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

FORM 6-K

Report of Foreign Private Issuer
Pursuant to Rule 13a-16 or 15d-16
Under the Securities Exchange Act of 1934

For the month of July, 2018

Commission File Number 001-38079

UROGEN PHARMA LTD.
(Translation of registrant's name into English)

9 Ha'Ta'asiya Street
Ra'anana 4365007, Israel
(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

Appointment of Shawn Tomasello to the Board

On July 10, 2018, UroGen Pharma Ltd. (the "Company" or the "Registrant") announced that on July 9, 2018, the Board of Directors (the "Board") of the Company determined to fill a vacancy on the Board, and to appoint, effective as of July 9, 2018, Ms. Shawn Tomasello to serve as a director of the Company. A copy of the Company's press release with this announcement is attached to this Report on Form 6-K as Exhibit 99.1 and is incorporated herein by reference.

Ms. Tomasello most recently served as Chief Commercial Officer of Kite Pharma, Inc. (subsequently Kite, a Gilead Company). Prior to joining Kite, Ms. Tomasello served as Chief Commercial Officer at Pharmacyclics, Inc. Previously, she held senior leadership positions at Celgene Corporation, including President of the Americas, Hematology and Oncology. During her tenure at Celgene, Ms. Tomasello was responsible for all aspects of commercial sales and marketing for five brands encompassing 11 indications. Prior to this, she was National Director of Hematology for Rituxan at Genentech. Earlier in her career, Ms. Tomasello held positions at Pfizer Laboratories, Miles Pharmaceuticals and Proctor & Gamble. She currently serves on the Boards of Centrexion Therapeutics, Oxford BioTherapeutics and Diplomat Specialty. Ms. Tomasello holds a B.S. degree in marketing from the University of Cincinnati and an M.B.A. from Murray State University, KY.

In connection with Ms. Tomasello's appointment to the Board, Ms. Tomasello entered into the Company's standard form of Officer Indemnity and Exculpation Agreement, a copy of which is filed as Exhibit 99.2 to this Form 6-K. The Board determined that Ms. Tomasello meets the applicable independence requirements of the Securities Exchange Act of 1934, as amended, and The Nasdaq Stock Market LLC. The appointment of Ms. Tomasello by the Board was in accordance with Article 15.5 of the Company's Articles of Association, and Ms. Tomasello was appointed to serve as a director of the Company until the next annual shareholders' meeting.

On July 11, 2018, the Company issued a press release, a copy of which is filed as Exhibit 99.3 to this Form 6-K.

Exhibits

99.1	Press Release, dated July 10, 2018: UroGen Appoints Former Kite Pharma Chief Commercial Officer Shawn Tomasello to its Board of Directors
99.2	Form of Officer Indemnity and Exculpation Agreement
99.3	Press Release, dated July 11, 2018: UroGen Pharma Submits Investigational New Drug (IND) Application for UGN-102 (VesiGel™) for the Treatment of Low-Grade Non-Muscle Invasive Bladder Cancer (LG NMIBC)

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.

July 12, 2018

By: /s/ Ron Bentsur
Ron Bentsur
Chief Executive Officer

EXHIBIT 99.1

UroGen Pharma Appoints Shawn Cline Tomasello to its Board of Directors

Tomasello is a Renowned Industry Expert Responsible for the Commercialization of Revolutionary, Multi-Billion Dollar Products in Hematology-Oncology

RA'ANANA, Israel and NEW YORK, July 10, 2018 - UroGen Pharma Ltd. (Nasdaq:URGN), a clinical-stage biopharmaceutical company developing treatments to address unmet needs in the field of urology, with a focus on uro-oncology, today announced that Shawn Cline Tomasello has been appointed to its Board of Directors. Ms. Tomasello is an industry expert who most recently served as Chief Commercial Officer at Kite, a Gilead Company.

"We are thrilled to welcome Shawn to our Board of Directors. I've had the pleasure of working closely with Shawn and witnessing firsthand her ability to understand what is needed to successfully introduce a disruptive technology into the marketplace," said Arie Belldegrun, M.D., FACS, Chairman of the Board of UroGen. "As UroGen looks forward to Phase 3 data later this year and prepares for the next phase of growth with the potential approval and commercialization of UGN-101 (MitoGel™) in 2019, Shawn's strong track record of successfully launching innovative therapies will be invaluable to the Board and management."

