than [***] of the then-current price (i.e., prior to application of such Maximum Fair Price) that will apply to sales of such ICVB-1042 Product during the Price Applicability Period, then the applicable royalties payable with respect to such ICVB-1042 Product in the U.S. as provided in Section 3.3(a) will be reduced by [***] during the Price Applicability Period. Capitalized terms used in this Section 3.3(f) and not defined in this Agreement will have the meanings given in United States Code, Title 42.

(h) Notwithstanding the foregoing in this Section 3.3, with respect to any ICVB-1042 Product in any Calendar Quarter during the Royalty Term for such ICVB-1042 Product, the operation of Sections 3.3(c)-(f) above, individually or in combination, shall not reduce by more than [***] the amount that would otherwise have been due under Section 3.3(a) with respect to Net Sales of such ICVB-1042 Product during such Calendar Quarter (i.e., to a floor of [***]); provided that Buyer may carry forward to subsequent Calendar Quarters any amounts that it was not able to credit under Section 3.3(e) on account of such royalty floor.

Section 3.4 Withholding. Each of Parent and Buyer shall be entitled to deduct and withhold from all amounts payable pursuant to this Agreement all amounts, including Taxes, that Buyer is required to deduct and withhold under applicable Law; *provided, however*, that Parent and Buyer agree that, except for any withholding that is required as a result of a change in Law following the date of this Agreement, no U.S. federal income Taxes shall be required to be withheld from amounts payable to Seller pursuant to this Agreement so long as Seller provides Parent and Buyer with the IRS Form W-9 required under Section 4.2(d). If, notwithstanding the foregoing, Parent or Buyer becomes aware of any withholding or deduction required to be made from any amounts payable pursuant to this Agreement, it shall (i) promptly inform the recipient thereof of such determination, and (ii) provide the recipient with a reasonable opportunity to reduce or otherwise eliminate any such deduction or withholding to the extent permitted by applicable Law. To the extent such amounts are so deducted and withheld, they shall be paid over to the appropriate Governmental Authority or other appropriate Person, and shall be treated as having been paid to the Person to whom such amounts would otherwise have been paid.

Section 3.5 Reports and Information Rights; Payments; Audits.

(a) Buyer shall calculate all amounts payable to Seller pursuant to Section 3.2 and Section 3.3 at the end of each Calendar Quarter, which amounts shall be converted to Dollars in accordance with Section 3.5(b). Following First Commercial Sale of an ICVB-1042 Product, within sixty (60) days after the end of each Calendar Quarter, Buyer shall provide Seller with a report (the "**Royalty Report**") which in each case shall state, on an ICVB-1042 Product-by-ICVB-1042 Product and country-by-country basis: (i) the amount of gross sales of each ICVB-1042 Product during the applicable Calendar Quarter; (ii) Net Sales of each ICVB-1042 Product during the applicable Calendar Quarter (expressed in local currency and converted to Dollars); (iii) a summary of the deductions taken in arriving at the Net Sales calculation, (iv) a calculation of the amount of Royalty Payment due to Seller on such Net Sales for such Calendar Quarter, including the amount of any royalty reductions pursuant to Sections 3.3(c)-(f); (v) if the Net Sales Milestone was not previously achieved, the cumulative Net Sales of all ICVB-1042 Products in the Territory; and (vi) whether the Net Sales Milestone under Section 3.2 has been achieved. Buyer shall pay to Seller the royalty amounts due with respect to such Calendar Quarter (as well as the Milestone Payment if achieved in the applicable Calendar Quarter) with the delivery of the Royalty Report for the applicable Calendar Quarter. For clarity, Buyer shall not owe royalties on sales of an ICVB-1042 Product in a country after the expiration of the Royalty Term for such ICVB-1042 Product in such country.

(b) All payments made by Buyer under this Agreement shall be made by deposit of Dollars in the requisite amount to such bank account as Seller may from time to time designate by written notice to Buyer.

(c) Buyer shall keep, and shall cause its Affiliates and require the other Milestone Parties to keep, books and records pertaining to the sale or other disposition of ICVB-1042 Products in sufficient detail to permit Seller to confirm the achievement of the Net Sales Milestone or accuracy of any Royalty Payment due hereunder. Buyer will keep such books and records for three (3) years following the Calendar Year to which they pertain, or such longer period of time as may be required by applicable Laws.

(d) At any time during the period in which such books and records must be maintained, upon the written request of Seller, and upon reasonable advance written notice, Buyer shall, and shall cause its Affiliates and require the other Milestone Parties to, up to one (1) time each Calendar Year, provide the Accounting Firm with access during normal business hours to such of the records of the Milestone Parties as may be necessary to verify the accuracy of the Royalty Reports provided. The fees charged by the Accounting Firm shall be borne by Seller, unless such audit reveals an underpayment by Buyer of more than [***] of the amount due for the audited period, in which case Buyer shall reimburse Seller for the reasonable costs of such audit. The Accounting Firm shall disclose to Seller and Buyer only whether it has determined that any Royalty Reports are inaccurate and if so, the overpayment or underpayment. Before beginning its audit, the Accounting Firm shall execute an undertaking acceptable to Buyer by which the Accounting Firm agrees to keep confidential all information reviewed during the audit.

(e) If the Accounting Firm concludes that the Milestone Payment should have been paid but was not paid when due, or that any Royalty Payments were underpaid or overpaid, then, within thirty (30) days after the date the Accounting Firm delivers its written report to Seller and Buyer, Buyer shall promptly pay such Milestone Payment or any underpaid Royalty Payments, or Seller shall reimburse any overpaid Royalty Payments. The decision of such Accounting Firm shall be final and binding (other than in the case of manifest error or fraud).

(f) The covenants and obligations set forth in Sections 3.5(d) and (e) shall survive until one (1) year after Buyer delivers the last Royalty Report required to be delivered pursuant to this Agreement, upon which date the calculations set forth in all Royalty Reports shall be conclusive and binding on Seller.

(g) **Exchange Rate; Manner and Place of Payment; Late Payments.** All payment amounts specified in this Agreement are expressed in U.S. Dollars, and all payments due hereunder shall be payable in U.S. Dollars. When conversion of payments from any currency other than U.S. Dollars is required, such conversion shall be calculated using the exchange rate published by *The Wall Street Journal, Eastern U.S. Edition*, on the last day of the Calendar Quarter in which the applicable Net Sales are made. All payments owed under this Agreement shall be made by wire transfer in immediately available funds to a bank and account designated in writing by Seller, unless otherwise specified in writing by Seller.

Section 3.6 Diligence. Commencing upon the Closing Date until the date that is the earlier of (x) the [***] anniversary of the Closing Date and (y) the First Commercial Sale of any ICVB-1042 Product in any jurisdiction in the Territory, Buyer shall use Commercially Reasonable Efforts, itself or through other Milestone Parties, to develop and, upon obtaining all necessary Regulatory Approvals for sale, commercialize one ICVB-1042 Product. Seller acknowledges and agrees that (a) except as expressly set forth in the preceding sentence, Buyer and its Affiliates have no further obligations and shall have the sole right and sole decision-making authority (i) with respect to the ownership, use, manufacture, licensing, development, regulatory approval, commercialization or other exploitation of Products in their sole and absolute discretion and (ii) to take or refrain from taking any action with respect thereto, (b) Buyer and its Affiliates currently or may in the future offer products or services that compete, either directly or indirectly, with the Products and may make decisions with respect to such products and services that may adversely affect the Products and the sales, revenues, expenses or other financial performance measures of the Products, (c) Buyer or its Affiliates may not be able to successfully develop or commercialize any ICVB-1042 Product or achieve the Net Sales Milestone, and Buyer and its Affiliates have not provided any assurances or projections regarding the likelihood of achieving the Net Sales Milestone or any Net Sales amounts, (d) neither Buyer nor any of its Affiliates owes any fiduciary duty to Seller or any of its Affiliates with respect to the achievement of the Net Sales Milestone or sale of ICVB-1042 Products or other Products, and (e) the express provisions of this Agreement govern Buyer's and Seller's contractual relationship and supersede any standard of efforts or implied covenant of good faith and fair dealing that might otherwise be imposed by Laws with respect thereto. Notwithstanding anything to the contrary contained in this Section 3.6, in no event shall Buyer or any of its Affiliates take any action or refrain from taking any action (i) in bad faith and (ii) intended primarily for the purpose of frustrating the payment of the Milestone Payment or any Royalty Payment.

Section 3.7 Legends.

(a) The Parent Shares shall be placed in a restrictive class bearing a restrictive legend substantially similar to the following:

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY MAY NOT BE SOLD OR OFFERED FOR SALE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE SECURITIES ACT AND ANY STATE SECURITIES LAW OR AN EXEMPTION FROM SUCH REGISTRATION UNDER THE SECURITIES ACT. THE ISSUER OF THESE SHARES MAY REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH OFFER, SALE OR OTHER TRANSFER OTHERWISE COMPLIES WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

(b) Parent shall be entitled to place appropriate legends on the book entries or certificates evidencing any Parent Shares to be received in the transactions by Seller to the extent Seller may be considered an "affiliate" of Parent for purposes of Rules 144 and 145 under the Securities Act, reflecting the restrictions set forth in Rules 144 and 145 and to issue appropriate stop transfer instructions to the transfer agent for Parent Shares.

(c) Subject to receipt from Seller by Parent and Parent's transfer agent (the "**Transfer Agent**") of customary representations and other documentation reasonably acceptable to Parent and the Transfer Agent in connection therewith, Parent shall remove any legend from the book entry position evidencing the Parent Shares issued hereunder and Parent will, if required by the Transfer Agent, use its commercially reasonable efforts to cause an opinion of Parent's counsel to be provided, in a form reasonably acceptable to the Transfer Agent, to the effect that the removal of such restrictive legends in such circumstances may be effected under the Securities Act, (i) following the time the Registration Statement is declared effective, or (ii) if such Parent Shares have been sold pursuant to Rule 144 or any other applicable exemption from the registration requirements of the Securities Act. If restrictive legends are no longer required for such Parent Shares pursuant to the foregoing, Parent shall, in accordance with the provisions of this Section 3.7(c) and within two (2) Trading Days of any request therefor from Seller accompanied by such customary and reasonably acceptable representations and other documentation referred to above establishing that restrictive legends are no longer required, deliver to the Transfer Agent irrevocable instructions to make a new, unlegended entry for such book entry Parent Shares. Seller agrees with Parent that Seller will only sell Parent Shares in accordance with either the registration requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Parent Shares are sold pursuant to the Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Parent Shares as set forth in this Section 3.7 is predicated upon Parent's reliance upon this understanding.

Section 3.8 [Reserved.]

Section 3.9 Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the SEC that may permit the sale of the Parent Shares to the public without registration, Parent agrees to use its commercially reasonable efforts to:

(a) make and keep adequate current public information with respect to Parent available in accordance with Rule 144; and

(b) file with the SEC in a timely manner all reports and other documents required of Parent under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements.

SECTION 4

THE CLOSING

Section 4.1 Closing Date. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place remotely via the electronic exchange of documents and signature pages (or such other location as shall be mutually agreed upon by Seller, Parent and Buyer) commencing at 10:00 am Eastern Time on the date hereof (the “**Closing Date**”). For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective, and title to and risk of loss associated with the Transferred Assets, shall be deemed to occur at 12:01 am, Eastern Time, on the Closing Date.

Section 4.2 Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) a counterpart of the Assignment and Assumption Agreement, duly executed by Seller;
- (b) a counterpart of the Bill of Sale, duly executed by Seller;
- (c) the Transferred Assets (subject to Section 2.4 and Section 2.5); and
- (d) a duly executed IRS Form W-9 of Seller.

Section 4.3 Closing Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

- (a) a counterpart of the Assignment and Assumption Agreement, duly executed by Buyer; and
- (b) a counterpart of the Bill of Sale, duly executed by Buyer.

