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

FORM 8-K

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

Date of Report (Date of earliest event reported): March 17, 2022

UROGEN PHARMA LTD.
(Exact name of registrant as specified in its charter)

Israel	**001-38079**	**98-1460746**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

400 Alexander Park Drive, 4th Floor **Princeton, New Jersey** **(Address of principal executive offices)**	**08540** **(Zip Code)**

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company ☐

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

Item 2.02 Results of Operations and Financial Condition

On March 21, 2022, UroGen Pharma Ltd. (the "Company") announced its financial results for the quarter and year ended December 31, 2021 in the press release attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information in this Item 2.02, including the attached Exhibit 99.1, is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

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

(b)(c)

On March 17, 2022, Molly Henderson tendered her resignation as the Company's Chief Financial Officer, effective March 25, 2022.

Effective as of March 25, 2022 (the "Effective Date"), the Company appointed Dong (Don) Kim as Chief Financial Officer of the Company, as well as the Company's principal financial officer and principal accounting officer, replacing Ms. Henderson in such capacities.

Mr. Kim has served as the Company's Vice President, Finance since August 2021. Prior to joining the Company, Mr. Kim was employed by Strides Pharma Inc., a generic pharmaceutical company, starting as Head of Finance in April 2020. He was subsequently appointed to the Strides Pharma board in March 2021. During his tenure at Strides Pharma, he played a key role in the company's capital-raising efforts in support of advancing its mission until his departure in August 2021. Prior to Strides Pharma, Mr. Kim was Controller at Sun Pharma Inc., a pharmaceutical company, from July 2019 to April 2020. Before that, Mr. Kim joined Zoetis Inc., an animal-health company, in December 2014 as Senior Manager-Corporate Audit. He was later promoted to Director-Corporate Audit in December 2015. He thereafter became the US Controller at Zoetis Inc. in January 2018 until his departure from the company in July 2019. Earlier in his career, Mr. Kim served as Audit/Assurance Manager at Deloitte, NY. He is a licensed Certified Public Accountant in California. Mr. Kim holds a Master of Business Administration from the University of North Carolina, Chapel Hill, and bachelor's degree from Yonsei University in Korea.

The Company and Mr. Kim entered into an Executive Employment Agreement on March 20, 2022 (the "Employment Agreement"). Pursuant to the terms of the Employment Agreement, Mr. Kim is entitled to an initial base salary of $370,000 and an annual discretionary cash bonus of up to 50% of Mr. Kim's then-current base salary, pro-rated in the case of a partial calendar year.

Pursuant to the Employment Agreement, Mr. Kim will be granted a stock option to purchase 20,000 of the Company's ordinary shares, par value NIS 0.01, effective March 25, 2022, with an exercise price per share equal to the closing price per share on the grant date (the "Initial Option"). The shares subject to the Initial Option will vest over three years, with 1/3 of the shares vesting upon Mr. Kim's completion of one year of service measured from the Effective Date and 1/3 of the shares annually thereafter for the remaining two years, subject to Mr. Kim's continuous service through each vesting date. The Initial Option will be granted under the Company's 2017 Equity Incentive Plan, as amended (the "2017 Plan"), and Mr. Kim will be eligible for future equity awards under the 2017 Plan, as approved by the Company's Board of Directors (or a committee thereof) in its sole discretion.

Under the terms of the Employment Agreement, if Mr. Kim's employment is terminated by the Company without cause, by Mr. Kim for good reason or by reason of Mr. Kim's death or disability, he is entitled to receive (i) payment of his then-current base salary through the effective date of such termination, (ii) continuation of Mr. Kim's salary at the rate in effect at the time of such termination for a period of six months following such termination date, (iii) a pro-rata bonus through the date of such termination, which bonus shall be paid only to the extent earned based on actual Company performance, not to exceed 100% of the target (with any individual performance component deemed achieved), on the date in the year following such termination on which bonuses are paid to other senior executives of the Company (but in any event prior to March 15th of such year), (iv) any annual bonus earned with respect to the year preceding the year of such termination, if not already paid by the date of such termination, (v) accelerated vesting of any of Mr. Kim's unvested equity awards, including the Initial Option, such that shares that would have vested over an additional quarter following such termination date shall be deemed immediately vested and exercisable as of Mr. Kim's last day of employment, and (vi) reimbursement of COBRA healthcare premium costs for the same level of coverage he had during employment for up to six months or until the date Mr. Kim becomes eligible for new healthcare coverage through another source or he ceases to be eligible for COBRA continuation coverage for any reason.

In addition to the foregoing, in connection with an acquisition of the Company where Mr. Kim's employment is terminated without cause, or he resigns for good reason, in either case within three months prior to, or 24 months following the close of such acquisition, Mr. Kim shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) 12 months of his then-current annual base salary and (z) 100% of the current target bonus percentage of his current annual base salary; (B) the amount of any COBRA continuation premium payments made by Mr. Kim during the 12 month period following the date of termination, or the period ending when Mr. Kim becomes eligible for comparable group medical benefits from another source (whichever comes first); and (C) the vesting of the Initial Option, as well as any other equity awards granted to Mr. Kim, shall be accelerated in full such that 100% of the then-unvested shares subject to the Initial Option (or other equity awards) will be deemed vested and exercisable as of Mr. Kim's last day of employment.