"I am honored and excited to bring my commercial expertise and perspective to the Board during this transformational time as UroGen solidifies its leadership position in uro-oncology," said Ms. Tomasello. "I believe that my experience leading the commercial efforts of therapies in areas of great unmet medical need will build a strong foundation not only for UGN-101, but also for subsequent launches and indications of UroGen's rapidly advancing pipeline."

Ms. Tomasello brings over 30 years of experience in the life sciences industry and most recently served as Chief Commercial Officer of Kite Pharma (subsequently Kite, a Gilead Company), where she led the commercialization of Yescarta™ (axicabtagene ciloleucel), the first approved chimeric antigen receptor (CAR) T therapy for the treatment of adult patients with relapsed or refractory non-Hodgkin lymphoma. Prior to joining Kite, Ms. Tomasello served as Chief Commercial Officer at Pharmacyclics, Inc., during which time the brand Imbruvica® was awarded the prestigious 2015 Prix Galien Award for Best Pharmaceutical Agent. Previously, she held senior leadership positions at Celgene Corporation, including President of the Americas, Hematology and Oncology, in which she oversaw over $4 billion in product revenues. During her tenure at Celgene, Ms. Tomasello was responsible for all aspects of commercial sales and marketing for five brands encompassing 11 indications. One of these brands, Revlimid®, was awarded the Prix Galien USA 2008 Award for Special Therapeutic Development. Prior to this, she was National Director of Hematology for Rituxan® at Genentech, representing the most significant portion of the company's product revenue during her tenure. Earlier in her career, Ms. Tomasello held positions at Pfizer Laboratories, Miles Pharmaceuticals and Proctor & Gamble. She currently serves on the Boards of Centrexion Therapeutics, Oxford BioTherapeutics and Diplomat Specialty. Ms. Tomasello holds a B.S. degree in marketing from the University of Cincinnati and an M.B.A. from Murray State University, KY.

About UroGen Pharma Ltd.

UroGen Pharma Ltd. (Nasdaq:URGN) is a clinical-stage biopharmaceutical company developing advanced non-surgical treatments to address unmet needs in the field of urology, with a focus on uro-oncology. UroGen has developed RTGel™, 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. UroGen's lead product candidates, UGN-101 (MitoGel™) and UGN-102 (VesiGel™), are designed to potentially remove tumors by non-surgical means and to treat several forms of non-muscle invasive urothelial cancer, including low-grade upper tract urothelial carcinoma and bladder cancer, respectively. UroGen is headquartered in Ra'anana, Israel with U.S. headquarters in New York.

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 with respect to the timing and results of clinical development and commercial prospects of the product candidates in UroGen's pipeline, including UGN-101 (MitoGel™), UroGen's leadership position in the field of uro-oncology, and the effects of Ms. Tomasello joining UroGen's board, which statements are subject to a number of risks, uncertainties and assumptions, including, but not limited to: the potential approval of its first therapy; the ability to obtain and maintain regulatory approval; the scope, progress and expansion of developing and commercializing UroGen's product candidates; and UroGen's ability to attract or retain key management and personnel. In light of these risks and uncertainties, and other risks and uncertainties that are described in the Risk Factors section of our annual report for the year ended December 31, 2017 filed with the SEC on March 15, 2018 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.

UROGEN CONTACT:

Kate Bechtold
Director, Corporate Communications & Investor Relations
KateB@urogen.com
914-552-0456

EXHIBIT 99.2

UroGen Pharma Ltd.

(the "**Company**")

OFFICER INDEMNITY AND EXCULPATION AGREEMENT

THIS AGREEMENT, dated as of , 2018 is between UroGen Pharma Ltd., a company incorporated under the laws of the State of Israel (the "***Company***"), and , a director or officer of the Company (the "***Indemnitee***").