SECTION 5

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Parent and Buyer as of the Closing Date, except as set forth in the Seller Schedules, which exceptions shall be arranged in sections corresponding to the numbered and lettered Sections of this SECTION 5 to which such exceptions relate, as follows:

Section 5.1 Seller Organization; Good Standing. Seller is duly incorporated, validly existing and, to the extent legally applicable, in good standing under the laws of Delaware and has the requisite power and authority to operate its business as now conducted. Seller is duly qualified to conduct business as a foreign corporation and, to the extent legally applicable, is in good standing in each jurisdiction where the nature of the business conducted by it makes such qualification necessary, except where the failure to so qualify or be in good standing would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 5.2 Authority; Enforceability. Seller has the requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the other Transaction Agreements by Seller and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized. This Agreement has been duly executed and delivered by Seller, and upon execution and delivery thereof, the other Transaction Agreements will have been duly executed and delivered by Seller, and assuming the due authorization, execution and delivery of this Agreement by Buyer, this Agreement constitutes, and upon the due authorization, execution and delivery thereof by Buyer, the other Transaction Agreements will constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with the terms hereof, subject to the effect of any applicable Laws relating to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar applicable Laws relating to or affecting creditors' rights generally from time to time in effect and to general principles of equity, regardless of whether considered in a Proceeding in equity or at law (the "**Enforceability Exceptions**").

Section 5.3 No Conflicts. The execution, delivery and performance by Seller of the Transaction Agreements and the consummation by Seller of the transactions contemplated hereby and thereby do not, and will not (i) conflict with or violate any Law or Governmental Order applicable to Seller or the Business, (ii) conflict with or violate, in any material respect, any provision of the Organizational Documents of Seller, (iii) result in any material breach of, or constitute a material default under, or give to any Person any rights of termination, acceleration or cancellation of, or result in the creation of any Encumbrance (other than a Permitted Encumbrance) on any of the Transferred Assets pursuant to any note, bond, mortgage, indenture, Contract, agreement, lease, license, Permit, franchise or other instrument to which Seller (with respect to the Transferred Assets) is a party or by which any Transferred Asset is bound, except for any consents, approvals, authorizations and other actions described in Section 5.4 or which would not prevent or materially delay the ability of Seller to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements.

Section 5.4 Consents and Approvals. The execution, delivery and performance by Seller of the Transaction Agreements and the consummation by Seller of the transactions contemplated hereby and thereby do not and will not require any consent, approval, authorization or other action by, or any filing with or notification to, any Governmental Authority by Seller, except where the failure to obtain such consent, approval, authorization or action or to make any such filing or notification would not reasonably be expected to materially delay the ability of Seller to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements.

Section 5.5 Title to Transferred Assets. Seller has good and valid title to all of the Transferred Assets, free and clear of all Encumbrances, other than Permitted Encumbrances. None of the Transferred Assets is in the possession, custody or control of any Person other than Seller.

Section 5.6 Litigation. There is no Proceeding pending or threatened in writing, against Seller with respect to the Business or ICVB-1042 that would reasonably be expected to result in damages exceeding [***], based on a reasonable analysis of counsel. There is no Proceeding pending or, to Seller's Knowledge, threatened against Seller that questions or challenges (i) the validity of this Agreement or any other Transaction Agreement or (ii) any action taken or to be taken by Seller or the managers, officers or directors of Seller pursuant to this Agreement or any other Transaction Agreement or in connection with the transactions contemplated hereby or thereby.

Section 5.7 Compliance with Laws. Seller is in compliance with and has complied during the past three years in all material respects with all Laws, including Healthcare Laws, or Governmental Orders applicable to the conduct of the Business or the Product. No investigation or review by any Governmental Authority is pending or, to Seller's Knowledge, has been threatened or is reasonably anticipated against Seller nor has any Governmental Authority indicated an intention to conduct an investigation of Seller with respect to the Business. During the past three years Seller has not received any notice from any Person alleging that Seller has failed to comply in any material respect with any Law or Governmental Order applicable to the conduct of the Business.

Section 5.8 Regulatory Compliance and Approvals.

(a) Seller is the registered or beneficial holder of all of the Transferred Regulatory Documentation. There are no Proceedings pending or, to Seller's Knowledge, threatened, which could result in the revocation, cancellation or suspension of any registration listed in the Transferred Regulatory Documentation. Seller is the sole and exclusive owner of each registration listed in the Transferred Regulatory Documentation and has not granted any right of reference with respect thereto except as will occur pursuant to Section 2.6. Seller has not received any written or other notices or other communications related to the Product or the Transferred Assets from any Governmental Authority regarding any actual, alleged, threatened, possible or potential material violation of any Laws.

(b) Seller holds all Regulatory Approvals required for the conduct of the Business and all such Regulatory Approvals are in full force and effect. Seller has no Knowledge of any facts or circumstances that would or would reasonably be expected to lead to the revocation, suspension, limitation, or cancellation of any Regulatory Approval required under Healthcare Laws. Seller is the sole and exclusive owner of all of the Regulatory Approvals and none of the Regulatory Approvals have been sold, conveyed, delivered, transferred or assigned to another party. Each such Regulatory Approval has been validly issued or acknowledged by the appropriate Regulatory Authority and is in full force and effect.

(c) Seller has timely filed all material reports, applications, statements, documents, registrations, filings, corrections, updates, amendments, supplements, and submissions related to the Product and the Transferred Assets and required to be filed under applicable Healthcare Laws. Each such filing was true and correct in all material respects as of the date of submission, or was corrected in or supplemented by a subsequent filing, and any material and legally necessary or required updates, changes, corrections, amendments, supplements, or modifications to such filings have been submitted to the applicable Regulatory Authority.

(d) Seller is not a party to any corporate integrity agreement, monitoring agreement, consent decree, settlement order, or similar agreement with or imposed by any governmental entity related to the Product or the Transferred Assets. Seller is not subject to any investigation related to the Product or the Transferred Assets that is pending or, to Seller's Knowledge, that is pending and not served or threatened or that has been threatened, in each case by (i) the FDA, (ii) the Department of Health and Human Services Office of Inspector General or Department of Justice pursuant to the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) or the federal False Claims Act (31 U.S.C. §3729 et seq.).

(e) Neither the Seller nor any of its Affiliates, has made an untrue statement of material fact or fraudulent statement to the FDA or any other Regulatory Authority or failed to disclose a material fact required to be disclosed to the FDA or any other Regulatory Authority, that, at the time of the relevant disclosure or failure to disclose, as applicable, would reasonably be expected to provide a basis for the FDA or any other Regulatory Authority to invoke the FDA Application Integrity Policy respecting "**Fraud, Untrue Statements of Material Facts, Bribery and Illegal Gratuities,**" set forth in FDA's Compliance Policy Guide Sec. 120.100 (CPG 7150.09) or any similar policy, in each case, as related to the Business.

(f) The nonclinical studies and clinical trials conducted or sponsored by, or on behalf of, Seller with respect to the Product have been and, if still pending, are being conducted in material compliance with and consistent with all applicable protocols, patient informed consents and HIPAA authorizations, Healthcare Laws and Regulatory Approvals, including research ethics committee approvals. Seller has not received any notices, correspondence or other communication from any Regulatory Authority requiring the termination, suspension or material modification of any nonclinical studies or clinical trials conducted by, or on behalf of, Seller with respect to the Product or that have involved the Product.

(g) All manufacturing operations conducted by or on behalf of Seller in connection with the Product have been and are being conducted in material compliance with all applicable Laws and Healthcare Laws including, but not limited to, to the extent applicable: (i) current good manufacturing practices, as promulgated by the FDA under the FFDCAs; (ii) 21 C.F.R. Parts 210, 211, and 600-610; and (iii) any successor legislation or regulations thereto, and comparable foreign Laws, as applicable. All such manufacturing operations are in material compliance with all applicable registrations and listing requirements under any applicable Law in those jurisdictions in which manufacturing activities have been or are being conducted by or on behalf of Seller involving the Product, to the extent applicable. No manufacturing site used for the manufacture of any Product is subject to a Regulatory Authority shutdown or import or export prohibitions. Seller has not received any notice that FDA or any other Regulatory Authorities have initiated, or threatened to initiate, any action to recall or suspend the manufacture of the Product.

(h) None of Seller or its Affiliates nor, to the Knowledge of Seller, any officers, employees or agents (including any distributor) thereof has been suspended or debarred or convicted of any crime or engaged in any conduct that would reasonably be expected to result in (i) debarment under 21 U.S.C. Section 335a or any similar applicable Law, or (ii) exclusion under 42 U.S.C. Section 1320a-7 or any similar applicable Law, and, to the Knowledge of Seller, no such action is currently contemplated, proposed or pending.

(i) The development of ICVB-1042 has been carried out in material compliance with all applicable Laws, including Healthcare Laws.

Section 5.9 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

Section 5.10 Permits. Schedule 5.10 of the Seller Schedules sets forth a true, correct and complete list of all Permits held by Seller. Seller holds or has the right to use all Permits solely and specifically related to the Business. Seller is not in default under, or violating, any of such Permits, in any material respect. Seller has not received any written notice that it is or may be in violation in any material respect of any of the terms or conditions of such Permits. No loss or expiration of any such Permit is pending or, to the Knowledge of Seller, threatened other than any such Permit's expiration in accordance with the terms thereof.

Section 5.11 Material Contracts; Transferred Contracts.

(a) Schedule 5.11(a) of the Seller Schedules sets forth a true, correct and complete list of each Contract (x) in effect (including any purchase orders or statements of work issued under such Contract and in effect) or (y) if not in effect, from which Seller continues to derive a material benefit as of the date of this Agreement (including any purchase orders or statements of work issued under such Contract from which Seller continues to derive a material benefit as of the date of this Agreement), in each case, to which Seller is a party or by which any of the Transferred Assets are bound in the following categories (the "**Material Contracts**"):

(i) any Contract establishing a joint venture or collaboration, co-promotion or like arrangement, or involving a sharing with another Person of profits, losses, costs, royalties, milestone payments, or Liabilities of Seller relating to the Transferred Assets or the development, manufacture, or commercialization of any Construct or Product, including the conduct of any clinical trials;

(ii) any Contract containing covenants prohibiting or limiting the right to compete or engage in any aspect of the Business or prohibiting or restricting Seller's ability to conduct the Business with any Person or in any geographical area;

(iii) any Contract granting most favored nation or exclusive rights relating to any Construct or Product to any other Person;

(iv) any Contract pursuant to which Seller has obtained or granted any Intellectual Property included in the Transferred Assets (or that would have been included in the Transferred Assets but for such Contract), including any covenant not to enforce or assert, including any existing license agreement relating to any Construct or Product or the Business and each other Contract under which Seller is a licensor or licensee of any Intellectual Property relating to any Construct or Product or the Business;

(v) any Contract under which Seller pays or receives royalty payments relating to any Construct or Product or any Owned Product Intellectual Property;

(vi) any Contract relating to the creation of Liens on any Transferred Assets or the guarantee of the payment of Liabilities or performance of obligations of any other Person by Seller relating to any Construct or Product or any Transferred Assets;

(vii) any Contract entered into by Seller or any of its Affiliates in settlement of any Proceeding or other dispute relating to the Transferred Assets or the Business, including the conduct of any clinical trials;

(viii) any Contract that limits Seller's ability to make generally available any versions of any Construct or Product developed by or for Seller;

(ix) any Contract for the research or development (including any bioanalytical, pharmacokinetic and pharmacodynamic related methods) of any Construct or Product;

(x) any Contract for the ongoing or planned development, manufacture, supply, packaging, labeling, distribution, analytical testing, or storage of the active pharmaceutical ingredients and other raw materials for any Construct or Product, and related quality agreements, including all Contracts relating to cell lines for any Construct or Product;

(xi) any Contract for the ongoing or planned analytical testing (including any bioanalytical, pharmacokinetic and pharmacodynamic related methods) or storage of biological specimens collected from subjects participating in clinical or non-clinical trials of any Construct or Product;

(xii) any Contract for the commercialization of any Construct or Product;

(xiii) any Contract for the maintenance of the safety database for any Construct or Product, and any safety data exchange agreements or pharmacovigilance agreements directly related to any Construct or Product;

(xiv) any Contract with any Governmental Authority directly relating to any Construct or Product or any of the Transferred Assets, other than clinical trial agreements and related ancillary agreements with public institutions; and

(xv) any other Contract that is material to the development, manufacture or sale of any Construct or Product, in each case, as currently conducted by Seller, other than any Contract relating to (A) real property, (B) employees, or employee compensation or benefit matters, including any Employee Benefit Plan, (C) indebtedness, other than indebtedness associated with any Lien on any Acquired Asset, (D) general administration expenses, or (E) insurance.