The severance benefits described in the foregoing paragraph are, in each case, subject to Mr. Kim's compliance with continuing obligations to the Company and his execution of a separation agreement and general release in favor of the Company.

Mr. Kim has no family relationships with any of the Company's directors or executive officers, and he has no direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing description of the Employment Agreement is not complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d)

Exhibit Number	Description
10.1	Employment Agreement between the Company and Dong Kim, dated March 20, 2022
99.1	Press Release dated March 21, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

Date: March 21, 2022

UROGEN PHARMA LTD.

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

EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "**Agreement**"), is hereby made this 20th day of March, 2022 (the "**Effective Date**"), between UroGen Pharma, Inc., a wholly owned subsidiary (the "**Subsidiary**") of UroGen Pharma, Ltd. (the "**Parent**", and the Subsidiary and the Parent together, the "**Company**"), and Dong Kim (the "**Executive**") (collectively, the "**Parties**").

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

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

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

1. Employment by the Company.

1.1 Position. Executive shall serve as the Company's Chief Financial Officer. Executive's appointment to this role with the Company shall commence on March 25, 2022. During Executive's employment with the Company, Executive will devote Executive's best efforts and substantially all of Executive's business time and attention to the business of the Company, except for (i) approved outside activities (*e.g.*, existing board positions, charitable activities, conferences, events, etc.), and (ii) approved vacation periods, reasonable periods of illness or other incapacities permitted by the Company's general employment policies, and as otherwise permitted by this Agreement.

1.2 Duties and Location. Executive shall perform such duties as are typically required by a Chief Financial Officer, including, in coordination with department heads, alignment and execution oversight of the Company's key efforts in order to help meet its short and long-term business goals and objectives and measuring and reporting on the Company's operational performance. Executive will report to the Company's Chief Executive Officer. Executive's primary work location will be the Company's Princeton, NJ office (or company's corporate headquarters location) and the Executive's home office, as mutually agreed.

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

2. Compensation.

2.1 Salary. For services to be rendered hereunder, Executive shall receive a base salary at the rate of $370,000.00 per year (the "**Base Salary**"), subject to standard payroll deductions and withholdings and payable in accordance with the Company's regular payroll schedule.

2.2 Annual Bonus. Executive will be eligible for an annual discretionary bonus, with an annual target of 50% of Executive's Base Salary (the "**Annual Bonus**"), pro-rated in the case of a partial calendar year. Whether Executive receives an Annual Bonus for any given year, and the amount of any such Annual Bonus, will be determined by the Company, with input from the Company's Board of Directors, in its sole discretion based upon the Company's and Executive's achievement of goals and objectives to be determined on an annual basis by the Company in a manner consistent with other senior management. Except as outlined in Section 5.2, Executive must remain an active employee through the end of any given calendar year in order to earn an Annual Bonus for that year and any such bonus will be paid no later than March 15 of the following year.

3. Standard Company Benefits. Executive shall be eligible to participate in all employee benefit programs which are made available generally to the Company's U.S.-based senior executive group, on a basis comparable to such group. Employee shall be eligible to receive two hundred hours (200) paid time off (PTO) hours annually, in accordance with the Company's paid time off policy. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time, provided that such cancellation or change is generally applicable to the Company's U.S.-based senior executive group participating in such plan or program.

4. Equity.

4.1 Subject to approval by the Board of Directors of the Parent, Executive shall be granted an option to purchase 20,000 of the Company's ordinary shares, par value NIS 0.01 (the "**Ordinary Shares**") in the Parent at the fair market value on the date of grant (the "**Option**"). The Options shall be governed in all respects by the terms of the governing plan documents and option agreement between Executive and the Parent. Employee equity grants are made periodically at the discretion of the board of directors, typically on a quarterly basis. These equity grants are intended to be a material inducement to your acceptance of the role with the company. The Option will vest over 3 years - 1/3 will vest on the first anniversary of the Vesting Commencement Date, and 1/3 of the Option will vest annually thereafter for the remaining two (2) years. Executive will be eligible for consideration for annual grants of additional equity awards pursuant to the process applicable to other members of the executive leadership team, with the terms of any such grants to be determined in the sole discretion of the Board. Target value of annual awards are at the discretion of the board but will target range equal to target bonus value. i.e. 50% of annual salary.

5. Termination of Employment; Severance.

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

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

(i) The Company may terminate Executive's employment with the Company at any time without Cause (as defined below). Executive may terminate his/her employment at any time for Good Reason, as defined below. Executive's employment with the Company may also be terminated due to Executive's death or Disability. For this purpose, "**Disability**" shall mean that Executive is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, and shall be determined in the good faith and reasonable discretion of the Board.

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

(a) The Company shall pay Executive, as severance, the equivalent of six (6) months of Executive's base salary in effect as of the date of Executive's employment termination (without taking into account any reduction in salary constituting Good Reason), subject to standard payroll deductions and withholdings (the "**Severance**"). The Severance will be paid as a continuation on the Company's regular payroll, beginning on the sixtieth (60^{th}) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 6) has become effective.