WHEREAS, the Indemnitee is an Officer (as defined below) of the Company;

WHEREAS, both the Company and the Indemnitee recognize the increased risk of litigation, investigations and other claims being asserted against Officers of a publicly traded company;

WHEREAS, the Amended Articles of Association of the Company (the "***Articles of Association***") authorize the Company to indemnify Officers to the greatest extent permitted by law;

WHEREAS, in recognition of the Indemnitee's need for substantial protection against personal liability in order to assure the Indemnitee's continued service to the Company in an effective manner and the Indemnitee's reliance on the aforesaid Articles of Association and, in part, to provide the Indemnitee with specific contractual assurance that the protection promised by the Articles of Association will be available to the Indemnitee (regardless of, among other things, any amendment to or revocation or any change in the composition of the Company's Board of Directors (the "***Board of Directors***") or the Company's management or acquisition of the Company), the Company wishes to provide in this Agreement for the indemnification of and the advancing of Expenses (as defined below) (whether partial or complete) to the Indemnitee to the fullest extent permitted by law and as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and intending to be legally bound hereby, the parties hereto agree

1. **Certain Definitions.**

1.1. "**Change of Control"** means any merger or consolidation of the Company with or into another entity, other corporate reorganization, sale of control, or any transaction in which all or substantially all of the assets or shares of the Company are sold.

1.2. "**Companies Law**" means the Israeli Companies Law, 5759-1999, as amended.

1.3. "**Expenses**" includes any reasonable costs of litigation, including attorney's fees, expended by the Indemnitee or for which the Indemnitee has been charged by a court. Expenses shall also include, without limitation and to the fullest extent permitted by applicable law, all expenses reasonably incurred in defending any claim (including investigation and pre-litigation negotiations), being a witness in or participating in (including on appeal), or preparing to defend, being a witness in or participate in any claim relating to any Indemnifiable Event (as defined below) and any security or bond that the Indemnitee may be required to post in connection with an Indemnifiable Event.

1.4. "**Officer"** means "*Office Holder*" as such term is defined in the Companies Law.

1.5. "**Securities Law**" means the Israeli Securities Law, 5728-1968, as amended.

2. **Indemnification and Advance of Expenses.**

2.1. The Company hereby undertakes to indemnify the Indemnitee to the fullest extent permitted by applicable law, for any liability and Expense that may be imposed on the Indemnitee due to an act performed or failure to act by him in his capacity as an Officer of the Company or any subsidiary of the Company or any entity in which the Indemnitee serves as an Officer at the request of the Company either prior to or after the date hereof for (the following shall be hereinafter referred to as "***Indemnifiable Events***"):

2.1.1. monetary liability imposed on the Indemnitee in favor of a third party in a court judgment (which third parties include, without limitation and to the fullest extent permitted by applicable law, any governmental entity), including a settlement or an arbitral award confirmed by a court; and

2.1.2. reasonable costs of litigation, including attorney's fees, expended by the Indemnitee as a result of an investigation or proceeding instituted against the Indemnitee by a competent authority, provided that such investigation or proceeding (i) is concluded without the filing of an indictment against the Indemnitee (as defined in the Companies Law) or the imposition of any financial liability in lieu of criminal proceedings (as defined in the Companies Law), or (ii) is concluded without the filing of an indictment against the Indemnitee and a financial liability was imposed on the Indemnitee in lieu of criminal proceedings with respect to a criminal offense in which a proof of criminal intent is not required, or (iii) is in connection with a monetary sanction pursuant to the Companies Law or the Securities Law; and

2.1.3. reasonable costs of litigation, including attorney's fees, expended by the Indemnitee or for which the Indemnitee has been charged by a court, (a) in an action brought against the Indemnitee by or on behalf of the Company or a third party, or (b) in a criminal action in which the Indemnitee was found innocent, or (c) in a criminal offense in which the Indemnitee was convicted and in which a proof of criminal intent is not required; and

2.1.4. a payment which the Office Holder is obligated to make to an injured party as set forth in Section 52(54)(a)(1)(a) of the Securities Law; and

2.1.5. any other circumstances arising under Israeli law in respect of which the Company may indemnify an Officer of the Company.

2.2. The indemnification undertaking made by the Company pursuant to Section 2.1 above shall be only with respect to such events as are described in Schedule A attached hereto and additional events that the Board of Directors determines from time to time are reasonable under the circumstances. The maximum amount payable by the Company to the Indemnitee pursuant to Section 2.1.1 above shall be as provided by the D&O Insurance and by any other insurance policy or policies. The indemnification provided herein shall not be subject to the limitations imposed by this Section 2.2 and Schedule A if and to the extent such limits are no longer required by law. All amounts stated herein in US$, and if paid in NIS, are to be calculated according to the representative rate of exchange, or any other official rate of exchange that may replace it, published by the Bank of Israel on the date of payment by the Company hereunder.