(b) All of the Material Contracts are legal, valid and binding agreements of Seller, enforceable in accordance with their terms, subject to the Enforceability Exceptions. Seller has made available or delivered to Purchaser a true, correct and complete copy of each written Material Contract. Seller is not in material breach or material default of any of the Material Contracts and no event has occurred that with notice or lapse of time, or both, would constitute a material default by Seller under any Material Contract. To the Knowledge of Seller, no other party to a Material Contract is in material breach or material default of such Material Contract and no event has occurred that with notice or lapse of time, or both, would constitute a material default by such other party under any Material Contract. No party has repudiated in writing or, to the Knowledge of Seller, otherwise provided notice of its intention to repudiate any provision of a Material Contract. To the Knowledge of Seller, none of the Material Contracts are subject to any Claims, charges, set offs, or defenses. Seller has not given to or received from any other Person any written or, to the Knowledge of Seller, other notice regarding any material violation or breach of, or default under, any Material Contract or Nondisclosure Agreement.

Section 5.12 Taxes.

(a) Seller has timely filed (taking into account extensions of time within which to file) all material Tax Returns relating, in whole or in part, to the Business or any of the Transferred Assets that are required to be filed by it under applicable Law. All such Tax Returns were true, complete, and correct in all material respects and were prepared in material compliance with applicable Law. Seller has timely paid all Taxes (whether or not shown on any Tax Return) required to be paid by it, in each case relating the Business or any of the Transferred Assets. There is no extension of time within which to file any Tax Return relating, in whole or in part, to the Business or any of the Transferred Assets (other than automatic extensions), and no statute of limitations with respect to any Taxes of Seller relating to the Business or any of the Transferred Assets has been extended or waived, which extension or waiver remains in effect.

(b) No written claim or dispute with respect to any Taxes of Seller has been raised by any Governmental Authority, nor does Seller have Knowledge of such a claim or dispute being threatened, which claim or dispute could give rise to any Encumbrance on the Business or Transferred Assets or Liability imposed on Buyer. All deficiencies asserted or assessments made against Seller as a result of any Tax examinations by a Governmental Authority have been fully paid or otherwise settled, and there are no other Tax audits or Tax investigations of Seller by any Governmental Authority in progress. No written claim has ever been made by a Governmental Authority in a jurisdiction where no Tax Return has been filed by or with respect to Seller that the Business or any of the Transferred Assets is or may be subject to taxation in such jurisdiction. There are no Encumbrances for Taxes, other than Permitted Encumbrances, on the Business or any of the Transferred Assets nor, to the Knowledge of Seller, is any Governmental Authority in the process of imposing any Encumbrances for Taxes on the Business or any of the Transferred Assets.

(c) Seller has not participated in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4(b) (or any corresponding or similar provision of state, local, or non-U.S. Tax Law) relating to the Business or any of the Transferred Assets.

(d) Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2.

(e) Seller has not granted any powers of attorney concerning any Taxes or Tax Returns in respect of the Business or any of the Transferred Assets, which powers of attorney will remain in effect after the Closing.

(f) None of the Business or any of the Transferred Assets is subject to any Tax indemnity, Tax sharing, Tax allocation or similar agreement that will be binding on Buyer after the Closing.

(g) No private letter rulings, technical advice memoranda or similar agreements or rulings related to Taxes have been requested, entered into or issued by any Governmental Authority with respect to the Business or any of the Transferred Assets.

(h) None of the Transferred Assets: (i) is "tax-exempt use property" within the meaning of Section 168(h) of the Code; (ii) directly or indirectly secures any debt the interest on which is tax-exempt under Section 103(a) of the Code; (iii) is property that is required to be treated as being owned by any other person pursuant to the provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954; or (iv) is subject to a lease under Section 7701(h) of the Code or under any predecessor section.

(i) Seller has duly withheld and paid over to the appropriate Governmental Authorities all Taxes required to be withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. Seller (i) has not misclassified any person as an independent contractor rather than as an employee and (ii) does not have any actual or potential obligation to reimburse or otherwise "gross up" any person for Taxes incurred arising from Seller's misclassification of the person as an independent contractor rather than an employee.

(j) With respect to the Business and the Transferred Assets, Buyer will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after the Closing Date as a result of any prepaid amount or any other income eligible for deferral under the Code or Treasury Regulations promulgated thereunder (including pursuant to Code Sections 455 or 456, Treasury Regulations Section 1.451-5 and Revenue Procedure 2004-34, 2004-33 I.R.B. 991) received on or prior to the Closing Date.

Section 5.13 Intellectual Property.

(a) Schedule 5.13(a) of the Seller Schedules sets forth a list of all Product Intellectual Property that is registered or for which an application for registration has been filed, in each case under the authority of any Governmental Authority (collectively, the "**Registered Intellectual Property**"), including (i) the jurisdiction or private registrar in which such item of Registered Intellectual Property has been registered or filed; (ii) the current owner thereof, as identified by such Governmental Authority; (iii) the applicable application, registration or serial number thereof; and (iv) the date of application, registration, and/or issuance, as applicable.

(b) Except with respect to Licensed Intellectual Property or any Product Intellectual Property for which a Third Party retains a co-ownership interest or grants or is granted a license thereto, in each case, as indicated on Schedule 5.13(b) of the Seller Schedules, Seller or an Affiliate of Seller is the sole and exclusive owner of all Product Intellectual Property, free and clear of Encumbrances other than Permitted Encumbrances. As of the date hereof, all exclusively licensed Registered Intellectual Property included in the Licensed Intellectual Property is valid and enforceable and neither Seller nor any Affiliate has taken any action that could reasonably be expected to result in the abandonment, cancellation or forfeiture of any such Licensed Intellectual Property and neither Seller nor any Affiliate is aware of any action taken by any Third Party licensor that has or could reasonably be expected to result in the abandonment, cancellation or forfeiture of any such Licensed Intellectual Property (including the failure to pay any filing, maintenance or renewal fees). To Seller's Knowledge, all prosecution of Patents in the exclusively Licensed Intellectual Property has been conducted in compliance in all material respects with Laws.

(c) (i) Neither Seller nor any of its Affiliates has received any written (or, to the Knowledge of Seller, oral) communication from any Person contesting or threatening to contest, nor is Seller or any of its Affiliates a party to any pending Proceeding in which any Person is contesting the right of Seller or its Affiliates to use, exercise, sell, license, transfer or dispose of any Product Intellectual Property, and (ii) other than as set forth in correspondence from Governmental Authorities in connection with ordinary course patent prosecution proceedings, neither Seller nor any of its Affiliates has received any written (or, to the Knowledge of Seller, oral) communication from any Person challenging or threatening to challenge, nor is Seller or any of its Affiliates a party to any pending Proceeding in which any Person is challenging the ownership, validity or enforceability of any Owned Product Intellectual Property. Seller has no Knowledge of any fact that could form the basis of any such challenge. Seller and its Affiliates are not subject to any outstanding order, judgment, decree or stipulation restricting in any manner the licensing, assignment, transfer, use or conveyance of the Product Intellectual Property by Seller or any of its Affiliates.

(d) There is no Proceeding alleging that the conduct of the Business by Seller constitutes infringement, misappropriation or other violation of any Intellectual Property of any Third Party, and Seller has not received any written notice (or to Seller's Knowledge, oral notice) from any Third Party making any such allegation. To Seller's Knowledge, no Third Party is infringing, misappropriating or otherwise violating any of the Product Intellectual Property.

(e) Schedule 5.13(e) of the Seller Schedules sets forth a true, correct and complete list of all licenses, sublicenses and other Contracts to which Seller or any of its Affiliates is a party and pursuant to which any Third Party grants to Seller or any of its Affiliates (i) any right to make, have made, use, sell, have sold, offer for sale, import or otherwise distribute any Product, or to otherwise use any Product Intellectual Property, (ii) any covenant not to assert or sue or other immunity from suit under or any other rights to, any Intellectual Property Covering any Product or any Product Intellectual Property, (iii) any ownership right or title, whether actual or contingent, to any Intellectual Property Covering any Product or any Product Intellectual Property, or (iv) an option or right of first refusal relating to any Intellectual Property Covering any Product or any Product Intellectual Property (collectively, "**Inbound Licenses**"); provided, that Schedule 5.13(e) of the Seller Schedules need not list, and Inbound Licenses do not include, any: (1) licenses for off-the-shelf software or generally available licenses in the Ordinary Course of Business; (2) non-disclosure agreements, or (3) invention assignment agreements with employees, consultants and contractors that assign or grant to Seller or its Affiliate ownership of inventions and Intellectual Property. As of the date of this Agreement, neither Seller nor its Affiliates nor, to Seller's Knowledge, any Third Party is in material breach or violation of, or in incurable default under, any Inbound License. Neither Seller nor its Affiliates, as applicable, has received or delivered any written claim of any such material breach, violation or default.

(f) None of Seller or any of its Affiliates has granted to any Third Party any outbound licenses under the Product Intellectual Property, other than non-exclusive licenses granted to vendors, manufacturers, suppliers, distributors or other Persons performing manufacturing, supply, marketing or other services on behalf of Seller or any of its Affiliates.

(g) Seller and its Affiliates have taken commercially reasonable measures to protect and maintain the proprietary nature of the Product Intellectual Property. All Seller employees who have participated in the conception, creation or development of any Owned Product Intellectual Property have executed and delivered to Seller or its Affiliate, as applicable, a valid and enforceable Contract providing for the present assignment by such Person to Seller or its Affiliate, as applicable, of all rights in such Owned Product Intellectual Property.

(h) No trade secret constituting Product Intellectual Property has been authorized to be disclosed or has been actually disclosed by Seller or its Affiliates to any employee, consultant or independent contractor or any Third Party, in each case, other than pursuant to a written non-disclosure agreement including restrictions on the disclosure and use of the Product Intellectual Property that constitutes such trade secret. To the Knowledge of Seller, no employee, consultant or independent contractor or Third Party has materially breached or is in breach of any such non-disclosure agreement.

(i) Neither the execution, delivery nor performance of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby or thereby will (i) result in, or give any other Person the right to cause, a loss of or Encumbrance or restriction on or additional payment obligation with respect to any Product Intellectual Property; (ii) constitute a breach by Seller of any Inbound License; (iii) result in the grant, assignment or transfer to any other Person of any license or other rights or interests under any Product Intellectual Property, including any right to consent to Buyer's use thereof; or (iv) cause any cancellation, termination, suspension of, or acceleration of any payment with respect to, any Inbound License.

(j) (i) No funding, facilities or personnel of any Governmental Authority, non-profit organization or educational or research institution were used, directly or indirectly, to develop or create, in whole or in part, any of the Transferred Assets, and (ii) no Governmental Authority, non-profit organization or educational or research institution has any right to, or right to royalties or other payment for, or to impose any requirement on the manufacture or commercialization of any product incorporating Transferred Assets.

(k) Schedule 5.13(k) of the Seller Schedules identifies (i) all Transferred Contracts pursuant to which Seller has any current or future obligations to pay any royalties or to provide other consideration and (ii) Seller's current outstanding or future obligations to pay any royalties or to provide other consideration to any other Person to exploit any Transferred Asset.

Section 5.14 Privacy and Information Security.

(a) Seller and its Affiliates have materially complied with all applicable (A) Privacy Laws, (B) terms of any Contract by which the Seller and its Affiliates are bound related to privacy, information security, or Processing of Sensitive Data (including without limitation, data processing agreements, information security schedules, and data transfer agreements), (C) industry and self-regulatory standards, frameworks, certifications, and codes of conduct related to privacy or information security to which the Seller and its Affiliates are contractually bound or purports to comply with, and (D) Privacy Notices, (collectively, (A)-(D) are the “**Privacy Requirements**”). Seller and its Affiliates have: (i) provided adequate notice and obtained all necessary consents, in each case, as required for its Processing of Sensitive Data under applicable Privacy Requirements; (ii) complied with its obligations under any permit, license, government filing or other obligation regarding its Processing of Sensitive Data; and (iii) abided by any applicable opt-outs and consents related to Personal Data.

(b) Seller and its Affiliates have posted, provided, or made available, Privacy Notices where required under, and in a manner that complies with, applicable Privacy Requirements. No disclosure made or contained in any Privacy Notice is, or has been, materially inaccurate, incomplete, misleading, or deceptive (including without limitation by omission), or has violated Privacy Laws. Seller and its Affiliates have made available to Buyer true, correct and complete copies of all Privacy Notices.

(c) Seller and its Affiliates have contractually obligated all third parties that Process or have access to Sensitive Data or IT Systems on behalf of the Seller or its Affiliates to (i) comply with applicable Privacy Requirements; (ii) Process Sensitive Data only in accordance with the instructions of the Seller or its Affiliates; and (iii) implement and maintain reasonable and appropriate measures to protect and secure Sensitive Data (including without limitation against Security Incidents). To the Knowledge of Seller, no such third parties have failed to comply with any such obligations.