(b) The Company shall pay Executive a pro-rata bonus through the date of termination, which bonus shall be paid only to the extent earned based on actual Company performance, not to exceed 100% of the target (with any individual performance component deemed achieved), on the date in the year following termination on which bonuses are paid to other senior executives of the Company (but in any event no later than March 15 of such year), provided the Separation Agreement (as discussed in Paragraph 6) has become effective (the "**Pro-Rata Bonus Payment**").

(c) The Company shall pay Executive any annual bonus earned with respect to the year preceding the year of termination, if not already paid by the date of termination, which amount shall be paid on the sixtieth (60^{th}) day following Executive's Separation from Service, provided the Separation Agreement (as discussed in Paragraph 6) has become effective (the "**Prior Year Bonus Payment**").

(d) The vesting of any of the Executive's unvested restricted shares and options, including the Option, shall be accelerated by one (1) quarter, such that 8.33% of the then-unvested restricted shares and options shall be deemed immediately vested and exercisable as of Executive's last day of employment (the "**Accelerated Vesting**").

(e) The Company shall reimburse Executive the amount of any COBRA continuation premium payments made by Executive (the "**COBRA Premiums**") through the period (the "**COBRA Premium Period**") starting on Executive's Separation from Service and ending on the earliest to occur of: (i) six (6) months following Executive's Separation from Service; (ii) the date Executive becomes eligible for group health insurance coverage through a new employer; or (iii) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination. In the event Executive becomes covered under another employer's group health plan or otherwise ceases to be eligible for COBRA during the COBRA Premium Period, Executive must immediately notify the Company of such event. Notwithstanding the foregoing, if the Company determines, in its sole discretion, that it cannot pay the COBRA Premiums without a substantial risk of violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company instead shall pay to Executive, on the first day of each calendar month, a fully taxable cash payment equal to the applicable COBRA premiums for that month (including premiums for Executive and Executive's eligible dependents who have elected and remain enrolled in such COBRA coverage), subject to applicable tax withholdings (such amount, the "**Special Cash Payment**"), for the remainder of the COBRA Premium Period. Executive may, but is not obligated to, use such Special Cash Payments toward the cost of COBRA premiums.

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

(i) The Company may terminate Executive's employment with the Company at any time for Cause and Executive may resign at any time.

(ii) If Executive resigns or the Company terminates Executive's employment for Cause, then (i) Executive will no longer vest in additional unvested portions in the Option, (ii) all payments of compensation by the Company to Executive hereunder will terminate immediately (except as to amounts already earned), and (c) Executive will not be entitled to Severance, the Pro-Rata Bonus Payment, the Prior Year Bonus Payment, COBRA Premiums, Special Cash Payments, or Accelerated Vesting. In addition, Executive shall resign from all positions and terminate any

relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

6. Conditions to Receipt of Severance, Pro-Rata Bonus Payment, Prior Year Bonus Payment, COBRA Premiums, Special Cash Payments and Accelerated Vesting . The receipt of Severance, the Pro-Rata Bonus Payment, the Prior Year Bonus Payment, COBRA Premiums, Special Cash Payments, and Accelerated Vesting will be subject to Executive signing and not revoking a separation agreement and release of claims in a form reasonably satisfactory to the Company (the "Separation Agreement"). No Severance, the Pro-Rata Bonus Payment, the Prior Year Bonus Payment, COBRA Premiums, Special Cash Payments, or Accelerated Vesting will be paid or provided until the Separation Agreement becomes effective. Executive shall also resign from all positions and terminate any relationships as an employee, advisor, officer or director with the Company and any of its affiliates, each effective on the date of termination.

7. Benefits in Connection with a Change of Control.

7.1 Termination of Employment in Connection with a Change of Control. If there is a Change of Control (as defined below) and (i) Executive's employment is terminated Without Cause (as defined below), or (ii) Executive terminates his/her employment with Good Reason (as defined below), in either case within three months prior to, or 24 months following the effective date of the Change of Control, and provided a Separation Agreement (as discussed in Section 6) has become effective, then, in substitution for any benefits provided in Section 5.2, Executive shall be entitled to the following benefits: (A) a lump sum payment equal to the sum of (y) 12 months of Executive's then-current annual Base Salary and (z) 100% of the current target bonus percentage of Executive's current annual Base Salary, to be made not later than 60 days following Executive's date of termination; and (B) the amount of any COBRA continuation premium payments made by Executive during the twelve (12) month period following the date of termination, or the period ending when Executive becomes eligible for comparable group medical benefits from another source (whichever comes first). For avoidance of doubt, under no circumstances shall Executive receive benefits under both this Section 7.1 and Section 5.2.

7.2 Acceleration of Options; Change of Control. If the Company terminates Executive's employment with the Company without Cause, or Executive resigns for Good Reason, in either case within three (3) months prior to, or twenty-four (24) months following the closing of a Change of Control (as defined below), then in addition to the benefits set forth in Section 7.1 and pursuant to the terms of Section 6, the Company will fully accelerate the vesting of the Options and the RSU, as well as any other equity interests granted to Executive, such that 100% of the then-unvested shares subject to the Options and the RSU (or other equity interests) will be deemed vested and exercisable as of Executive's last day of employment.