2.3. Subject to applicable law and to the other provisions of this Agreement, if so requested by the Indemnitee, the Company shall advance an amount (or amounts) estimated by the Company to cover the Indemnitee's reasonable litigation expenses with respect to which the Indemnitee is entitled to be indemnified under Sections 2.1 and 2.2 above, subject to Section 3, 4 and 5 below. The Company will also make available to the Indemnitee any security or guarantee that may be required to post in accordance with an interim decision given by a court or an arbitrator in proceedings with respect to which the Indemnitee is entitled to be indemnified under Sections 2.1 and 2.2 above, subject to Section 3, 4 and 5 below, including for the purpose of substituting liens imposed on the Indemnitee's assets.

2.4. The Company's obligation to indemnify the Indemnitee and advance expenses in accordance with this Agreement shall be for such period as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding or any inquiry or investigation, whether civil, criminal or investigative, arising out of the Indemnitee's service in the foregoing positions, whether or not the Indemnitee is still serving in such positions.

2.5. All amounts paid as indemnification pursuant hereto will be grossed-up to cover any tax payments the Indemnitee may be required to make if the indemnification payments are taxable to the Indemnitee.

3. **Insurance**

3.1. As long as the Indemnitee continues to serve as an Officer, the Company shall procure directors' and officers' liability insurance (which shall include without limitation provisions according to which the insurance shall continue to be in effect following the cessation of the Indemnitee's position in the Company with respect to events that occurred prior to such cessation) to the fullest extent permitted by law ("***D&O Insurance***"), in such amount (per claim and per period) as the Company shall deem appropriate and in accordance to the provisions of the Companies Law.

3.2. Indemnitee shall be covered by the D&O Insurance and by any other insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise which such person serves at the request of the Company, in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies.

3.3. At the time of the receipt by the Company of a notice of a claim pursuant to Section 8 hereof, the Company shall give prompt notice of the commencement of such Proceeding to the D&O Insurance insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all reasonably necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such action, suit, proceeding, inquiry or investigation in accordance with the terms of such policies.

3.4. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise, except for the difference, if any, between the amounts actually received by the Indemnitee as aforesaid and the total Expenses incurred by Indemnitee in connection therewith.

4. **General Limitations on Indemnification.**

4.1. Notwithstanding anything to the contrary in this Agreement, the Company shall not indemnify or advance Expenses to Indemnitee: (i) with respect to a counterclaim made by the Company or in its name in connection with a claim against the Company filed by the Indemnitee; or (ii) if, when and to the extent that the Indemnitee would not be permitted to be so indemnified under Israeli law. The Company shall be entitled to be reimbursed by the Indemnitee (who hereby agrees to reimburse the Company) for all such amounts theretofore paid (unless the Indemnitee has commenced legal proceedings in a court of competent

jurisdiction to secure a determination that the Indemnitee should be indemnified under applicable law, in which event the Indemnitee shall not be required to so reimburse the Company until a final judicial determination is made with respect thereto as to which all rights of appeal therefrom have been exhausted or lapsed) and shall not be obligated to indemnify or advance any additional amounts to the Indemnitee (unless there has been a determination by a court of competent jurisdiction that the Indemnitee would be permitted to be so indemnified under this Agreement).

4.2. Advances of expenses given to cover litigation expenses in accordance with Section 2.3 above will be repaid by Indemnitee to the Company if such investigation or proceeding has ended in a financial liability imposed in lieu of a criminal proceeding for a crime which requires a finding of criminal intent or if Indemnitee is found guilty of a crime that requires proof of criminal intent, within thirty (30) days of the court's final decision as to which all rights of appeal therefrom have been exhausted or lapsed. Other advances will be repaid by Indemnitee to the Company within thirty (30) days from a final determination by a court as to which all rights of appeal therefrom have been exhausted or lapsed that Indemnitee is not entitled to such indemnification.

4.3. The Company undertakes that in the event of a Change in Control, the Company's obligations under this Agreement shall continue to be in effect following such Change in Control, and the Company shall take all necessary actions to ensure that the party acquiring control of the Company shall independently undertake to continue in effect this Agreement, to maintain the provisions of the Articles of Association allowing indemnification and to indemnify the Indemnitee in the event that the Company shall not have sufficient funds or otherwise shall not be able to fulfill its obligations hereunder.