(d) Seller and its Affiliates have sufficient rights and authority, including, without limitation, under applicable Privacy Requirements, to permit the Processing of Personal Data by or for the Business, and by or for the Buyer’s intended purposes after the Closing Date (as such purposes have been disclosed to the Seller or its Affiliates, or of which the Seller or its Affiliates are aware). Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated by this Agreement, nor the disclosure or transfer of Sensitive Data to Buyer in connection with the transactions contemplated by this Agreement, will violate any Privacy Requirements.

(e) Seller and its Affiliates are not subject to any Proceeding, Governmental Order or Contract with any Governmental Authority or other Person which restricts, impairs, encumbers, hinders, or imposes requirements in connection with, its Processing of any Sensitive Data. There is not, and has not been, any Proceeding or other allegation involving the Seller and its Affiliates or, to the Knowledge of Seller, any Person Processing Sensitive Data for or on behalf of the Company, by any Governmental Authority or other Person relating to the Seller’s or its Affiliates’ privacy or data security practices, the security of any IT Systems or the Processing of Sensitive Data.

(f) Seller and its Affiliates have implemented and maintained and complied with a comprehensive written information security program that (i) includes reasonable administrative, technical, physical, security and organizational measures, controls, policies and safeguards, (ii) complies with applicable Privacy Requirements, (iii) designed to preserve and protect the confidentiality, availability, security, and integrity of all IT Systems and Sensitive Data, and (iv) identifies, prevents and mitigates Security Incidents, vulnerabilities, and internal and external risks to the security of the IT Systems and Sensitive Data. Seller and its Affiliates have taken and, if applicable, are currently taking prompt, appropriate action (including without limitation, where appropriate, eliminating or mitigating risks, threats, and vulnerabilities to a reasonable and appropriate level) in response to all material risks, threats, and vulnerabilities identified in assessments, scans, penetration tests, or other analyses related to the Seller, its Affiliates, or the IT Systems or about which the Seller or its Affiliates are aware. The IT Systems are free from Malicious Code and neither the Seller nor its Affiliates have identified or are aware of any vulnerabilities classified as “medium,” “critical,” or “high” (or of similarly significant risk) affecting IT Systems that have not been fully remediated.

(g) Neither Seller nor its Affiliates have experienced a Security Incident. Seller and its Affiliates have not received any claim or notice from any Person, Governmental Authority, or other third party that a Security Incident may have occurred or is being investigated. To the Knowledge of Seller, no circumstance has arisen that may result in a Security Incident or in which Privacy Requirements would require or have required the Seller or its Affiliates to notify a Person, Governmental Authority, or other third party of a Security Incident.

Section 5.15 Insurance. There are no claims related to the Business, the Transferred Assets or the Assumed Liabilities pending under any insurance policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights.

Section 5.16 No Liabilities. Seller has no Liabilities relating to, or arising out of, the Transferred Assets, except for those Liabilities set forth on Schedule 5.16 of the Seller Schedules or Liabilities relating to Taxes. Seller has not assumed, guaranteed or otherwise become directly or contingently liable on any Liabilities (other than Tax Liabilities) relating to, or arising out of, the Business or the Transferred Assets, of any other Person.

Section 5.17 Solvency. Seller is solvent and currently: (i) is able to pay its debts as they become due; (ii) owns property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (iii) has adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Seller.

Section 5.18 Clinical Supply. Schedule 2.2(a)(viii) of the Seller Schedules lists all of the Clinical Supply (broken down by number of units) as of the date of this Agreement. The Clinical Supply listed on Schedule 2.2(a)(viii) of the Seller Schedules has been maintained in accordance with Seller's manufacturing practices and is in usable condition for the development of ICVB-1042, subject to its shelf life, as conducted by Seller prior to the Closing. The quantity of ICVB-1042 included in such Clinical Supply has been manufactured in accordance with cGMP in all material respects and conforms to the applicable specifications for ICVB-1042. The remaining shelf life for each batch of ICVB-1042 drug product included in the Clinical Supply, before scheduled retest to extend expiry, is specified on Schedule 2.2(a)(viii) of the Seller Schedules. Expiry dates are based on all stability data available.

Section 5.19 Investment Representations.

(a) Seller acknowledges and understands that its investment in the Parent Shares involves substantial risk and, when issued by Buyer in accordance with this Agreement, (i) will not be registered for sale under the Securities Act or any other applicable securities Laws, (ii) will not be tradable on any national exchanges as of the date of this Agreement, and (iii) may not be offered, sold or otherwise transferred except in compliance with the registration requirements of the Securities Act and any other applicable securities Laws or pursuant to an exemption therefrom, and in each case in compliance with the conditions set forth in this Agreement.

(b) Seller acknowledges and understands that it is acquiring the Parent Shares for its own account, for investment purposes only and not with a view toward, or for sale in connection with, any distribution thereof, or with any present intention of distributing or selling any Parent Shares, in each case, in violation of the federal securities laws or any other applicable Law.

(c) Seller represents that it is an "**Accredited Investor**" as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

(d) [Reserved.]

(e) Seller acknowledges and agrees that the book entries or certificates evidencing the Parent Shares shall bear a restrictive legend substantially similar to the legend set forth in Section 3.7(a).

(f) Seller represents that it has received all the information that it considers necessary or appropriate for deciding whether to acquire Parent Shares and has had the opportunity to ask questions and receive answers from Buyer regarding the Parent Shares and the business, properties, prospects, and financial condition of Buyer and the terms and conditions of the transactions contemplated hereby and to obtain such additional information (to the extent Buyer possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to Seller or to which Seller had access. Seller represents that it is a sophisticated and experienced investor and is capable of evaluating, to its satisfaction, the accounting, tax, financial, legal and other risks associated with transactions contemplated hereby, and has retained outside legal counsel and has had the opportunity to consult with his, her or its accounting, tax, financial and legal advisors to be able to evaluate the risks involved in the transactions contemplated hereby and to make an informed investment decision with respect to the transactions contemplated hereby.

Section 5.20 No Reliance. Seller acknowledges and agrees that neither Parent, Buyer nor any other Person, including any officer, agent, representative or employee of Parent or Buyer, is making any representations or warranties whatsoever, express or implied, at law or in equity, in connection with this Agreement or the transactions contemplated hereby beyond those expressly given by Parent and Buyer in Section 6, and Seller is not relying on any other representations or warranties not expressly made by Parent and Buyer in Section 6.

SECTION 6

REPRESENTATIONS AND WARRANTIES OF PARENT AND BUYER

Parent and Buyer each hereby represents and warrants, except as set forth in the Buyer Schedules, which exceptions shall be arranged in sections corresponding to the numbered and lettered Sections of this SECTION 6 to which such exceptions relate, to Seller as of the Closing Date that:

Section 6.1 Buyer's Organization; Good Standing. Parent is duly organized, validly existing and, to the extent legally applicable, in good standing under the laws of Israel and has the requisite power and authority to operate its business as now conducted. Buyer is duly organized, validly existing and in good standing under the DGCL and has the requisite power and authority to operate its business as now conducted. Parent and Buyer each is duly qualified to conduct business as a foreign corporation and is in good standing in every jurisdiction where the nature of the business conducted by it makes such qualification necessary, except where the failure to so qualify or be in good standing would not prevent or materially delay the consummation of the transactions contemplated hereby.

Section 6.2 Authority; Enforceability. Each of Parent and Buyer has the requisite organizational power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the other Transaction Agreements by Parent and Buyer and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized. This Agreement has been duly executed and delivered by each of Parent and Buyer, and upon execution and delivery thereof, the other Transaction Agreements will have been duly executed and delivered by Parent and Buyer, and assuming the due authorization, execution and delivery of this Agreement by Seller, this Agreement constitutes, and upon the due authorization, execution and delivery thereof by Seller, the other Transaction Agreements will constitute the legal, valid and binding obligation of Parent and Buyer, enforceable against Parent and Buyer in accordance with the terms hereof, subject to the Enforceability Exceptions.

Section 6.3 No Conflicts. Provided that all consents, approvals, authorizations and other actions described in Section 6.4 have been obtained or taken, except as may result from any facts or circumstances relating to Seller or its Affiliates, the execution, delivery and performance by Parent and Buyer of the Transaction Agreements and the consummation by Parent and Buyer of the transactions contemplated hereby and thereby do not, and will not (i) conflict with or violate any Law or Governmental Order applicable to Parent or Buyer, (ii) conflict with or violate, in any material respect, any provision of the Organizational Documents of Parent or Buyer, or (iii) result in any material breach of, or constitute an incurable default under, or give to any Person any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Encumbrance pursuant to any note, bond, mortgage, indenture, Contract, agreement, lease, license, Permit, franchise or other material instrument to which Parent or Buyer is a party, except, with respect to the foregoing clauses (i) and (iii) which would not prevent or materially delay the ability of Parent or Buyer to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements.

Section 6.4 Consents and Approvals. The execution, delivery and performance by Parent and Buyer of the Transaction Agreements and the consummation by Parent and Buyer of the transactions contemplated hereby and thereby do not and will not require any material consent, approval, authorization or other action by, or any material filing with or notification to, any Governmental Authority by Parent or Buyer or any of their respective Affiliates, except where the failure to obtain such consent, approval, authorization, or action or to make such filing or notification would not reasonably be expected to materially delay the ability of Parent or Buyer to consummate the transactions contemplated by, or perform its obligations under, the Transaction Agreements.

Section 6.5 Absence of Restraints; Compliance with Laws.

(a) To the Knowledge of Buyer, there exist no facts or circumstances that would reasonably be expected to prevent or delay the ability of Parent or Buyer or any of their respective Affiliates to consummate the transactions contemplated by, or to perform their respective obligations under, the Transaction Agreements.

(b) Neither Parent, Buyer nor any of their respective Affiliates that are or will be party to any Transaction Agreements are in violation of any Laws or Governmental Orders applicable to them or by which any of their respective material assets is bound or affected, except for violations the existence of which would not reasonably be expected to materially prevent or delay their ability to consummate the transactions contemplated by, or to materially perform their respective obligations under, the Transaction Agreements.

Section 6.6 Litigation. There is no Proceeding pending or, to the Knowledge of Buyer, threatened against Parent or Buyer or any of its Affiliates which, if adversely determined, would materially interfere with the ability of Parent or Buyer to perform its obligations hereunder.

Section 6.7 No Brokers. Parent and Buyer will be solely responsible for any commission, finder's fee or other fees and expenses for services rendered by any broker, finder, financial advisor or investment bank in connection with the transactions contemplated hereby based on arrangements made by Parent, Buyer or any of their respective Affiliates.

Section 6.8 SEC Reports, Financial Statements.

(a) Parent has timely filed or furnished each form, report, schedule, registration statement, definitive proxy statement and other document (together with all amendments thereof and supplements thereto) required to be filed or furnished by Parent pursuant to the Securities Act or the Exchange Act with the SEC since January 1, 2024 (as such documents have since the time of their filing been amended or supplemented, the "**Parent SEC Reports**"). As of their respective dates, after giving effect to any amendments or supplements thereto, the Parent SEC Reports (A) complied as to form in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and, to the extent applicable, SOX, and (B) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, *provided, however*, that no representation is made as to the accuracy of any financial projections or forward-looking statements or the completeness of any information filed or furnished by Parent to the SEC solely for the purposes of complying with Regulation FD promulgated under the Exchange Act. As of the date hereof, there are no material outstanding or unresolved comments in comment letters from the SEC staff with respect to any of the Parent SEC Reports.

(b) The audited financial statements and unaudited interim financial statements (including, in each case, the notes, if any, thereto) included in the Parent SEC Reports (the “**Parent Financial Statements**”) complied in all material respects with the published rules and regulations of the SEC with respect thereto in effect at the time of filing or furnishing the applicable Parent SEC Report, were prepared in accordance with GAAP, applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by the SEC on Form 8-K, Form 10-Q or any successor or like form under the Exchange Act) and fairly present (subject, in the case of the unaudited interim financial statements, to normal, recurring year end audit adjustments that would not be, individually or in the aggregate, materially adverse to Parent) in all material respects the financial position of Parent, as of the respective dates thereof, and the consolidated results of their operations and cash flows for the respective periods then ended.