8. Section 409A. It is intended that all of the Severance Benefits and other payments payable under this Agreement satisfy, to the greatest extent possible, the

exemptions from the application of Code Section 409A provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9), and this Agreement will be construed to the greatest extent possible as consistent with those provisions, and to the extent not so exempt, this Agreement (and any definitions hereunder) will be construed in a manner that complies with Section 409A. For purposes of Code Section 409A (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement (whether severance payments, reimbursements or otherwise) shall be treated as a right to receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Code Section 409A(a)(2)(B)(i), and if any of the payments upon Separation from Service set forth herein and/or under any other agreement with the Company are deemed to be "deferred compensation", then to the extent delayed commencement of any portion of such payments is required in order to avoid a prohibited distribution under Code Section 409A(a)(2)(B)(i) and the related adverse taxation under Section 409A, such payments shall not be provided to Executive prior to the earliest of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company, (ii) the date of Executive's death or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Paragraph shall be paid in a lump sum to Executive, and any remaining payments due shall be paid as otherwise provided herein or in the applicable agreement. No interest shall be due on any amounts so deferred.

9. Definitions.

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

9.2 Cause. For purposes of this Agreement, "**Cause**" for termination will mean: (a) commission of any felony, or other crime involving dishonesty; (b) participation in any fraud against the Company; (c) material breach of Executive's duties to the Company; (d) intentional and material damage to any property

of the Company; (e) misconduct or other violation of Company policy that causes material harm to the Company; (f) material breach of any material written agreement with the Company or any material written Company policy; and (g) conduct by Executive which in the good faith and reasonable determination by the Board of Directors demonstrates gross unfitness to serve. An event described in (c), (d), (f) and (g) shall not be treated as "Cause" until after Executive has been given written notice of such event, failure, conduct or breach and Executive fails to cure such event, failure, conduct or breach within 30 days from such written notice; provided, however, that such 30-day cure period shall not be required if the event, failure, conduct or breach is incapable of being cured.

9.3 Good Reason. For purposes of this Agreement, "**Good Reason**" for resignation will mean: (a) a material reduction in Executive's responsibilities, authorities, title or reporting relationship; (b) the requirement that Executive routinely report to work at a location that is greater than 50 miles from her current residence; or (c) material breach by the Company of any material agreement between Executive and the Company, including this Agreement. In order for Executive to resign for Good Reason, Executive must provide written notice to the Company's Board or Chief Executive Officer within 90 days after the first occurrence of the event giving rise to Good Reason setting forth the basis for Executive's resignation. Executive must then allow the Company at least 45 days from receipt of such written notice to cure such event, and if such event is not reasonably cured by the Company within such 45-day period (the "**Cure Period**"), the Executive must then resign from all positions Executive then holds with the Company not later than 90 days after the expiration of the Cure Period.

10. Proprietary Information Obligations. As a condition of employment, Executive shall execute and abide by the Company's standard form of Employee Proprietary Information, Inventions, Non-Solicitation and Non-Competition Agreement (the **"Confidentiality Agreement"**) which contains restrictive covenants and prohibits unauthorized use or disclosure of the Company's confidential information and trade secrets, among other obligations. Executive agrees to review the Confidentiality Agreement and only sign it after careful consideration.

11. Outside Activities During Employment

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

12. Dispute Resolution. To ensure the timely and economical resolution of disputes that may arise in connection with Executive's employment with the Company, Executive and the Company agree that any and all disputes, claims, or causes of action

arising from or relating to the enforcement, breach, performance, negotiation, execution, or interpretation of this Agreement, Confidentiality Agreement, or Executive's employment, or the termination of Executive's employment, including but not limited to all statutory claims, with the exception of discrimination and harassment claims, will be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. §1-16 (the "**FAA**"), and to the fullest extent permitted by law, by final, binding and confidential arbitration by a single arbitrator conducted in New York, New York by Judicial Arbitration and Mediation Services Inc. ("**JAMS**") under the then applicable JAMS rules (at the following web address: https://www.jamsadr.com/rules-employment-arbitration/); provided, however, this arbitration provision shall not apply to sexual harassment and discrimination claims to the extent prohibited by applicable law that is not preempted by the FAA (collectively, "**Excluded Claims**"). A hard copy of the rules will be provided to Executive upon request. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding. In addition, all claims, disputes, or causes of action under this section, whether by Executive or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The Arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. The Company acknowledges that Executive will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this Agreement shall be decided by a federal court in the State of New Jersey. However, procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that Executive or the Company would be entitled to seek in a court of law. Executive and the Company shall equally share all JAMS' arbitration fees. To the extent JAMS does not collect or Executive otherwise does not pay to JAMS an equal share of all JAMS' arbitration fees for any reason, and the Company pays JAMS Executive's share, Executive acknowledges and agrees that the Company shall be entitled to recover from Executive half of the JAMS arbitration fees invoiced to the parties (less any amounts Executive paid to JAMS) in a federal or state court of competent jurisdiction. Except as modified in the Confidentiality Agreement, each party is responsible for its own attorneys' fees. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. To the extent applicable law prohibits mandatory arbitration of Excluded Claims and is not preempted by the FAA, in the event Executive intends to bring multiple claims, including one or more Excluded Claims, the Excluded Claim(s) may be publicly filed with a court,

while any other claims will remain subject to mandatory arbitration.