5. **Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

6. **Reimbursement.** The Company shall not be liable under this Agreement to make any payment in connection with any claim made against the Indemnitee to the extent the Indemnitee has otherwise actually received payment (under any insurance policy of the Company or otherwise) of the amounts otherwise indemnifiable hereunder, other than for indemnifiable amounts which are in excess of the amounts actually paid to the Indemnitee pursuant to any such insurance policy or otherwise. Any amounts paid to the Indemnitee under such insurance policy or otherwise after the Company has indemnified the Indemnitee for such liability or Expense shall be repaid to the Company promptly upon receipt by the Indemnitee.

7. **Effectiveness.** This agreement shall be in full force and effect as of the date hereof.

8. **Notification and Defense of Claim.** Promptly after receipt by the Indemnitee of (i) any summons, citation, subpoena, complaint, indictment, other document or information relating to any proceeding or matter which may be subject to indemnification hereunder or (ii) notice of the commencement of any investigation, action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Company under this Agreement, notify the Company of the commencement hereof; provided that failure to notify the Company as aforesaid will not relieve the Company of its indemnification obligations pursuant hereto except to the extent that it has been actually and materially prejudiced as a result of such failure and provided further that the omission so to notify the Company will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Agreement. With respect to any such investigation, action, suit or proceeding as to which the Indemnitee notifies the Company of the commencement thereof and without derogating from Section 2.1:

8.1. The Company will be entitled to participate therein at its own expense; and

8.2. Except as otherwise provided below, to the extent that it may wish, the Company will be entitled to assume the defense thereof, with counsel selected by the Company, which counsel is reasonably reputable with experience in the relevant field and reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to assume the defense thereof, the Company will not be liable to the Indemnitee under this Agreement for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee, unless: (i) the employment of counsel by the Indemnitee has been authorized in writing by the Company; (ii) the Indemnitee shall have, based on a legal advice of counsel, concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such action; or (iii) the Company shall not in fact have employed counsel to assume the defense of such action, within a reasonable time, in each of which cases the fees and expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Company or as to which the Indemnitee shall have reached the conclusion specified in (ii) above.

8.3. The Company shall not be liable to indemnify the Indemnitee under this Agreement for any amounts paid in settlement of any action or claim effected without its prior written consent. The Company shall have the right to conduct the defense as it sees fit in its sole discretion (provided that the Company shall conduct the defense in good faith and in a diligent manner), including the right to settle or compromise any claim or to consent to the entry of any judgment against Indemnitee, provided that the Company shall not settle any action or claim in any manner that would impose any penalty or limitation on the Indemnitee without the Indemnitee's prior written consent. However, in the case of civil proceedings, the Indemnitee's consent shall not be required if (i) the settlement includes a complete release of Indemnitee, (ii) does not contain any admission of wrong-doing by Indemnitee, and (iii) includes monetary sanctions (without any admission of wrong-doing by Indemnitee) only up to the amount indemnifiable under this Agreement. In the case of criminal proceedings, the Company and/or its legal counsel will not have the right to plead guilty or agree to a plea-bargain in the Indemnitee's name without the Indemnitee's prior written consent. Neither the Company nor the Indemnitee will unreasonably withhold its consent to any proposed settlement.

8.4. Without derogating of any of the Indemnitee's rights and obligations, the Indemnitee shall use its reasonable efforts to advise the Company concerning all events which the Indemnitee is aware of and that the Indemnitee reasonably suspects would give rise to the initiation of legal proceedings against the Indemnitee in his capacity as an Officer of the Company.

8.5. Indemnitee shall fully cooperate with the Company and shall give the Company all information and access to documents, files and to his advisors and representatives as shall be within Indemnitee's power, in every reasonable way as may be required by the Company with respect to any claim which is the subject matter of this Agreement and in the defense of other claims asserted against the Company (other than claims asserted by Indemnitee),

provided that the Company shall cover all reasonable expenses, costs and fees incidental thereto such that the Indemnitee will not be required to pay or bear such expenses, costs and fees. In addition, at the request of the Company, the Indemnitee shall execute all documents reasonably required to enable the Company or its attorney as aforesaid to conduct the defense in the Indemnitee's name, and to represent the Indemnitee in all matters connected therewith, in accordance with the aforesaid, provided that the Company shall cover all costs incidental thereto such that Indemnitee will not be required to pay the same or to finance the same himself.

