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): January 6, 2020

ArTara Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**001-36694**	**20-4580525**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1 Little West 12th Street	
New York, NY	**10014**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: (646) 844-0337

Proteon Therapeutics, Inc.
200 West Street
Waltham, MA 02451
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation 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
Common Stock, par value $0.001 per share	TARA	The Nasdaq Capital Market

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 2.01. Completion of Acquisition or Disposition of Assets.

On January 9, 2020, ArTara Therapeutics, Inc., formerly known as Proteon Therapeutics, Inc. (the "***Company***"), completed its previously announced merger transaction with ArTara Subsidiary, Inc. (formerly ArTara Therapeutics, Inc., "***ArTara***") in accordance with the terms of the Agreement and Plan of Merger and Reorganization, dated as of September 23, 2019, by and among the Company, REM 1 Acquisition, Inc. ("***Merger Sub***"), and ArTara (as amended on November, 19, 2019, the "***Merger Agreement***"), pursuant to which Merger Sub merged with and into ArTara, with ArTara surviving as a wholly owned subsidiary of the Company (the "***Merger***"). Following the completion of the Merger, the Company is focused on advancing ArTara's drug development programs.

On January 9, 2020, in connection with, and prior to the completion of, the Merger, the Company effected a 1-for-40 reverse stock split of its common stock (the "***Reverse Stock Split***"), ArTara changed its name from "ArTara Therapeutics, Inc." to "ArTara Subsidiary, Inc.", and the Company changed its name from "Proteon Therapeutics, Inc." to "ArTara Therapeutics, Inc." In addition, immediately following the closing of the Private Placement (defined below), all of the outstanding shares of the Company's Series A Preferred Stock were converted into shares of the Company's common stock.

Under the terms of the Merger Agreement, the Company issued shares of its common stock ("***Common Stock***") to ArTara's stockholders, at an exchange ratio of 0.190756 shares of Common Stock, after taking into account the Reverse Stock Split, for each share of ArTara common stock outstanding immediately prior to the Merger. The Company assumed all of the outstanding and unexercised stock options of ArTara, with such stock options now representing the right to purchase a number of shares of Common Stock equal to 0.190756 multiplied by the number of shares of ArTara common stock previously represented by such ArTara stock options. The Company also assumed all of the unvested ArTara restricted stock awards, which were exchanged for a number of shares of Common Stock equal to 0.190756 multiplied by the number of shares of ArTara common stock previously represented by such ArTara restricted stock awards and unvested to the same extent as such ArTara restricted stock awards and subject to the same restrictions as such ArTara restricted stock awards.

Immediately after the Merger, there were 557,631 shares of Common Stock outstanding and 18,954 shares of the Company's preferred stock outstanding, which were converted into 476,276 shares of Common Stock. Immediately after the consummation of the Merger and prior to the consummation of the Private Placement, the former stockholders and optionholders of ArTara owned, or held rights to acquire, approximately 75.2% of the fully-diluted common stock of the Company, with the Company's stockholders and optionholders immediately prior to the Merger owned approximately 24.8% of the fully-diluted common stock of the Company.

The shares of Common Stock issued to the former stockholders of ArTara were registered with the U.S. Securities and Exchange Commission (the "***SEC***") on a Registration Statement on Form S-4 (Reg. No. 333-234549) (the "***Registration Statement***").

The shares of Common Stock listed on The Nasdaq Capital Market, previously trading through the close of business on Thursday, January 9, 2020 under the ticker symbol "PRTO," commenced trading on The Nasdaq Capital Market, on a post-Reverse Stock Split adjusted basis, under the ticker symbol "TARA," on Friday, January 10, 2020. The Common Stock is represented by a new CUSIP number, 04300J107.

The foregoing description of the Merger Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, including the amendment thereto, which are attached hereto as Exhibits 2.1 and 2.2, and are incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard.

On January 6, 2020, the Company received a notice from the Listing Qualifications Department of The Nasdaq Stock Market ("***Nasdaq***") stating that the Company failed to hold an annual meeting of stockholders within 12 months after its fiscal year end, as required by Nasdaq Listing Rules. In accordance with Nasdaq Listing Rules, the Company has 45 calendar days to submit a plan to regain compliance and, if Nasdaq accepts the plan, Nasdaq may grant the Company up to 180 calendar days from its fiscal year end, or until June 29, 2020, to regain compliance. The Company intends to submit a plan of compliance to Nasdaq within the 45 day period. While the plan is pending, the Company's securities will continue to trade on Nasdaq.

Item 3.02. Unregistered Sales of Equity Securities.