13. General Provisions.

13.1 Notices. Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

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

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

13.4 Complete Agreement. This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

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

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

13.7 Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his/her duties hereunder and he/she may not assign

any of his/her rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

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

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

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

[***Signature Page Follows***]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

UROGEN PHARMA, INC.

By: **/s/ Liz Barrett**
Liz Barrett
Chief Executive Officer

EXECUTIVE

/s/ Dong Kim
Dong Kim

UroGen Pharma Reports Fourth Quarter and Full-year 2021 Financial Results and Recent Corporate Developments

- *Jelmyto® net product revenue increased 42% over Q3 2021 with $16.2 million in Q4 2021; full-year net product revenue of $48.0 million in line with guidance*
- *Announced up to $100 million senior secured term loan facility with funds managed by Pharmakon Advisors, expected to support operations to reach cash flow breakeven by 2025*
- *First patient dosed in ENVISION, single-arm Phase 3 pivotal study for UGN-102 in bladder cancer*
- *Conference call and webcast to be held today at 10:00 AM ET*

PRINCETON, N.J., March 21, 2022—UroGen Pharma Ltd. (Nasdaq: URGN), a biotech company dedicated to developing and commercializing innovative solutions that treat urothelial and specialty cancers, today announced financial results for the fourth quarter and full year ended December 31, 2021, and overview of recent developments.

“I am proud of the progress we made in 2021 on behalf of patients as we’ve expanded access to Jelmyto and set the stage for important commercial and clinical milestones in the year ahead,” said Liz Barrett, President and Chief Executive Officer of UroGen. “Our vision is to completely transform uro-oncology. With our enhanced capital position, solid adoption of Jelmyto in urothelial cancer, clinical progress in bladder cancer dosing patients in the single-arm pivotal Phase 3 ENVISION trial with UGN-102 and IND submission for UGN-301, our anti-CTLA4 antibody, we expect to deliver on that vision.”

Business Highlights:

Jelmyto (mitomycin) for pyelocalyceal solution in low-grade Upper Tract Urothelial Cancer (LG-UTUC):

- UroGen generated net product revenue of $16.2 million for the fourth quarter of 2021, representing 42% growth over the previous quarter and the highest quarter since launch.
- As of March 1, 2022, 832 sites have been activated, completing their internal processes, and having treated or ready to treat patients. This represents an 18% increase since November 1, 2021.
- Sites that have treated more than one patient as of March 1, 2022, increased to 106, compared to 86 as of November 1, 2021: an increase of approximately 23%.
- Expanded pilot Named Patient Supply program with the addition of Australia to the previously announced five European countries.
- Treated two patients in Israel, representing the first patients outside of the U.S. to receive Jelmyto in a commercial setting.

UGN-102 (mitomycin) for intravesical solution:

- UroGen announced trial initiation and dosing of the first patient of the single-arm pivotal Phase 3 ENVISION trial of UGN-102 for the treatment of low-grade, intermediate risk non-muscle invasive bladder cancer (NMIBC). The study will enroll approximately 220 patients across 90 sites and is expected to complete enrollment by the end of 2022.
- The trial is similar in design to the previously completed OPTIMA II study. Based on the results of the OPTIMA II study, the Company believes the ENVISION study carries a high probability of demonstrating a significant benefit for patients and, assuming positive findings, will be the basis of a New Drug Application (NDA) submission in 2024.

UGN-301 (zalifrelimab) for intravesical solution:

- Reported positive nonclinical toxicology data for UGN-301, which formed the foundation of an Investigational New Drug Application (IND) submitted to the U.S. Food and Drug Administration (FDA), advancing plans to initiate a first-in-human, multi-arm, Phase 1 clinical study in the first half of 2022.
- The Phase 1 study will evaluate the safety and tolerability of UGN-301 as monotherapy and in combination with other immunomodulators and chemotherapies in recurrent NMIBC. The first arm of the Phase 1 study will evaluate UGN-301 as monotherapy and will take approximately 12 months to complete.
- UGN-301 is the Company's anti-CTLA4 antibody in development with MD Anderson and is intended for use as monotherapy and in combination with other immunomodulators and chemotherapies to treat high-grade NMIBC.
- This clinical program represents the Company's expansion into immunotherapy and intends to build upon encouraging nonclinical data showing that intravesical administration of anti-CTLA4 and a TLR agonist leveraging RTGel™ can produce a clinical benefit in a setting of high-grade bladder cancer.

Up to $100 Million Senior Secured Term Loan Facility with Funds Managed by Pharmakon Advisors

- Announced the closing of an up to $100 million senior secured term loan facility (term loan facility) with funds managed by Pharmakon Advisors, L.P. (Pharmakon Advisors) expected to fund the Company's continued product development, commercialization efforts, and other operations allowing the company to achieve breakeven cash flow by 2025, based on its current financial projections.
- The first tranche of $75 million has been received with a second tranche of $25 million available to be drawn by the end of 2022.

Fourth Quarter 2021 Financial Results:

Jelmyto Revenue: UroGen reported net product revenue of Jelmyto for the fourth quarter 2021 of $16.2 million. Net product revenue was $48.0 million for the full year 2021, compared to $11.8 million in 2020 with the launch of Jelmyto in June 2020.