9. **Exculpation.** The Company hereby exempts the Indemnitee, to the fullest extent permitted by law, from any liability for damages caused as a result of the Indemnitee's breach of the duty of care to the Company while acting in good faith and having reasonable cause to assume that such act or omission would not prejudice the interests of the Company, provided that the Indemnitee shall not be exempt with respect to any action or omission as to which, under applicable law, the Company is not entitled to exculpate the Indemnitee**.**

10. **Non-Exclusivity.** The rights of the Indemnitee hereunder shall not be deemed exclusive of any other rights the Indemnitee may have under the Company's Articles of Association, as amended from time to time, or applicable law or otherwise, and to the extent that during the indemnification period the rights of the then existing Officers are more favorable to such Officers than the rights provided thereunder or under this Agreement to the Indemnitee, the Indemnitee shall be entitled to the full benefits of such more favorable rights.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, spouses, heirs and personal and legal representatives. This Agreement shall continue in effect regardless of whether the Indemnitee continues to serve as an Officer of the Company or of any other enterprise at the Company's request, provided that the claim for indemnification relates to an Indemnifiable Event. This Agreement is being executed by the Company pursuant to the resolutions adopted by the Board of Directors on **March 29, 2017** and **June 28, 2017**, and by the shareholders of the Company on **April 19, 2017** and **February 14, 2018**. The Board of Directors has determined, based on the current activity of the Company, that the amount stated in Section 2.2 is reasonable and that the events qualifying as Indemnifiable Event are reasonably anticipated.

12. **No Modification; No Waiver**. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. Any waiver shall be in writing.

13. **Severability.** The provisions of this Agreement shall be severable in the event that any provision hereof (including any provision within a single section, paragraph or sentence) is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

14. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the conflicts of law provisions of those laws. The Company and Indemnitee each hereby irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Tel Aviv—Yaffo, Israel for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement.

15. **Entire Agreement; Termination.** This Agreement represents the entire agreement between the parties and supersedes any other agreements, contracts or understandings between the parties, whether written or oral, with respect to the subject matter of this Agreement, including, without limitation any previous Indemnification Agreement (if any) entered into by the Company and the Indemnitee. No supplement, modification, amendment, termination or cancellation of this Agreement shall be effective unless in writing and signed by both parties hereto.

16. **Assignment; No Third Party Rights.** Neither party hereto may assign any of its rights or obligations hereunder except with the express prior written consent of the other party. Nothing herein shall be deemed to create or imply an obligation for the benefit of a third party. Without limitation of the foregoing, nothing herein shall be deemed to create any right of any insurer that provides directors' and officers' liability insurance, to claim, on behalf of Indemnitee, any rights hereunder.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument; it being understood that parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF (Portable Document Format) shall have the same force and effect as the delivery of original signatures and shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

18. **Headings; Gender.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties, each acting under due and proper authority, have executed this Indemnification Agreement as of the date first mentioned above, in one or more counterparts.

UroGen Pharma Ltd.

By: _____

Title: _____

By: _____

Title: _____

{signature}

[Officer Indemnity and Exculpation Agreement—Signature Page]

Schedule A

1. Negotiations, execution, delivery and performance of agreements on behalf of the Company, whether written or oral.

2. Anti-competitive acts and acts of commercial wrongdoing.

3. Acts in regard to invasion of privacy including with respect to databases and acts in regard of slander.

4. Acts in regard to copyrights, patents, designs and any other intellectual property rights, and acts in regard to defects in the Company's products or services, including but not limited to any claim or demand made for actual or alleged infringement, misappropriation or misuse of any third party's intellectual property rights by the Company including without limitation confidential information, patents, copyrights, design rights, service marks, trade secrets, copyrights, and misappropriation of ideas by the Company.

5. Approval of corporate actions including the approval of the acts of the Company's management, their guidance and their supervision.

6. Claims of failure to exercise business judgment and a reasonable level of proficiency, expertise and care in regard to the Company's business.

7. Claims relating to the offering of securities and claims relating to violations of securities laws of any jurisdiction, including, without limitation, fraudulent disclosure claims, failure to comply with the Securities Exchange Commission and/or the Israeli Securities Authority rules and other claims relating to relationships with investors and the investment community.