The Company previously entered into a Subscription Agreement (the "***Subscription Agreement***") on September 23, 2019 with certain institutional investors (the "***Purchasers***") which agreement was amended on November 19, 2019. Pursuant to the Subscription Agreement, as amended, the Company agreed to sell and issue shares of Common Stock and shares of the Company's newly designated Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share (the "***Series 1 Preferred Stock***"), in a private placement transaction (the "***Private Placement***"), as previously disclosed in the Company's Current Report on Form 8-K filed with the SEC on September 24, 2019. The closing of the Private Placement was completed on January 9, 2020.

At the closing, the Company sold and issued to the Purchasers 1,896,888 shares of Common Stock at a purchase price of approximately $7.01 per share (the "***Common Stock Purchase Price***"), and 3,879.356 shares of Series 1 Preferred Stock at a purchase price of $7,011.47 per share, for an aggregate purchase price of approximately $40.5 million.

The preceding summary does not purport to be complete and is qualified in its entirety by reference to the Subscription Agreement for the Private Placement, a copy of which is attached hereto as Exhibit10.9, and which is incorporated herein by reference.

The Subscription Agreement has been included to provide investors and stockholders with information regarding its terms. It is not intended to provide any other factual information about the Company or the parties thereto. The Subscription Agreement contains representations and warranties that the parties thereto made to, and solely for the benefit of, each other. The assertions embodied in such representations and warranties are qualified by information contained in the confidential disclosure schedules that each may have delivered to the other party in connection with signing the Subscription Agreement. Accordingly, investors and stockholders should not rely on such representations and warranties as characterizations of the actual state of facts or circumstances, since they were only made as of the date of the Subscription Agreement and are modified in important part by the underlying disclosure schedules. Moreover, information concerning the subject matter of such representations and warranties may change after the date of the Subscription Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures.

The securities described above have not been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or any state securities laws. The Company relied on an exemption from the registration requirements of the Securities Act under Section 4(a)(2) thereof. Each of the Purchasers represented that it was acquiring the securities for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof. Appropriate legends were affixed to the securities.

Item 3.03. Material Modification to Rights of Security Holders.

As disclosed below under Item 5.07, at the special meeting of the Company's stockholders held on January 9, 2020 (the "***Special Meeting***"), the Company's stockholders approved (1) an amendment to the sixth amended and restated certificate of incorporation of the Company (the "***Stock Split Amendment***") to effect the Reverse Stock Split of the Common Stock and to change the Company's name from "Proteon Therapeutics, Inc." to "ArTara Therapeutics, Inc." (the "***Name Change***"); and (2) an amendment to the sixth amended and restated certificate of incorporation of the Company (together with the Stock Split Amendment, the "***Pre-Effective Time Charter Amendment***") to effect the conversion of all of the outstanding shares of the Company's Series A Convertible Preferred Stock into shares of Common Stock (the "***Series A Preferred Automatic Conversion***").

On January 9, 2020, immediately prior to the closing of the Merger, the Company filed the Pre-Effective Time Charter Amendment with the Secretary of State of the State of Delaware to effect the Reverse Stock Split and the Name Change. As a result of the Reverse Stock Split, the number of issued and outstanding shares of Common Stock immediately prior to the Reverse Stock Split was reduced to a smaller number of shares, such that every 40 shares of Common Stock held by a stockholder immediately prior to the Reverse Stock Split were combined and reclassified into one share of the Company's common stock. Immediately following the Reverse Stock Split, there were approximately 557,631 million shares of Common Stock outstanding.

No fractional shares were issued in connection with the Reverse Stock Split. Any fractional shares resulting from the Reverse Stock Split were rounded down to the nearest whole number, and each stockholder who would otherwise be entitled to a fraction of a share of Common Stock upon the Reverse Stock Split (after aggregating all fractions of a share to which such stockholder would otherwise be entitled) is, in lieu thereof, entitled to receive a cash payment determined by multiplying the fraction of a share of Common Stock to which each stockholder would otherwise be entitled by the closing price of the Common Stock on the Nasdaq Capital Market on the date immediately prior to the date on which the Reverse Stock Split is affected.

On January 9, 2020, immediately following the closing of the Private Placement, the Series A Preferred Automatic Conversion became effective pursuant to the Pre-Effective Time Charter Amendment. As a result of the Series A Preferred Automatic Conversion, the 18,954 outstanding shares of the Company's Series A Convertible Preferred Stock were converted into 476,276 shares of Common Stock (on a post-Reverse Stock Split basis).

On January 9, 2020, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock (the "***Certificate of Designation***") with the Secretary of State of the State of Delaware. The Certificate of Designation establishes and designates the Series 1 Preferred Stock, and the rights, preferences and privileges thereof.