R&D Expense: Research and development expenses for the fourth quarter 2021 were $13.1 million, including non-cash share-based compensation expense of $0.9 million as compared to $12.4 million, including non-cash share-based compensation expense of $1.4 million, for the same period in 2020. Research and development expenses for the full year 2021 were $47.6 million, including non-cash share-based compensation expense of $4.0 million. This compares to $47.3 million, including non-cash share-based compensation expense of $6.4 million, for the full year 2020.

SG&A Expense: Selling, general and administrative expenses for the fourth quarter 2021 were $21.4 million, including non-cash share-based compensation expense of $4.5 million. This compares to $22.2 million, including non-cash share-based compensation expense of $5.1 million, for the same period in 2020. Selling, general and administrative expenses for the full year 2021 were $87.5 million, including non-cash share-based compensation expense of $19.1 million. This compares to $90.2 million, including non-cash share-based compensation expense of $21.6 million for the full year 2020.

Financing on Prepaid Forward Obligation: UroGen reported financing expense related to the prepaid forward obligation to RTW Investments of $7.3 million for the fourth quarter 2021. Financing expense related to the prepaid forward obligation to RTW Investments totaled $17.3 million for the full year 2021. The rate for 2022 will be 13% based on $48 million of global net product sales of Jelmyto in 2021.

Net Loss: UroGen reported a net loss of $28.5 million, or basic and diluted net loss per ordinary share of $1.27, for the fourth quarter 2021 as compared to $30.5 million, or basic and diluted net loss per ordinary share of $1.38, for the same period in 2020. UroGen reported a net loss of $110.8 million, or basic and diluted net loss per ordinary share of $4.96, for the full year 2021 versus $128.5 million, or basic and diluted net loss per ordinary share of $5.90, for the full year 2020.

Cash & Cash Equivalents: As of December 31, 2021, cash, cash equivalents and marketable securities totaled $89.8 million, and does not include the first tranche of the term loan facility.

2022 Revenue, Operating Expense and RTW Expense Guidance: The Company anticipates full year 2022 net product revenues from Jelmyto to be in the range of $70 to $80 million. The Company anticipates full year 2022 operating expenses in the range of $140 to $160 million, including non-cash share-based compensation expense of $10 to $16 million, subject to market conditions. The Company anticipates full year 2022 financing expense related to the prepaid obligation to RTW Investments in the range of $22 to $26 million, of which approximately $9.1 to $10.4 million will be in cash.

Conference Call & Webcast Information:

Members of UroGen's management team will host a live conference call and webcast today at 10:00 AM Eastern Time to review the Company's financial results and provide a general business update.

The live webcast can be accessed by visiting the Investors section of the Company's website at http://investors.urogen.com. Please connect at least 15 minutes prior to the live webcast to ensure adequate time for any software download that may be needed to access the webcast. Alternatively, please call (855) 765-5685 (U.S.) or (615) 247-5916 (International) to listen to the live conference call. The conference ID number for the live call will be 7897224. An archive of the webcast will be available for two weeks on the Company's website.

UROGEN PHARMA LTD.

SELECTED CONSOLIDATED BALANCE SHEETS

(U.S. dollars in thousands)

	As of December 31, 2021	As of December 31, 2020
Cash and cash equivalents and marketable securities	$ 89,814	$ 103,911
Total assets	$ 119,746	$ 122,005
Total liabilities	$ 111,333	$ 25,650
Total shareholders' equity	$ 8,413	$ 96,355

UROGEN PHARMA LTD.

CONDENSED CONSOLIDATED INCOME STATEMENT

(U.S. dollars in thousands, except share and per share data)

	Three months ended December 31,		Year ended December 31,	
	2021	2020	2021	2020
Revenues, net	$ 16,174	$ 7,966	$ 48,042	$ 11,799
Cost of revenues	1,589	652	5,157	1,009
Gross profit	14,585	7,314	42,885	10,790
Operating expenses:				
Research and development expenses	13,082	12,405	47,642	47,310
Selling, general and administrative expenses	21,418	22,163	87,535	90,219
Total operating expenses	34,500	34,568	135,177	137,529
Operating loss	(19,915)	(27,254)	(92,292)	(126,739)
Financing on prepaid forward obligation	(7,343)	—	(17,291)	—
Interest and other income, net	(57)	102	212	1,629
Loss before income taxes	(27,315)	(27,152)	(109,371)	(125,110)
Income tax expense	1,137	3,374	1,449	3,374
Net loss	$ (28,452)	$ (30,526)	$ (110,820)	$ (128,484)
Net loss per ordinary share basic and diluted	$ (1.27)	$ (1.38)	$ (4.96)	$ (5.90)
Weighted average shares outstanding, basic and diluted	22,433,206	22,146,581	22,347,481	21,780,826

About *Jelmyto*®

Jelmyto (mitomycin) for pyelocalyceal solution, is a drug formulation of mitomycin indicated for the treatment of adult patients with low-grade upper tract urothelial cancer (LG-UTUC). Utilizing the RTGel™ technology platform, UroGen's proprietary sustained release, hydrogel-based formulation, Jelmyto is designed to enable longer exposure of urinary tract tissue to mitomycin, thereby enabling the treatment of tumors by non-surgical means. Jelmyto is delivered to patients using standard ureteral catheters or nephrostomy tube. The U.S. FDA previously granted Orphan Drug, Fast Track, and Breakthrough Therapy Designations to Jelmyto for the treatment of LG-UTUC. On April 15, 2020, the FDA approved Jelmyto, making it the first drug approved for the treatment of LG-UTUC in adult patients.