8. Violations of securities laws of any jurisdiction, including without limitation, fraudulent disclosure claims and other claims relating to relationships with investors and the investment community.

9. Violations of laws requiring the Company to obtain regulatory and governmental licenses, permits and authorizations in any jurisdiction.

10. Claims in connection with publishing or providing any information, including any filings with governmental authorities, on behalf of the Company in the circumstances required under applicable laws.

11. Actions regarding investments by the Company and/or the acquisition of assets, including the acquisition of companies and/or businesses through merger or otherwise or the investment of funds in tradeable securities and/or in any other manner.

12. Claims in connection with employment relationships with Company's employees.

13. Claims in connection with Company's liquidation.

14. Any claim or demand made directly or indirectly in connection with complete or partial failure, by the Company or its directors, officers and employees, to pay, report, keep applicable records or otherwise, any state, municipal or foreign taxes or other mandatory payments of any nature whatsoever, including, without limitation, income, sales, use, transfer, excise, value added, registration, severance, stamp, occupation, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll or employee withholding or other withholding, including any interest, penalty or addition thereto, whether disputed or not.

15. Actions taken in connection with the approval and execution of financial reports and business reports and the representations made in connection therewith.

16. Occurrences resulting from the Company's becoming, or its status as, a public company, and/or from the fact that the Company's securities were offered to the public and/or are traded on any stock exchange.

17. The sale, purchase and holding of negotiable securities or other investments for or in the name of the Company.

18. Actions in connection with the sale of the operations and/or business, or part thereof, of the Company.

19. Without derogating from the generality of the above, actions in connection with the purchase or sale of companies, legal entities or assets, and the division or consolidation thereof.

20. Actions concerning the approval of transactions of the Company, with officers and/or directors and/or holders of controlling interests in the Company, or any other transaction with a related party.

21. Actions in connection with the testing of products developed by the Company, or in connection with the distribution, sale, license or use of such products.

22. Actions taken pursuant to or in accordance with the policies and procedures of the Company, whether such policies and procedures are published or not.

23. Any claim or demand made by any lenders or other creditors or for moneys borrowed by, or other indebtedness of, the Company.

24. Any claim or demand made by any third party suffering any personal injury and/or bodily injury or damage to business or personal property through any act or omission attributed to the Company, or its employees, agents or other persons acting or allegedly acting on their behalf.

For the purpose of this Schedule A, "Company" shall include all subsidiaries and affiliates of Company.

UroGen Pharma Submits Investigational New Drug (IND) Application for UGN-102 (VesiGel™) for the Treatment of Low-Grade Non-Muscle Invasive Bladder Cancer (LG NMIBC)

Company Expects to Begin U.S. Phase 2b Clinical Trial in Q3 2018

UGN-102 Has Potential to Become the First Front Line Non-Surgical Therapy for Patients with LG NMIBC

RA'ANANA, Israel and NEW YORK, July 11, 2018 — UroGen Pharma Ltd. (Nasdaq:URGN), a clinical-stage biopharmaceutical company developing treatments to address unmet needs in the field of urology, with a focus on uro-oncology, today announced that it submitted to the U.S. Food and Drug Administration (FDA) an Investigational New Drug (IND) application for UGN-102 (VesiGel™, mitomycin gel for intravesical instillation) for the treatment of patients with low-grade non-muscle invasive bladder cancer (LG NMIBC) at the end of Q2 2018. If accepted, the Company expects to begin a Phase 2b clinical trial in the United States in Q3 2018.

UGN-102 represents the second product candidate in UroGen's pipeline and addresses an unmet medical need in the treatment of patients with relapsing urothelial cancer of the urinary bladder. The proposed Phase 2b single-arm, open-label, multi-center trial is designed to assess the efficacy and safety of UGN-102 as a potential first-line chemoablation agent in the treatment of patients with LG NMIBC at risk for recurrence. Transurethral resection of bladder tumor (TURBT) followed by adjuvant chemotherapy or immunotherapy is the current standard of care. In 2012, the annual incidence of urothelial bladder cancer was 80,000 in the United States with a prevalence of 700,000[1]. NMIBC accounts for approximately 80% of all new cases of bladder cancer diagnosed in the United States each year, with the majority of patients experiencing life-long, repetitive surgical treatment for cancer recurrence.
"The IND submission of UGN-102 is a significant milestone for our RTGel™ technology platform. With UGN-102, we have a great opportunity to provide the first non-surgical alternative for patients suffering from chronically relapsing LG NMIBC," said Mark Schoenberg, M.D., Chief Medical Officer of UroGen. "The positive data observed in the Phase 3 trial of our lead product candidate, UGN-101 (MitoGel®), is a strong validation of our platform. We are encouraged by the efficacy and durability data generated in a Phase 2a European study of UGN-102 and if our IND is accepted, look forward to beginning the clinical trial in the United States."