(c) Parent maintains a system of internal control over financial reporting (as defined in Rules 13a–15(f) and 15d–15(f) of the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting. Parent (i) maintains disclosure controls and procedures (as defined in Rules 13a–15(e) and 15d–15(e) of the Exchange Act) to provide reasonable assurance that all information required to be disclosed by Parent in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms and is accumulated and communicated to Parent’s management as appropriate to allow timely decisions regarding required disclosure, and (ii) has disclosed, based on its most recent evaluation of internal control over financial reporting, to Parent’s outside auditors and the audit committee of the board of directors of Parent (A) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that are reasonably likely to adversely affect Parent’s ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in Parent’s internal control over financial reporting, and the information described in the foregoing clauses (A) and (B) has been disclosed to Seller prior to the date hereof. Neither Parent nor, to the knowledge of Parent, Parent’s independent registered accountant has received or otherwise had or obtained knowledge of any material complaint, allegation, assertion or claim, whether written or oral, in each case, regarding deficient accounting or auditing practices, procedures, methodologies or methods of Parent or its internal accounting controls or any material inaccuracy in the Parent Financial Statements.

Section 6.9 No Parent Vote Required. No vote or other action of the stockholders of Parent is required by applicable Law, the Organizational Documents of Parent or otherwise in order for Parent to consummate the transactions contemplated hereby.

Section 6.10 Valid Issuance. The Parent Shares, when issued as provided in and pursuant to the terms of this Agreement, will be duly authorized and validly issued, fully paid and nonassessable, and (other than restrictions under applicable securities Laws or as described in Section 3.7) will be free of restrictions on transfer.

Section 6.11 No Reliance. Each of Parent and Buyer acknowledges and agrees that neither Seller nor any other Person, including any officer, agent, representative or employee of Seller, is making any representations or warranties whatsoever, express or implied, at law or in equity, in connection with this Agreement or the transactions contemplated hereby beyond those expressly given by Seller in Section 5 (as modified by the Seller Schedules), and neither Parent nor Buyer is relying on any other representations or warranties not expressly made by Seller in Section 5 (as modified by the Seller Schedules).

SECTION 7

CERTAIN COVENANTS AND AGREEMENTS

Section 7.1 Confidentiality.

(a) The terms of that certain Mutual Non-Disclosure Agreement dated [***] (the “**Confidentiality Agreement**”) between Seller and Parent are incorporated into this Agreement by reference and are continued in full force and effect (and the confidentiality obligations thereunder shall be binding upon Parent and its Affiliates and their respective Representatives) until the Closing, at which time the confidentiality obligations under the Confidentiality Agreement terminate; *provided, however*, that Parent’s confidentiality obligations shall terminate only in respect of that portion of the Confidential Information (as defined in the Confidentiality Agreement) exclusively relating to the Products or otherwise constituting a Transferred Asset, and for all other Confidential Information, the Confidentiality Agreement shall continue in full force and effect in accordance with its terms. Upon Closing, all Confidential Information as it relates solely to the Products shall solely and exclusively vest with Buyer, and notwithstanding any conflicting provision of the Confidentiality Agreement, Seller and its Affiliates and their respective Representatives will be obligated to maintain the confidentiality of any of such Confidential Information that is a trade secret under applicable Law as a trade secret for so long as the Confidential Information maintains its status as a trade secret and to not use such Confidential Information after the Closing without the express written consent of Buyer.

(b) Without derogating from the generality of the foregoing, upon and following the Closing until the date that is six (6) years after the last Royalty Report, Seller and its Affiliates and their respective Representative will keep in strict confidence any and all information, whether written or oral, concerning the Business or which is provided by Buyer or its Affiliates or their respective Representatives, pursuant to this Agreement, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of its Affiliates or its Representatives; or (b) is lawfully acquired without obligation of confidentiality by Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which are not Knowledge of Seller or the knowledge of the applicable Affiliate or Representative prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller, its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Buyer in writing and shall disclose only that portion of such information which Seller is legally required to be disclosed; provided that Seller shall use commercially reasonable efforts at Buyer’s sole cost and expense to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

Section 7.2 Books and Records. Seller and its Affiliates shall have the right to retain copies of all Transferred Records relating to: (a) periods ending on or prior to the Closing Date, and (b) Seller’s completion of close-out activities associated with the Clinical Trial following the Closing Date. For a period of six (6) years after the Closing, Buyer and Seller shall: (i) retain the Transferred Records and all other books and records related to the Transferred Assets; and (ii) upon a Party’s reasonable notice to the other Party and during normal business hours, cooperate with and provide the requesting Party, any of such Party’s Affiliates, and the officers, employees, agents and Representatives of such Party and such Party’s Affiliates reasonable access to such Transferred Records, including as may be necessary for the preparation of financial statements, regulatory filings, Tax Returns, or in connection with any Proceedings. Each Party and its Affiliates shall be entitled, at their expense and subject to reasonable and customary confidentiality undertakings, to make copies of the books and records to which they are entitled access pursuant to this Section 7.2. For the sake of clarity, any Confidential Information in the Transferred Records or otherwise in the Transferred Assets shall become Buyer’s Confidential Information upon Closing.

Section 7.3 [Reserved.]

Section 7.4 Transfer and Assumption of Regulatory Commitments; Final Clinical Trial Results. From and after the Closing Date, Buyer will assume control of, and responsibility for all costs and Liabilities arising from or related to any Transferred Regulatory Documentation, including any commitments or obligations to any Governmental Authority involving the Business arising after the Closing Date, but for clarity excluding the Product IND and all Liabilities associated with the Clinical Trial, whether arising prior to, on or after the Closing Date. Seller shall, as further set forth in Section 7.10, (a) timely complete all close-out activities associated with the Clinical Trial following the Closing Date; (b) timely complete and submit all required Clinical Trial Results (as defined in Section 7.10) associated with the Clinical Trial under the Product IND following the Closing Date; and (c) provide Buyer with a copy of such Clinical Trial Results promptly after availability thereof.

Section 7.5 Certain Tax Matters.

(a) Cooperation. Each of Buyer and Seller shall reasonably cooperate, as and to the extent reasonably requested by the other Party and at the requesting Party's sole cost and expense, in connection with the preparation and filing of any Tax Return and the defense of any Tax Contest, in each case, relating to the Business or the Transferred Assets or arising from the transactions contemplated hereby (including Transfer Taxes, as defined herein), and the preparation of the Allocation Statement (as defined herein). Such cooperation shall include, upon the other Party's reasonable request, providing information and records that are reasonably relevant to any such Tax Return or Tax Contest or the Allocation Statement and making available employees on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Each of Seller and Buyer further agree, upon written request, to use commercially reasonable efforts (i) to obtain any certificate or other document from any Governmental Authority or any other Person, and (ii) to prepare, execute and deliver any certificate, in each case, as may be necessary to mitigate, reduce or eliminate any Tax relating to the Transferred Assets or Business that could be imposed (including, but not limited to, with respect to the transactions contemplated under this Agreement). Seller shall retain all Tax books and records and abide by all record retention agreements entered into with any Governmental Authority, in each case, relating to the Business or the ownership, lease or operation of the Transferred Assets prior to the Closing and Seller shall give Buyer reasonable written notice prior to destroying or discarding any such books and records and, if Buyer so reasonably requests, allow Buyer to take possession of such books and records.

(b) Transfer Taxes. All stamp, documentary, filing, recording, registration, license, sales, use, transfer, excise, value-added and other similar Taxes incurred in connection with the transfer of the Transferred Assets to Buyer (collectively, "**Transfer Taxes**") shall be borne and paid by fifty percent (50%) by Buyer and fifty percent (50%) by Seller. The Party required to do so under applicable Law shall prepare and timely file any Tax Returns in connection therewith, and the other Party shall reimburse the first party for its share of related Transfer Taxes; provided that Buyer and Seller shall reasonably cooperate and each use commercially reasonable efforts to (i) effect the transfer of the Transferred Assets in a manner that minimizes any such Transfer Taxes and (ii) complete any forms required to claim an available exemption from such Transfer Taxes. The covenant in (i) shall include, to the extent reasonably practicable and requested by Buyer, Seller delivering, or causing to be delivered, to Buyer all of the Transferred Assets through electronic delivery or in another manner reasonably expected and legally permitted to minimize or avoid the incurrence of any Transfer Taxes if such method of delivery does not adversely affect the condition, operability, or usefulness of any Transferred Asset.

(c) Allocation of Taxes. For purposes of this Agreement, in the case of any property or similar ad valorem Taxes with respect to any Straddle Period, Seller shall be responsible for the portion of such Taxes apportioned to the portion of such Straddle Period ending on the Closing Date and Buyer shall be responsible for the portion of such Taxes apportioned to the portion of such Straddle Period beginning after the Closing Date. For purposes of this provision, the Taxes for any such Straddle Period shall be apportioned to the portion of the period ending on the Closing Date by multiplying the total Taxes for the Straddle Period by the ratio of the number of days in such period for the period ending on (and including) the Closing Date to the total number of days in the period and the remainder of such Taxes shall be allocated to the portion of such Tax period beginning after the Closing Date.

(d) Allocation of Tax Purchase Price; Tax Treatment. No later than 90 days following the Closing Date, Buyer shall prepare and deliver to Seller a copy of IRS Form 8594 (the “**Allocation Statement**”) allocating the Purchase Price (and any other items treated as purchase price, including relevant Assumed Liabilities, as determined for Tax purposes) among the Transferred Assets based on the Transferred Assets’ relative fair market values, as such fair market values are determined pursuant to Schedule 7.5(d) (the “**Allocation Methodology Schedule**”), and consistent with the requirements of Section 1060 of the Code and the Treasury Regulations promulgated thereunder, for Seller’s review, comment and approval. Seller shall notify Buyer of any objections to the Allocation Statement within thirty (30) days of receipt of the Allocation Statement, and Buyer and Seller shall endeavor to resolve such objections in good faith. If Buyer and Seller cannot resolve any such objections within thirty (30) days after Seller has so objected (or such shorter or longer period as Buyer and Seller may agree), then Buyer and Seller shall submit the item(s) remaining in dispute (but only such item(s)) to the Accounting Firm for resolution in accordance with the Allocation Methodology Schedule. The cost and expenses of the Accounting Firm with respect to the resolution of any disputes pursuant to this Section 7.5(d) shall be borne equally by Buyer and Seller. Each of Seller and Buyer shall report, and file any required Tax Returns (including, but not limited to, IRS Form 8594) in all respects and for all purposes consistent with the finally agreed-upon Allocation Statement (and any supplement or revision thereto). Neither Seller nor Buyer shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the Allocation Statement unless required to do so by applicable Law (including, for this purpose, a “determination” within the meaning of Section 1313(a) of the Code).

(e) Seller Tax Returns. Seller agrees to make available to Buyer copies of Seller’s (i) material Tax Returns and its other Tax books and records, workpapers, and correspondences to the extent related solely to the Business or the Transferred Assets (excluding, for the avoidance of doubt), and (ii) income Tax Returns and other Tax books and records not solely related to the Business or the Transferred Assets.

Section 7.6 Further Assurances.

(a) Each of Seller, Parent and Buyer shall execute and deliver, or cause to be executed and delivered, such documents and other instruments and take, or cause to be taken, such further actions as may be reasonably required or reasonably requested by the other Party to carry out the provisions of the Transaction Agreements and give effect to the transactions contemplated hereby or thereby.

(b) From time to time following the Closing, Seller, Parent and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquittances and instruments, and shall take such reasonable actions as may be necessary or appropriate, to make effective the transactions contemplated hereby as may be reasonably requested by the other Party hereto (including (i) transferring back to Seller or its designated Affiliates (and having Seller or its Affiliate assume) any asset or liability not contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or liability was transferred to Buyer or its Affiliates at or after the Closing, and (ii) transferring to Buyer or its designated Affiliates (and having Buyer or its Affiliate assume) any asset or liability contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred to or assumed by Buyer or its Affiliates at the Closing).