APPROVED USE FOR JELMYTO

JELMYTO® is a prescription medicine used to treat adults with a type of cancer of the lining of the upper urinary tract including the kidney called low-grade Upper Tract Urothelial Cancer (LG-UTUC).

IMPORTANT SAFETY INFORMATION

You should not receive JELMYTO if you have a hole or tear (perforation) of your bladder or upper urinary tract.

Before receiving JELMYTO, tell your healthcare provider about all your medical conditions, including if you:

- are pregnant or plan to become pregnant. JELMYTO can harm your unborn baby. You should not become pregnant during treatment with JELMYTO. Tell your healthcare provider right away if you become pregnant or think you may be pregnant during treatment with JELMYTO.

  Females who are able to become pregnant: You should use effective birth control (contraception) during treatment with JELMYTO and for 6 months after the last dose.

  Males being treated with JELMYTO: If you have a female partner who is able to become pregnant, you should use effective birth control (contraception) during treatment with JELMYTO and for 3 months after the last dose.
- are breastfeeding or plan to breastfeed. It is not known if JELMYTO passes into your breast milk. Do not breastfeed during treatment with JELMYTO and for 1 week after the last dose.
- **Tell your healthcare provider if you take water pills (diuretic).**

How will I receive JELMYTO?

- Your healthcare provider will tell you to take a medicine called sodium bicarbonate before each JELMYTO treatment.
- You will receive your JELMYTO dose from your healthcare provider 1 time a week for 6 weeks. It is important that you receive all 6 doses of JELMYTO according to your healthcare provider's instructions. If you miss any appointments, call your healthcare provider as soon as possible to reschedule your appointment. Your healthcare provider may recommend up to an additional 11 monthly doses.
- JELMYTO is given to your kidney through a tube called a catheter.
- During treatment with JELMYTO, your healthcare provider may tell you to take additional medicines or change how you take your current medicines.

After receiving JELMYTO:

- JELMYTO may cause your urine color to change to a violet to blue color. Avoid contact between your skin and urine for at least 6 hours.
- To urinate, **males and females should sit** on a toilet and flush the toilet several times after you use it. After going to the bathroom, wash your hands, your inner thighs, and genital area well with soap and water.
- Clothing that comes in contact with urine should be washed right away and washed separately from other clothing.

JELMYTO may cause serious side effects, including:

- **Swelling and narrowing of the tube that carries urine from the kidney to the bladder (ureteric obstruction).** If you develop swelling and narrowing, and to protect your kidney from damage, your healthcare provider may recommend the placement of a small plastic tube (stent) in the ureter to help the kidney drain. Tell your healthcare provider right away if you develop side pain or fever during treatment with JELMYTO.
- **Bone marrow problems.** JELMYTO can affect your bone marrow and can cause a decrease in your white blood cell, red blood cell, and platelet counts. Your healthcare provider will do blood tests prior to each treatment to check your blood cell counts during treatment with JELMYTO. Your healthcare provider may need to temporarily or permanently stop JELMYTO if you develop bone marrow problems during treatment with JELMYTO.

The most common side effects of JELMYTO include: urinary tract infection, blood in your urine, side pain, nausea, trouble with urination, kidney problems, vomiting, tiredness, stomach (abdomen) pain.You are encouraged to report negative side effects of prescription drugs to the FDA. Visit www.fda/gov/medwatch or call 1-800-FDA-1088. You may also report side effects to UroGen Pharma at 1-855-987-6436.

Please see JELMYTO Full Prescribing Information, including the Patient Information, for additional information.

About Upper Tract Urothelial Cancer (UTUC)

Urothelial cancer is the ninth most common cancer globally and the eighth most lethal neoplasm in men in the U.S. Between five percent and ten percent of primary urothelial cancers originate in the ureter or renal pelvis and are collectively referred to as upper tract urothelial cancers (UTUC). In the U.S., there are approximately 6,000—7,000 new or recurrent low-grade UTUC patients annually. Most cases are diagnosed in patients over 70 years old, and these older patients often face comorbidities. There are limited treatment options for UTUC, with the most common being endoscopic surgery or nephroureterectomy (removal of the entire kidney and ureter). These treatments can lead to a high rate of recurrence and relapse.

About UGN-102

UGN-102 (mitomycin) for intravesical solution is an investigational drug formulation of mitomycin in Phase 3 development for the treatment of low-grade intermediate risk NMIBC. Utilizing the RTGel™ Technology Platform, UroGen's proprietary sustained release, hydrogel-based formulation, UGN-102 is designed to enable longer exposure of bladder tissue to mitomycin, thereby enabling the treatment of tumors by non-surgical means. UGN-102 is delivered to patients using a standard urinary catheter. The Company presented results from the Phase 2b OPTIMA II trial in September 2021.