Each share of Series 1 Preferred Stock is convertible into 1,000 shares of Common Stock, at a conversion price initially equal to the Common Stock Purchase Price, subject to adjustment for any stock splits, stock dividends and similar events, at any time at the option of the holder, provided that any conversion of Series 1 Preferred Stock by a holder into shares of Common Stock would be prohibited if, as a result of such conversion, the holder, together with its affiliates and any other person or entity whose beneficial ownership of the common stock would be aggregated with such holder's for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, would beneficially own more than 9.99% of the total number of shares Common Stock issued and outstanding after giving effect to such conversion. Upon written notice to the Company, the holder may from time to time increase or decrease such limitation to any other percentage not in excess of 19.99% specified in such notice. Each share of Series 1 Preferred Stock is entitled to a preference of $10.00 per share upon liquidation of the Company, and thereafter will share ratably in any distributions or payments on an as-converted basis with the holders of Common Stock. In addition, upon the occurrence of certain transactions that involve the merger or consolidation of the Company, an exchange or tender offer, a sale of all or substantially all of the assets of the Company or a reclassification of its common stock, each share of Series 1 Preferred Stock will be convertible into the kind and amount of securities, cash and/or other property that the holder of a number of shares of Common Stock issuable upon conversion of one share of Series 1 Preferred Stock would receive in connection with such transaction.

The foregoing descriptions of the Pre-Effective Time Charter Amendment and the Certificate of Designation are not complete and are subject to and qualified in their entirety by reference to the Pre-Effective Time Charter Amendment and the Certificate of Designation, copies of which are attached hereto as Exhibit 3.1 and Exhibit 3.2, respectively, and are incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

The information set forth in Item 2.01 of this Current Report on Form 8-K regarding the Merger and the information set forth in Item 5.02 of this Current Report on Form 8-K regarding the Company's board of directors and executive officers following the Merger are incorporated by reference into this Item 5.01.

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

Directors

In accordance with the Merger Agreement, on January 9, 2020, immediately prior to and effective upon the closing of the Merger, Hubert Birner, Ph.D., Garen Bohlin, John G. Freund, M.D., Paul J. Hastings and Timothy P. Noyes resigned from the Company's board of directors and committees of the board of directors on which they respectively served, which resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices.

In accordance with the Merger Agreement, the Company's board of directors (and its committees) was reconstituted to include the following directors:

Name	Age	Position
Luke Beshar	61	Chairman of the Board
Scott Braunstein, M.D.	55	Director
Roger Garceau, M.D.	66	Director
Richard Levy, M.D.	62	Director
Gregory Sargen	54	Director
Michael Solomon, Ph.D.	50	Director
Jesse Shefferman	48	Chief Executive Officer, President and Director

Mr. Shefferman and Dr. Braunstein are Class III directors, whose terms expire at the Company's 2020 annual meeting of stockholders. Drs. Levy and Solomon are Class I directors, whose terms expire at the Company's 2021 annual meeting of stockholders. Mr. Beshar, Dr. Garceau and Mr. Sargen are Class II directors, whose terms expire at the Company's 2022 annual meeting of stockholders. In addition, Dr. Braunstein, Dr. Levy and Mr. Sargen were appointed to the Company's Audit Committee (with Mr. Sargen serving as chair of the committee); Mr. Sargen, Dr. Garceau and Dr. Solomon were appointed to the Company's Compensation Committee (with Dr. Solomon serving as chair of the committee); and Mr. Beshar and Dr. Solomon were appointed to the Company's Nominating and Corporate Governance Committee (with Mr. Beshar serving as chair of the committee).

Luke Beshar, Director

Mr. Beshar has over 35 years of experience in serving as the chief financial officer for publicly-traded and privately-held pharmaceutical companies. Mr. Beshar has served on the board of directors of Trillium Therapeutics Inc., a publicly traded immuno-oncology company, since March 2014, and has served on the board of directors of RegenxBio, Inc., a publicly traded leading clinical-stage gene therapy company, since May 2015. Mr. Beshar has served on the ArTara board of directors since October 2018. Prior to his board service, Mr. Beshar served as executive vice president, chief financial officer of NPS Pharmaceuticals, Inc., a publicly traded pharmaceutical company that specialized in drugs for gastrointestinal disorders, from 2007 until February 2015 when the company was acquired by Shire plc. Prior to NPS Pharmaceuticals, Mr. Beshar served as executive vice president, strategy and corporate development and executive vice president, chief financial officer of Cambrex Corporation, a publicly traded life sciences company that provides products and services for small molecule active pharmaceutical ingredients, from 2002 until 2007. Mr. Beshar began his career with Arthur Andersen & Co. and is a certified public accountant. Mr. Beshar earned his B.A. in accounting and financial administration from Michigan State University and is a graduate of The Executive Program at the Darden Graduate School of Business at the University of Virginia. Mr. Beshar's management experience as the chief financial officer for publicly-traded and privately-held pharmaceutical companies, as well as his current director experience on other publicly held companies provide him with the qualifications and skill to serve on the Company's board of directors.