(c) In the event that, notwithstanding the provisions of this Agreement, any Third Party attempts to collect an Assumed Liability from Seller or its Affiliates, or an Excluded Liability from Buyer or its Affiliates, and (i) any claim or demand is made by such Third Party in respect of any such liability against Seller or its Affiliates or Buyer or its Affiliates, respectively or (ii) any investigation, suit or Proceeding is commenced against Seller or its Affiliates or Buyer or its Affiliates, respectively, in respect of any such liability, then, in each such case, (y) the Party receiving such claim or demand, or notice of such investigation, suit or Proceeding, shall promptly notify the other Party and send such Party any relevant documentation received in connection therewith, and (z) the Party whose liability such liability was intended to be hereunder (e.g., if such liability was specifically contemplated by this Agreement to be an Assumed Liability, then Buyer, or if such liability was specifically contemplated by this Agreement to be an Excluded Liability, then Seller) shall assume the defense and control of any such claim, demand, investigation, suit or Proceeding. For the avoidance of doubt, from and after the Closing Date (1) Seller shall not be authorized to consent to a settlement of, or the entry of any judgment arising from, any Assumed Liability, without the consent of Buyer, (2) Buyer shall not be authorized to consent to a settlement of, or the entry of any judgment arising from, any Excluded Liability, without the consent of Seller; provided, that Buyer or Seller, respectively, shall (A) pay all amounts arising out of such settlement or judgment concurrently with the effectiveness thereof and (B) obtain, as a condition of such settlement or other resolution, a complete release of Seller and its Affiliates or Buyer and its Affiliates, respectively and (3) any Losses incurred by Seller or its Affiliates in respect of any such Assumed Liability, or any Losses incurred by Buyer or its Affiliates in respect of any such Excluded Liability, shall be deemed to be Assumed Liabilities and Excluded Liabilities, respectively, and Buyer and Seller, shall reimburse Seller and Buyer, respectively, for any such reasonable and documented Losses.

(d) To the extent any of the Transferred Assets are not delivered to Buyer at the Closing in accordance with Section 2.5, Seller shall promptly deliver any such Transferred Asset to Buyer at Seller's sole cost and expense in a manner reasonably acceptable to Buyer.

Section 7.7 Restrictive Covenants. In consideration of the terms of this Agreement and the purchase by Buyer of the Transferred Assets, Seller on behalf of itself and its Affiliates agrees to the following covenants in order to protect the goodwill and assets being purchased by Buyer. Therefore, in consideration, among other things, of Buyer's acquisition of the Transferred Assets and Seller's receipt of material consideration on the terms set forth in this Agreement, and the covenants contained in the Agreement, Seller covenants and agree with Buyer as follows:

(a) Definitions.

(i) For purposes of this Section 7.7, "**Restricted Business**" means the Business as presently conducted or contemplated to be conducted by Seller throughout the world.

(ii) For purposes of this Section 7.7, "directly or indirectly engage" includes any of the following actions by Seller: (A) carrying on or engaging in any activities whether on Seller's own account or jointly with others (including any entity), including in the capacity of an owner, principal, director, officer, agent, employee, security holder, consultant, partner, trustee or beneficiary of a trust, lender, joint venture, member, proprietor, stockholder or limited partner of a business; (B) carrying on or engaging in negotiations with respect to the investment in, or acquisition or disposition of, any business; or (C) giving advice to any other person, firm, association, corporation or other entity in any capacity (except that "giving advice" shall not include normal professional interchange between or among those in the industry, so long as Seller has no family or financial interest in the enterprise(s) with respect to which such advice is being given).

(iii) For purposes of this Section 7.7, the "**Restricted Period**" shall mean the period commencing on the Closing Date and ending on the second anniversary of the Closing Date.

(b) Non-Competition. During the Restricted Period, Seller shall not, other than in the performance of services to Buyer and its subsidiaries or in the completion of the Clinical Trial, directly or indirectly engage in any Restricted Business.

(c) Non-Solicitation. During the Restricted Period, Seller shall not, other than in the performance of services to Buyer and its subsidiaries, knowingly directly or indirectly engage in influencing or attempting to influence any customers, distributors, contractors or suppliers of Buyer or any of its subsidiaries to divert their business or services to any competitor of Buyer or any of its subsidiaries or in any way adversely interfere with the relationship between any such customer, distributor, contractor or supplier and Buyer or any of its subsidiaries in respect of the Business.

(d) Non-Disparagement. During the Restricted Period, neither Seller nor Buyer shall directly or indirectly engage in the making of any written (including electronic) or oral statements that disparage or defame Buyer, Seller, the Business, or Buyer's or Seller's officers and members of their boards of directors. Buyer and Seller acknowledge and agree that the foregoing prohibitions will not be violated by providing truthful statements or information if legally compelled to do so or by communicating with or providing truthful information to any Governmental Authority.

(e) Limitations.

(i) Nothing in this Section 7.7 shall prohibit making good faith generalized solicitations for employees and contractors through the placement of general media advertisements or on recruiting websites as long as such solicitations are not specifically targeted at or focused on any Restricted Person or related to any Restricted Business.

(ii) Nothing in this Section 7.7 shall prevent Seller from holding or making investments not in excess of (A) 1% of the outstanding securities of any business engaging in Restricted Business that is a publicly-traded entity or (B) 5% of the investment in a privately-held business engaging in Restricted Business where such investment is made through a venture capital, private equity or other pooled investment fund that is wholly-owned by Seller.

(f) Acknowledgments Regarding Restrictive Covenants.

(i) Seller represents, stipulates and acknowledges that (A) the execution of the covenants in this Section 7.7 is a material inducement to Buyer to enter into the Agreement and consummate the transactions contemplated hereby, (B) it may cause Buyer serious and irreparable injury and cost if Seller were to use its ability and knowledge in competition with Buyer, or to otherwise breach the obligations contained herein, (C) the restrictions on competition contained herein are fair and reasonable in both geographic and temporal scope and are necessary to protect Buyer's and Seller's legitimate business interests and the goodwill, know-how and/or customer relationships of Seller being acquired in the transactions contemplated hereby, and (D) Seller has consulted with legal counsel of its own choosing and, after such consultation, knowingly and voluntarily agrees to the provisions of this Section 7.7 and specifically acknowledges the Governing Law; Submission to Jurisdiction provisions set forth in Section 9.12 of this Agreement.

(ii) Seller acknowledges, stipulates and agrees that irreparable injury will result to Buyer in the event of a breach of any of the covenants contained herein, and Seller agrees that in the event of any such breach of any of the provisions set forth herein, Buyer shall be entitled, in addition to any other remedies available to it (including damages and any right of offset), to equitable relief in the form of an injunction or otherwise to restrain any such breach hereof by Seller. Nothing herein contained shall in any way be construed as limiting Buyer's remedies in any way. Seller further agrees that Buyer will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.7, and Seller irrevocably waives any right it may have to require Buyer to obtain, furnish or post any such bond or similar instrument.

(iii) Seller acknowledges and agrees that the rights and remedies of Buyer under this Section 7.7, and the obligations and liabilities of Seller under this Section 7.7, are in addition to their respective rights, remedies, obligations and liabilities under applicable Law.

(g) Modification. It is the intention and the agreement of Buyer and Seller that these provisions in this Section 7.7 shall be construed by the court in such a manner as to impose only those restrictions on Seller's conduct that are reasonable in light of the circumstances and as are necessary to assure to Buyer the benefits of this Section 7.7. If a court of competent jurisdiction determines that this Section 7.7 is unenforceable in whole or in part because one or more provisions of this Section 7.7 is or are unreasonable, the court shall modify this Section 7.7 to the minimum extent necessary to render this Section 7.7 enforceable and shall enforce this Section 7.7 as modified. If the court determines that modification is not permissible under the law and the court shall refuse to enforce all of the separate covenants of this Section 7.7 because taken together they are more extensive than necessary to assure to Buyer the intended benefits of this Section 7.7, it is expressly understood and agreed by Seller and Buyer that the provisions hereof that, if eliminated, would permit the remaining separate provisions to be enforced in such proceeding, shall be deemed eliminated, for the purposes of such proceeding, from this Section 7.7.

Section 7.8 Restrictions on Dissolution and Winding Up.

(a) For a period of [***] following the Closing Date, without Buyer's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), (a) Seller shall not make any distributions to its stockholders or declare or pay any dividends on shares of Seller's capital stock, (b) Seller shall not be wound up, liquidated or dissolved, or initiate any procedures or processes to be wound up, liquidated or dissolved, (c) Seller shall not file or cause to be filed on its behalf a petition in bankruptcy under any provisions of federal or state bankruptcy or insolvency Law or consent to the entry of an order for relief (or any other order with similar effect) under any involuntary bankruptcy proceedings (or any other similar proceedings under state law) commenced against Seller, and (d) Seller shall not seek or cause to be sought on its behalf, nor shall Seller consent to, the appointment of a trustee, receiver, liquidator, assignee for the benefit of creditors or other Person or official with similar duties with respect to the Seller or its assets.

(b) Notwithstanding anything to the contrary in Section 7.8(a), Seller may seek the approval of its stockholders to give the board of directors of Seller the discretion to file, at a time chosen by the board of directors of Seller but no earlier than the date that is [***] following the Closing Date, a certificate of dissolution with the Secretary of State of Delaware in accordance with Section 275 of the Delaware General Corporation Law.

(c) In the event that, in connection with any winding up, liquidation or dissolution, Seller creates or causes to be created a liquidating trust for the purposes of liquidating Seller's assets, Seller shall, subject to Section 9.8, assign to such trust and such trust shall assume all of Seller's rights, interests and obligations under this Agreement (including any obligations to indemnify the Buyer Indemnified Parties pursuant to Section 8), and Buyer shall have the right to enforce the provisions of this Agreement against such trust (including any rights to indemnification or offset pursuant to Section 8) as if such trust was named herein as Seller. No later than [***] prior to creating any such trust or effecting any such assignment, Seller shall provide Buyer with a copy of any trust agreement, assignment agreement, or other document or Contract evidencing such trust and such assignment so that Buyer can confirm compliance with this Section 7.8(c).

Section 7.9 Piggyback Registration.

(a) **Piggyback Rights.** If, at any time on or after the Closing, Parent proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of shareholders of Parent (or by Parent and by the shareholders of Parent), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for a rights offering or an exchange offer or offering of securities solely to Parent's existing shareholders, (iii) for an offering of debt that is convertible into equity securities of Parent or (iv) for a dividend reinvestment plan, then Parent shall give written notice of such proposed filing to Seller as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing underwriter or underwriters, if any, in such offering, and (B) offer to Seller the opportunity to register the sale of such number of Registrable Shares as Parent may request in writing within five (5) days after receipt of such written notice (such registration, a "**Piggyback Registration**"). Parent shall, in good faith, cause such Registrable Shares to be included in such Piggyback Registration and shall use its best efforts to cause the managing underwriter or underwriters of a proposed underwritten offering to permit the Registrable Shares requested by Seller pursuant to this Section 7.9(a) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of Parent included in such registration and to permit the sale or other disposition of such Registrable Shares in accordance with the intended method(s) of distribution thereof. If Seller proposes to distribute its Registrable Shares through an underwritten offering under this Section 7.9(a), Seller shall enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwritten offering by Parent.

(b) Reduction of Piggyback Registration. If the managing underwriter or underwriters in an underwritten registration that is to be a Piggyback Registration, in good faith, advise Parent and Seller in writing that the dollar amount or number of Parent Shares that Parent desires to sell, taken together with (x) the Parent Shares, if any, as to which registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than Seller, (y) the Registrable Shares as to which a Piggyback Registration has been requested pursuant to Section 7.9(a), and (z) the Parent Shares, if any, as to which registration has been requested pursuant to separate written contractual piggy-back registration rights of other shareholders of Parent, exceeds the Maximum Number of Securities, then:

(i) If the registration is undertaken for Parent's account, Parent shall include in any such registration (A) first, the Parent Shares or other equity securities that Parent desires to sell, which can be sold without exceeding the Maximum Number of Securities, (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Shares of Seller exercising its rights to register its Registrable Shares pursuant to Section 7.9(a), which can be sold without exceeding the Maximum Number of Securities, and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Parent Shares, if any, as to which registration has been requested pursuant to written contractual piggy-back registration rights of other shareholders of Parent, which can be sold without exceeding the Maximum Number of Securities;

(ii) If the registration is pursuant to a request by persons or entities other than Seller, then Parent shall include in any such registration (A) first, the Parent Shares or other equity securities, if any, of such requesting persons or entities, other than Seller, which can be sold without exceeding the Maximum Number of Securities, (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Shares of Seller exercising its rights to register the Registrable Shares pursuant to Section 7.9(a), which can be sold without exceeding the Maximum Number of Securities, (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Parent Shares or other equity securities that Parent desires to sell, which can be sold without exceeding the Maximum Number of Securities, and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the Parent Shares or other equity securities for the account of other persons or entities that Buyer is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

(c) Piggyback Registration Withdrawal. Seller has the right to withdraw from a Piggyback Registration for any reason or no reason whatsoever upon written notification to Parent and the underwriter or underwriters (if any) of its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the SEC with respect to such Piggyback Registration. Parent (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the SEC in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement, Parent shall be responsible for the expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 7.9(c).

Section 7.10 License to Seller; Conduct of Clinical Trial.