About the Phase 3 ENVISION Trial The Phase 3 ENVISION trial is a single-arm, multinational, multicenter study evaluating the efficacy and safety of UGN-102 (mitomycin) as primary chemoablative therapy in patients with low-grade, intermediate-risk NMIBC. The Phase 3 ENVISION trial is expected to enroll approximately 220 patients across 90 sites and study participants will receive six once-weekly intravesical instillations of UGN-102. The planned primary endpoint will evaluate the complete response rate at three months after the first installation, and the key secondary endpoint will evaluate durability over time in patients who achieve complete response at the three-month assessment. Based on discussions with the FDA, and enrollment expected by end of 2022, assuming positive findings, UroGen anticipates submitting an NDA for UGN-102 in 2024.

Learn more about the Phase 3 ENVISION trial at www.clinicaltrials.gov (NCT05243550)

About the Phase 3 ATLAS Trial

The Phase 3 ATLAS trial was a global, open-label, randomized controlled study designed to assess the efficacy and safety of UGN-102, with or without transurethral resection of bladder tumor (TURBT), versus TURBT alone in patients diagnosed with low-grade intermediate risk NMIBC, defined as 1 or 2 of the following: new or recurrent multifocal bladder tumors, a solitary new or recurrent tumor >3 cm, or low-grade intermediate risk NMIBC recurrence in less than 12 months following a prior tumor diagnosis requiring endoscopic surgical resection or ablation.

Patients were randomized 1:1 to either UGN-102 or TURBT. Patients in the UGN-102 arm were treated with six weekly intravesical instillations of UGN-102. At the three-month time point, patients were assessed for response. Patients who have demonstrated a complete response to either UGN-102 or TURBT, will continue for long-term follow-up for evidence of recurrence. Patients who demonstrate presence of persistent disease at three-months, in either arm, will undergo a TURBT and then will also continue for long-term follow up for evidence of recurrence. The primary endpoint of the study was disease free survival. On November 10, 2021, the Company announced that, following discussions with the FDA, it has ceased enrollment in the Phase 3 ATLAS trial and plans to initiate a new, single-arm Phase 3 study of UGN-102 in early 2022. All patients enrolled in the treatment arm of the Phase 3 ATLAS trial will continue to receive treatment and undergo follow up.

Learn more about the Phase 3 ATLAS trial at www.clinicaltrials.gov (NCT04688931)

About UroGen Pharma Ltd.

UroGen is a biotech company dedicated to developing and commercializing innovative solutions that treat urothelial and specialty cancers because patients deserve better options. UroGen has developed RTGel™ reverse-thermal hydrogel, a proprietary sustained release, hydrogel-based platform technology that has the potential to improve therapeutic profiles of existing drugs. UroGen's sustained release technology is designed to enable longer exposure of the urinary tract tissue to medications, making local therapy a potentially more effective treatment option. *Jelmyto*® (mitomycin) for pyelocalyceal solution and investigational treatment UGN-102 (mitomycin) for intravesical solution are designed to ablate tumors by non-surgical means. UroGen is headquartered in Princeton, NJ with operations in Israel. Visit www.urogen.com to learn more or follow us on Twitter, @UroGenPharma.

Forward Looking Statements

This press release contains forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995, including, without limitation, statements regarding: the design, objectives and timing of the Phase 3 ENVISION trial; the expected benefits that may be demonstrated by the Phase 3 ENVISION trial; plans with respect to the treatment and follow up of patients previously enrolled in the Phase 3 ATLAS trial; plans with respect to a regulatory submission for UGN-102; further adoption of Jelmyto; the planned Phase 1 clinical study for UGN-301 and the design, objectives and timing thereof; the availability of the second tranche term loan under the term loan facility; our expectations regarding our ability to achieve cash flow breakeven by 2025; our ability to deliver on our vision to completely transform uro-oncology; and financial guidance for 2022. These statements are subject to a number of risks, uncertainties and assumptions, including, but not limited to: clinical trial enrollment challenges that may impact the expected timing of our planned clinical trials, including challenges related to the ongoing COVID-19 pandemic and the Russia-Ukraine conflict; the timing and success of clinical trials and potential safety and other complications thereof; the ability to obtain regulatory approval within the timeframe expected, or at all; the ability to maintain regulatory approval; complications associated with commercialization activities, including complications resulting from the ongoing COVID-19 pandemic; the labeling for any approved product; the scope, progress and expansion of developing and commercializing UroGen's product candidates; the size and growth of the market(s) therefor and the rate and degree of market acceptance thereof vis-à -vis alternative therapies; UroGen's ability to attract or retain key management, members of the board of directors and personnel; and any negative effects on UroGen's business, commercialization and product development plans caused by or associated with COVID-19 or geopolitical events. In light of these risks and uncertainties, and other risks and uncertainties that are described in the Risk Factors section of UroGen's Form 10-K being filed with the SEC on March 21 2022, and other filings that UroGen makes with the SEC from time to time (which are available at http://www.sec.gov), the events and circumstances discussed in such forward-looking statements may not occur, and UroGen's actual results could differ materially and adversely from those anticipated or implied thereby. Any forward-looking statements speak only as of the date of this press release and are based on information available to UroGen as of the date of this release.

INVESTOR CONTACT:
Vincent Perrone
Senior Director, Investor Relations
vincent.perrone@urogen.com
609-460-3588 ext. 1093

MEDIA CONTACT:
Cindy Romano
Director, Corporate Communications
cindy.romano@urogen.com
609-460-3583 ext. 1083