About UGN-102

UGN-102 is a novel formulation of mitomycin that provides slow release of the drug over time by using UroGen's proprietary RTGel™ Technology Platform. It is administered locally via instillation into the bladder and is under investigation as a potential first-line chemoablation agent in the treatment of low-grade bladder cancer. UroGen submitted an Investigational New Drug (IND) application to the U.S. Food and Drug Administration in Q2 2018, and upon clearance of the IND, the Company intends to conduct a Phase 2b program to further investigate UGN-102 in the treatment of this condition.

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1 https://seer.cancer.gov/statfacts/html/urinb.html

About Non-Muscle Invasive Bladder Cancer (NMIBC)[1,2]

Bladder cancer accounts for approximately 90% to 95% of all new cases of urothelial cancer in the United States, with a prevalence of approximately 700,000. Bladder cancers are described as non-muscle invasive (NMIBC, 80% of total incidence and prevalence; 64,000 and 560,000, respectively) or muscle-invasive (MIBC, 20% total incidence and prevalence; 16,000 and 140,000, respectively) based on how far into the wall of the bladder they have invaded. Overall, approximately 70% of patients with NMIBC present with low-grade disease at diagnosis (incidence: 44,800 and prevalence 392,000). The standard of care for treating NMIBC patients is TURBT followed by adjuvant chemotherapy or immunotherapy. TURBT is a surgical operation for tumor removal conducted under anesthesia in a hospital setting and is associated with risks such as bleeding, injury to the bladder and infection. Relapse of disease is common after TURBT (30-40% at one year and up to 70% at five years following surgery); and, it is not unusual for patients to require multiple surgical procedures to control NMIBC over a lifetime making bladder cancer the most costly cancer to treat in the United States. No drugs have been approved for the primary non-surgical management of NMIBC, and only three drugs are approved for adjuvant (post-surgical) use to decrease the likelihood of recurrence.

About UroGen Pharma Ltd.

UroGen Pharma Ltd. (Nasdaq:URGN) is a clinical-stage biopharmaceutical company developing advanced non-surgical treatments to address unmet needs in the field of urology, with a focus on uro-oncology. UroGen has developed RTGel™, 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. UroGen's lead product candidates, UGN-101 (MitoGel®) and UGN-102 (VesiGel™), are designed to potentially remove tumors by non-surgical means and to treat several forms of non-muscle invasive urothelial cancer, including low-grade upper tract urothelial carcinoma and bladder cancer, respectively. UroGen is headquartered in Ra'anana, Israel with U.S. headquarters in New York.

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 with respect to the timing and results of clinical development and commercial prospects of the product candidates in UroGen's pipeline, including UGN-102 (VesiGel™) and UGN-101 (MitoGel®), the potential for the FDA to accept the IND application for UGN-102, if accepted, the ability of UroGen to commence the proposed Phase 2b clinical trial of UGN-102 for the treatment of patients with LG NMIBC, and the ability of UroGen to become a leader in the field of uro-oncology, particularly in the treatment of low-grade UTUC, which statements are subject to a number of risks, uncertainties and assumptions, including, but not limited to: the potential approval of its first therapy; the potential acceptance by the FDA of UroGen's IND for UGN-102 for the treatment of patients with LG NMIBC; the ability to commence and complete the proposed Phase 2b clinical trial of UGN-102 for the treatment of patients with LG NMIBC; the ability to obtain and maintain regulatory approval; the scope, progress and expansion of developing and commercializing UroGen's product candidates; and UroGen's ability to attract or retain key management and personnel. In light of these risks and uncertainties, and other risks and uncertainties that are described in the Risk Factors section of our annual report for the year ended December 31, 2017 filed with the SEC on March 15, 2018 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.

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1 https://seer.cancer.gov/statfacts/html/urinb.html
2 Campbell-Walsh Urology 10th Edition 2011