(a) Effective as of the Closing, Buyer hereby grants to Seller a non-exclusive, non-transferable, fully paid (i) license under the Owned Product Intellectual Property that is necessary to complete and close out the Clinical Trial, and (ii) sublicense under the Licensed Intellectual Property Controlled by Buyer that is Product Intellectual Property and that is necessary to complete and close out the Clinical Trial, in each case (i) and (ii) solely to complete and close out the Clinical Trial in accordance with the protocol therefor as in existence as of the date hereof and the terms of this Section 7.10. Such license will terminate automatically upon the close-out of the Clinical Trial.

(b) Seller may grant sublicenses under the license and, to the extent permitted by the applicable Inbound License, sublicense granted in the preceding subsection (a) solely to its Affiliates and to Third Party contractors conducting activities in connection with the Clinical Trial on behalf of Seller or its Affiliates; provided that Seller shall be responsible for all acts and omissions of its sublicensees and contractors. Seller shall not practice or permit any of its Affiliates or any Third Party to practice the Intellectual Property licensed in the preceding subsection (a) outside the scope of such license and sublicense.

(c) Seller shall conduct the Clinical Trial (including the close-out thereof) in accordance with Laws. Seller shall not dose any subject in the Clinical Trial after the date hereof. Seller shall not use any Third Party contractor (including any clinical site) to conduct the Clinical Trial that was not used prior to the date hereof and disclosed to Buyer, without Buyer's prior written consent.

(d) Seller shall keep Buyer updated on the status and results of the Clinical Trial, on at least a Calendar Quarterly basis, and shall promptly respond to Buyer's requests for information with respect to the Clinical Trial. Seller shall deliver copies of all data, results and reports related to the Clinical Trial (the "**Clinical Trial Results**") promptly after availability thereof. Seller shall promptly assign and hereby assigns to Buyer, effective as of the Closing, all of its and its Affiliates' right, title and interest in, to and under the Clinical Trial Results and any Intellectual Property resulting from or generated in connection with the Clinical Trial, all of which shall thereafter be deemed "**Transferred Assets**" for all purposes.

(e) Seller shall not publish or otherwise publicly disclose any of the Clinical Trial Results without Buyer's approval of the content and timing of such disclosure; provided that Seller may disclose the Clinical Trial Results to the extent required by Laws, and in such case will provide Buyer with as much advance notice of such disclosure as practicable.

SECTION 8

INDEMNIFICATION

Section 8.1 Survival.

(a) Except as otherwise provided herein, all representations and warranties of Seller contained in this Agreement or made pursuant hereto (other than the Fundamental Representations) will remain operative and in full force and effect until the expiration of the eighteen (18)-month period following the Closing Date. The Fundamental Representations will remain operative and in full force and effect until 60 days following the expiration of the statute of limitations applicable to the subject matter of such representations. The representations and warranties of Buyer contained in this Agreement or made pursuant hereto (other than any Fundamental Representations) shall not survive the Closing. The covenants and agreements of the Parties contained in this Agreement that by their terms apply or are to be performed in whole or in part after the Closing Date shall survive the Closing for the period provided in such covenants and agreements.

(b) Notwithstanding anything herein to the contrary, any breach of any representation, warranty, covenant or agreement in respect of which indemnification may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to Section 8.1(a) if notice of the breach thereof giving rise to such right of indemnification shall have been given at or prior to the time at which such representation, warranty, covenant or agreement would have otherwise expired pursuant to Section 8.1(a).

Section 8.2 Indemnification by Seller. Subject to Section 8.4, Seller hereby agrees that, from and after the Closing Date, Seller shall indemnify Buyer and its Affiliates and their respective directors, officers and employees (the "**Buyer Indemnified Parties**") against, and hold them harmless from, and pay and reimburse such parties for, any Losses to the extent such Losses arise from or in connection with the following:

(a) any breach of any representation or warranty of Seller set forth in SECTION 5;

(b) any breach by Seller of any of its covenants, agreements or obligations to be performed following the Closing contained in this Agreement; or

(c) any and all Excluded Liabilities or Excluded Assets.

Section 8.3 Indemnification by Buyer. Subject to Section 8.4, Buyer hereby agrees that, from and after the Closing Date, Buyer shall indemnify Seller and its Affiliates and their respective directors, officers and employees (the "**Seller Indemnified Parties**") against, and hold them harmless from, and pay and reimburse such parties for, any Losses to the extent such Losses arise from or in connection with the following:

(a) any breach of a Fundamental Representation of Buyer;

(b) any breach by Buyer of any of its covenants, agreements or obligations to be performed following the Closing contained in this Agreement; or

(c) any and all Assumed Liabilities.

Section 8.4 Limitations.

(a) The amount of any Losses for which either Seller or Buyer, as the case may be, is liable under this SECTION 8 shall be reduced by the amount of any insurance proceeds actually paid to the Indemnified Party (as defined herein) less any costs and expenses, including any deductibles, costs of recovery and insurance premium increases directly attributable to such Losses. The Indemnified Party is not obligated to pursue recovery under any insurance policy.

(b) Subject to Section 8.4(d), Seller shall not be required to indemnify the Buyer Indemnified Parties under Section 8.2(a) for an aggregate amount of Losses exceeding [***] (other than for breaches of the Fundamental Representations of Seller). Seller shall not be required to indemnify any Person under Section 8.2(a) for an aggregate amount of Losses exceeding the Purchase Price actually paid to Seller under this Agreement for breaches of the Seller Fundamental Representations. Subject to Section 8.4(d), Buyer shall not be required to indemnify any Person for an aggregate amount of Losses exceeding the Purchase Price actually paid to Seller. Seller shall not be required to indemnify any Person for any Losses pursuant to Section 8.2(a) (other than with respect to the Fundamental Representations of Seller) until the aggregate amount of the Buyer Indemnified Parties Losses exceed [***] (the "**Basket**"), after which the Buyer Indemnified Parties shall be entitled to recover in accordance with this Agreement all such Losses exceeding the Basket.

(c) Subject to Section 8.4(d), the right of the Buyer Indemnified Parties and the Seller Indemnified Parties under this SECTION 8 shall be the sole and exclusive monetary remedy of the Buyer Indemnified Parties and the Seller Indemnified Parties, as the case may be, with respect to matters covered hereunder, including Third Party claims relating to the Transferred Assets, Assumed Liabilities or Excluded Liabilities.

(d) Notwithstanding anything herein to the contrary, nothing in this SECTION 8 shall limit any remedy that a Buyer Indemnified Party or Seller Indemnified Party, as applicable, may have against any Person for Fraud, Willful Breach or in accordance with Section 9.13.

(e) Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that any and all due diligence conducted with respect to the transaction, the Transferred Assets or the Business shall not in any way limit the rights of the Seller Indemnified Parties or the Buyer Indemnified Parties to make a claim for indemnification hereunder.

(f) For purposes of determining (i) whether a breach of a representation or warranty exists for purposes of this SECTION 8 or (ii) the amount of Losses arising from a breach for which a Buyer Indemnified Party is entitled to indemnification under this SECTION 8, all qualifications contained in the representations and warranties of Buyer contained in this Agreement that are based on materiality (including all usages of "material" or similar qualifiers) will be disregarded.

(g) Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no indemnification obligation for any Taxes of the Business or Transferred Assets resulting from any action taken by Buyer or its Affiliates after the Closing on the Closing Date outside the Ordinary Course of Business in respect of the Business or Transferred Assets unless otherwise expressly contemplated by this Agreement.

Section 8.5 Procedure.

(a) Any Person seeking indemnification provided for under this SECTION 8 (an "**Indemnified Party**") in respect of, arising out of or involving a claim made by any Person (other than a Party hereto) against an Indemnified Party (a "**Third Party Claim**"), shall promptly notify the indemnifying Party in writing of the Third Party Claim; provided, that failure to give such notice shall not affect the right to indemnification provided hereunder except to the extent the indemnifying Party shall have been actually and materially prejudiced as a result of such failure. Thereafter, the Indemnified Party shall deliver to the indemnifying Party, as promptly as reasonably practicable following such Indemnified Party's receipt thereof, copies of all written notices and documents (including any court papers) received by such Indemnified Party relating to the Third Party Claim.

(b) If a Third Party Claim is made against an Indemnified Party, the indemnifying Party shall be entitled at its election and its cost to assume the defense of such Third Party Claim with counsel selected by the indemnifying Party; provided, that, the indemnifying Party has unconditionally acknowledged to the Indemnified Party in writing its obligation to indemnify the Persons to be indemnified hereunder with respect to such Third Party Claim and to discharge any cost or expense arising out of such investigation, contest or settlement. If the indemnifying Party assumes such defense, the Indemnified Party shall nonetheless have the right to employ counsel separate from the counsel employed by the indemnifying Party; provided, that the indemnifying Party shall not be liable to such Indemnified Party for any fees of such separate counsel with respect to the defense of such Third Party Claim, unless the employment and reimbursement of such separate counsel is authorized by the indemnifying Party in writing. If the indemnifying Party does not assume such defense, and for any period during which the indemnifying Party has not assumed such defense, the indemnifying Party shall be liable for the reasonable fees and expenses of one single counsel (in addition to reasonable fees and expenses of local counsel required in jurisdictions not central to the Third Party Claim) employed (and reasonably acceptable to the indemnifying Party) by such Indemnified Party (which reasonable fees and expenses shall be considered Losses for purposes of this Agreement). If the indemnifying Party chooses to defend a Third Party Claim or prosecute a claim in connection therewith, each Indemnified Party shall provide all cooperation as is reasonably requested by the indemnifying Party in such defense or prosecution.

(c) Notwithstanding anything to the contrary in this Section 8.5, no Party may settle, compromise or discharge, or make any reasonable admission of liability with respect to, such Third Party Claim other than for money damages only without the prior written consent of the other Party, subject to such Party paying or causing to be paid all amounts arising out of such settlement or obtaining and delivering to such other Party, prior to the execution of such settlement, a general release prepared and executed by all Persons bringing such Third Party Claim.

(d) An indemnifying Party shall not be entitled to assume or continue control of the defense of any Third Party Claim if the Third Party Claim (A) relates to or arises in connection with any criminal Proceeding, or (B) seeks an injunction or other equitable relief against any Indemnified Party.

Section 8.6 Notification of Claims for Indemnification. Promptly after the incurrence of any Losses by any Seller Indemnified Party or Buyer Indemnified Party, such Seller Indemnified Party or Buyer Indemnified Party shall promptly give the party from whom indemnification is sought written notice thereof; *provided, however*, that the delay or failure to so notify the indemnifying Party shall only relieve the indemnifying Party of its obligations to the extent, if at all, it is materially prejudiced by reason of such delay or failure. Each written notice for indemnification shall be in writing and shall describe with reasonable specificity, and to the extent known by the applicable Seller Indemnified Party or Buyer Indemnified Party, the nature and amount of the indemnifiable claim.

Section 8.7 Tax Treatment of Indemnification Payments. Seller and Buyer agree to treat any indemnification payment made pursuant to this SECTION 8 as an adjustment to the Purchase Price for U.S. federal, state and local and non-U.S. income Tax purposes, except to the extent otherwise required by applicable Law.

Section 8.8 Right of Set Off. Buyer may secure payment for any Losses as a result of, arising out of or relating to Section 8.2, through set off of amounts owed to Seller (or any assignee of Seller, including any liquidating trust) in respect of the Milestone Payment and/or Royalties, subject always to the limitations in Section 8.4 and the provisions of Section 8.5 and Section 8.6.

SECTION 9

GENERAL PROVISIONS

Section 9.1 Expenses. Except as may be otherwise specified in the Transaction Agreements or the Term Sheet, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with the Transaction Agreements and the transactions contemplated thereby shall be paid by the Party incurring such costs and expenses (or the Party on whose behalf such costs and expenses have been incurred), irrespective of when incurred or whether or not the Closing occurs or this Agreement is terminated.

Section 9.2 Notices. All notices and other communications under or by reason of the Transaction Agreements shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 9.2):

if to Seller, to:

IconOVir Bio, Inc.
689 5th Avenue, 12th Floor
New York, NY 10022
Attention: Legal Department
Email: [***]

with a copy (which shall not constitute notice) to:

Frederikson & Byron, P.A.
60 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attention: Christopher Melsha
Email: cmelsha@fredlaw.com

if to Parent or Buyer, to:

UroGen Pharma Ltd.
400 Alexander Park
Princeton, NJ 08540
Attention: Jason Smith
Email: [***]

with a copy (which shall not constitute notice) to:

Cooley LLP
10265 Science Center Drive
San Diego, CA 92121
Attention: Barbara Borden
Email: bborden@cooley.com

Section 9.3 No Other Representations.

(a) Except as expressly set forth in the representations and warranties made in SECTION 6 or any certificate delivered pursuant to this Agreement, neither Buyer nor any other Person makes any express or implied representation or warranty with respect to Buyer or its business, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the transactions contemplated hereby, and Buyer hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except as expressly provided in SECTION 6 or any certificate delivered pursuant to this Agreement, neither Buyer nor any other Person makes or has made any representation or warranty to Seller or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or similar prospective information relating to Buyer or its business or (ii) except as expressly set forth in the representations and warranties made in SECTION 6 or any certificate delivered pursuant to this Agreement, any oral or written information presented or made available (including in any "data room") to Seller or any of its Affiliates or representatives in the course of their due diligence investigation of Buyer, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

(b) Except as expressly set forth in the representations and warranties made in SECTION 5 or any certificate delivered pursuant to this Agreement, neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller or its business, operations, assets, liabilities or conditions (financial or otherwise) in connection with this Agreement or the transactions contemplated hereby, and Seller hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, except as expressly provided in SECTION 5 or any certificate delivered pursuant to this Agreement, neither Seller nor any other Person makes or has made any representation or warranty to Buyer or any of its affiliates or representatives with respect to (i) any financial projection, forecast, estimate, budget or similar prospective information relating to Seller or its business or (B) except as expressly set forth in the representations and warranties made in SECTION 5 or any certificate delivered pursuant to this Agreement, any oral or written information presented or made available (including in any "data room") to Buyer or any of its Affiliates or representatives in the course of their due diligence investigation of Seller, the negotiation of this Agreement or in the course of the transactions contemplated hereby.

Section 9.4 Public Announcements. Neither Party shall issue any press release or make any public announcement with respect to any of the Transaction Agreements without the prior written consent of the other Party, except as may be required by Law or the rules and regulations of any national securities exchange upon which the securities of a Party are listed, in which case the Party proposing or required to issue such press release or make such public announcement shall use its commercially reasonable efforts to consult in good faith with the other Party before making any such public announcements and incorporate the reasonable comments timely made by the other Party in good faith. Notwithstanding the foregoing, neither Seller nor Buyer will be required to obtain the prior approval of or consult with the other Party in connection with any such press release or public announcement if it consists solely of information previously disclosed in all material respects in a previously distributed press release or public announcement made in accordance with this Section 9.3.

Section 9.5 Severability. If any term or other provision of this Agreement is held invalid, illegal or incapable of being enforced under any applicable Law or as a matter of public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. If the final judgement of a court of competent jurisdiction or other Governmental Authority declares that any term or other provision hereof is invalid, illegal or unenforceable, Seller and Buyer agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Section 9.6 Counterparts. This Agreement may be executed in one or more counterparts, and signature pages may be delivered by portable document format (PDF), DocuSign or any other electronic signature complying with the U.S. federal ESIGN Act of 2000, each of which shall be deemed an original, but all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

Section 9.7 Entire Agreement. This Agreement (including the Schedules) and the other Transaction Agreements (and all exhibits and schedules hereto and thereto), the Term Sheet and the Confidentiality Agreement collectively constitute and contain the entire agreement and understanding of Seller and Buyer with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, between the Parties and thereto respecting the subject matter hereof and thereof.

Section 9.8 Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by either Party, without the prior written consent of the other Party, except that either Party may assign any or all of its rights and obligations under this Agreement to any of its Affiliates or to a successor in interest in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this Agreement and Seller may assign its rights, interests and obligations under this Agreement to a liquidating trust pursuant to Section 7.8(c), in each case upon prior written notice to the other Party; provided, that no such assignment shall release a Party from any Liability or obligation under this Agreement. Any attempted assignment in violation of this Section 9.8 shall be void ab initio. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their permitted successors and assigns.

Section 9.9 No Third-Party Beneficiaries and Affiliates. Except as provided for herein, this Agreement is for the sole benefit of the Persons specifically named in the preamble to this Agreement as Parties and their permitted successors and assigns, no Party hereto is acting as an agent for any other Person not named herein as a party hereto, and nothing in this Agreement or any other Transaction Agreements, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Each Party will be responsible for ensuring that its Affiliates act in accordance with its obligations under this Agreement.

Section 9.10 Amendment; Waiver. No provision of this Agreement or any other Transaction Agreement may be amended, supplemented or modified, including any Schedules thereto, except by a written instrument making specific reference hereto or thereto signed by all the parties to such agreement. No consent from any Indemnified Party under Section 8.5 (in each case other than the Parties) shall be required to amend this Agreement. At any time before the Closing, either Seller or Buyer may (a) extend the time for the performance of any obligation or other acts of the other Person, (b) waive any breaches or inaccuracies in the representations and warranties of the other Person contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any covenant, agreement or condition contained in this Agreement, but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such waiver shall be in a written instrument duly executed by the waiving Party. No failure on the part of either Party to exercise, and no delay in exercising, any right, power or remedy under any Transaction Agreement except as expressly set forth in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 9.11 Schedules. Any disclosure with respect to a Section of this Agreement, including any Section of the Schedules, shall be deemed to be disclosed for purposes of other Sections of this Agreement, including any Section of the Schedules, to the extent that the relevance of such disclosure would be reasonably apparent to a reader of this Agreement and such disclosure. No reference to or disclosure of any item or other matter in any Section of this Agreement, including any Section of the Schedules, shall be construed as an admission of Liability or an indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement. Without limiting the foregoing, no such reference to or disclosure of a possible breach or violation of any contract, Law or Governmental Order shall be construed as an admission or indication that breach or violation exists or has actually occurred.

Section 9.12 Governing Law; Submission to Jurisdiction.

(a) This Agreement and each other Transaction Agreement and all Proceedings (whether at Law, in contract, tort or otherwise, or in equity) that may be based upon, arise out of or relate to this Agreement, or any other Transaction Agreement or the negotiation, execution or performance of this Agreement or any other Transaction Agreement or the inducement of any party to enter into any Transaction Agreement, whether for breach of contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a "**Transaction Dispute**"), shall be governed by and enforced in accordance with the internal laws of the State of Delaware applicable to Contracts made and performed in such State without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

(b) The Parties hereby irrevocably submit to the exclusive jurisdiction the U.S. District Court for the District of Delaware (where federal jurisdiction exists) or the Court of Chancery of the State of Delaware sitting in the New Castle County (where federal jurisdiction does not exist), and the appellate courts having jurisdiction of appeals in such courts, in each case, over any Transaction Dispute and each Party hereby irrevocably agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Transaction Dispute brought in such court or any defense of inconvenient forum for the maintenance of such Transaction Dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(c) Each of the Parties hereby consents to process being served by any Party to this Agreement in any Proceeding by the delivery of a copy thereof in accordance with the provisions of Section 9.2 other than by electronic mail.

(d) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 9.13 Specific Performance. Each Party hereto acknowledges and agrees that irreparable damage would occur, damages would be difficult to determine and would be an insufficient remedy and no adequate remedy other than specific performance might exist at law or in equity in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Therefore, it is agreed that each Party shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which it may be entitled, at Law or in equity. Such remedies shall, however, be cumulative with and not exclusive of and shall be in addition to any other remedies which any Party may have under this Agreement, or at Law or in equity or otherwise, and the exercise by a Party hereto of any one remedy shall not preclude the exercise of any other remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to applicable Law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy for any such breach or that Seller or Buyer otherwise have an adequate remedy at Law.

Section 9.14 Rules of Construction. Interpretation of this Agreement (except as specifically provided in this Agreement, in which case such specified rules of construction shall govern with respect to this Agreement) shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, and paragraph are references to the Articles, Sections and paragraphs to this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement, including the Schedules hereto; (d) references to “\$” shall mean Dollars; (e) the word “including” and words of similar import shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive unless clearly indicated and the occasional inclusion of “and/or” will not change this interpretation; (g) references to “written” or “in writing” include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) Seller and Buyer have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement; (k) a reference to any Person includes such Person’s permitted successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (n) each of the representations and warranties of the Parties set forth herein shall be deemed to have been made as of the date such representation and warranty is made hereunder; (o) any reference to any particular Code section or Law shall be interpreted to include any amendment thereof and any revision of or successor to that section regardless of how it is numbered or classified and (p) the word “will” shall have the same meaning as “shall”. Further, prior drafts of this Agreement or the other Transaction Agreements or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any of the other Transaction Agreements shall not be used as an aid of construction or otherwise constitute evidence of the intent of the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of such prior drafts.

Section 9.15 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY TRANSACTION DISPUTE. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF A DISPUTE, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.15.

Section 9.16 Admissibility into Evidence. All offers of compromise or settlement among the Parties or their Representatives in connection with the attempted resolution of any Transaction Dispute (a) shall be deemed to have been delivered in furtherance of a Transaction Dispute settlement, (b) shall be exempt from discovery and production and (c) shall not be admissible into evidence (whether as an admission or otherwise) in any Proceeding for the resolution of the Transaction Dispute.

[SIGNATURE PAGE FOLLOWS]

In **WITNESS WHEREOF**, the Parties have caused this **Asset Purchase Agreement** to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

ICONOVIR Bio, Inc.

By: /s/ Mark McCamish

Name: Mark McCamish

Title: President and Chief Executive Officer

UROGEN PHARMA LTD.

By: /s/ Christopher Degnan

Name: Christopher Degnan

Title: Chief Financial Officer

UROGEN PHARMA, INC.

By: /s/ Christopher Degnan

Name: Christopher Degnan

Title: Chief Financial Officer

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

This Amendment No. 1 to the Asset Purchase Agreement (the "**First Amendment**"), is made and entered into as of March 18, 2025, by and between **UroGen Pharma Ltd.**, a company organized under the laws of Israel ("**Parent**"), **UroGen Pharma, Inc.**, a Delaware corporation ("**Buyer**"), and **IconOVir Bio, Inc.**, a Delaware corporation ("**Seller**"), and that amends that certain Asset Purchase Agreement (the "**Agreement**"), by and between the Parties;

WHEREAS, Seller, Parent, and Buyer entered into the Agreement on February 14, 2025;

WHEREAS, pursuant to Section 9.10 of the Agreement, Seller, Parent, and Buyer now desire to amend the Agreement in the manner set forth herein; and

WHEREAS, capitalized terms used in this First Amendment, but not otherwise defined herein, are used herein with the respective meanings ascribed to such terms under the Agreement.

NOW THEREFORE, in consideration of the Parties' respective covenants, representations, warranties, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. The Parties agree to the following amendment to the Agreement.
 - (a) **Disclosure Schedule, Section 2.2(a)(i)**. Section 2.2(a)(1) of the Disclosure Schedule accompanying the Agreement is hereby deleted in its entirety and replaced with Section 2.2(a)(1), Transferred Contracts attached to this First Amendment.
2. The Parties hereby confirm that the [***], are Transferred Contracts under the Agreement.
3. Except as otherwise expressly provided in this First Amendment, all other terms of the Agreement shall remain unchanged and continue in full force and effect. This First Amendment shall form a part of the Agreement for all purposes.
4. This First Amendment may be executed in counterparts (which may, but need not be, by electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this **First Amendment** to be signed by their respective representatives thereunto duly authorized, all as of the date first written above.

ICONOVIR BIO, INC.

By: /s/Mark McCamish

Name: Mark McCamish

Title: President and Chief Executive Officer

UROGEN PHARMA LTD.

By: /s/Christopher Degnan

Name: Christopher Degnan

Title: Chief Financial Officer

UROGEN PHARMA, INC.

By: /s/Christopher Degnan

Name: Christopher Degnan

Title: Chief Financial Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Elizabeth Barrett, certify that:

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

Date: May 12, 2025

By: _____ /s/ Elizabeth Barrett
Elizabeth Barrett
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Chris Degnan, certify that:

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

Date: May 12, 2025

By: _____ /s/ Chris Degnan
Chris Degnan
Chief Financial Officer
(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of UroGen Pharma Ltd. (the "Company") on Form 10-Q for the period ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Elizabeth Barrett, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 12, 2025

By: _____ /s/ Elizabeth Barrett
Elizabeth Barrett
Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of UroGen Pharma Ltd. (the "Company") on Form 10-Q for the period ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Chris Degnan, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: May 12, 2025

By: _____ /s/ Chris Degnan
Chris Degnan
Chief Financial Officer
(Principal Financial and Accounting Officer)