Scott Braunstein, M.D., Director

Dr. Braunstein became a member of the ArTara board of directors in June 2018, and has served as the chairman of its board of directors since June 2018. In August 2019, Dr. Braunstein began serving as president and chief executive officer of Marinus Pharmaceuticals, Inc., a publicly traded clinical stage pharmaceutical company. Dr. Braunstein has served as an operating partner at Aisling Capital, a private investment firm, since September 2015 and previously served as the chief operating officer, senior vice president of strategy and corporate development, and chief strategy officer at Pacira Pharmaceuticals, Inc., a publicly traded pharmaceutical provider of non-opioid pain management options, from July 2015 to March 2018. Dr. Braunstein served as a healthcare portfolio manager at Everpoint Asset Management from September 2014 until February 2015. Previously, from 2002 until June 2014, Dr. Braunstein worked in various positions at JP Morgan Asset Management, a division of JPMorgan Chase & Co., a publicly traded global financial services firm, most recently as a managing director, senior portfolio manager for the JPM Global Healthcare Fund, and the JPM asset global equity analyst for the U.S. pharmaceutical and biotechnology industry. Dr. Braunstein began his career as a practicing physician, also serving as assistant clinical professor at Albert Einstein College of Medicine and Columbia University Medical Center. Dr. Braunstein currently serves as a member of the board of directors of the following publicly traded companies: Constellation Pharmaceuticals, Inc., a clinical-stage biopharmaceutical company, Marinus Pharmaceuticals, Inc., Esperion Therapeutics, Inc., a late-stage pharmaceutical company, Trevena, Inc., a biopharmaceutical company, and Ziopharm Oncology, a biopharmaceutical company focused on immune-oncology therapies. Dr. Braunstein also currently serves as a member of the board of directors of SiteOne Therapeutics, Inc., a privately held company developing novel pain therapeutics. Dr. Braunstein earned his B.A. from Cornell University and his M.D. from the Albert Einstein College of Medicine at Yeshiva University. Dr. Braunstein's significant board experience within the biopharmaceutical industry, as well as his management experience, provide him with the qualifications to serve on the Company's board of directors.

Richard Levy, M.D., Director

Dr. Levy has served as a member of the board of directors of ArTara since December 2019. Dr. Levy also currently serves on the board of directors of Kodiak Sciences Inc., Kiniksa Pharmaceuticals, Ltd. and Madrigal Pharmaceuticals, Inc., each a publicly traded pharmaceutical company. Dr. Levy also currently serves on the board of directors of Gliknik Inc., a privately-held biopharmaceutical company. Dr. Levy previously served on the board of directors of Aquinox Pharmaceuticals, Inc., a publicly traded pharmaceutical company, from March 2017 until March 2019. Previously, from December 2016 until May 2019, Dr. Levy served as a part-time senior advisor for Baker Bros. Advisors, L.P., a firm that primarily manages long-term investment funds focused on publicly traded life sciences companies. Dr. Levy served as executive vice president and chief drug development officer at Incyte from January 2009 until his retirement in April 2016, and as senior vice president of drug development at Incyte from August 2003 until January 2009. Prior to joining Incyte, Dr. Levy served as vice president, biologic therapies, at Celgene Corporation, a publicly-held biopharmaceutical company, from 2002 until 2003. From 1997 until 2002, Dr. Levy served in various executive positions with DuPont Pharmaceuticals Company, first as vice president, regulatory affairs and pharmacovigilence, and thereafter as vice president, medical and commercial strategy. Dr. Levy served at Novartis, and its predecessor company, Sandoz, from 1991 until 1997 in positions of increasing responsibility in clinical research and regulatory affairs. Prior to joining the pharmaceutical industry, Dr. Levy served as an assistant professor of medicine at the UCLA School of Medicine. Dr. Levy is board certified in internal medicine and gastroenterology and received his A.B. in biology from Brown University, his M.D. from the University of Pennsylvania School of Medicine, and completed his training in internal medicine at the Hospital of the University of Pennsylvania and a fellowship in gastroenterology and hepatology at UCLA. Dr. Levy's more than 25 years of experience in the pharmaceutical and biotechnology industries, as well as his extensive board experience, provide him with the qualifications to serve on the Company's board of directors.

Gregory Sargen, Director

Mr. Sargen has served as a member of the board of directors of ArTara since November 2019. Mr. Sargen joined Cambrex Corporation, a publicly traded life sciences company, in February 2003 and has held various roles at Cambrex. Mr. Sargen has served as its chief financial officer and executive vice president since September 2018 and executive vice president, corporate development and strategy since January 2017. Mr. Sargen previously served as executive vice president and chief financial officer from January 2011 until January 2017 and vice president and chief financial officer since February 2007. Mr. Sargen also previously served as vice president, finance at Cambrex Corporation. Previously, Mr. Sargen served as executive vice president, finance / chief financial officer and vice president / corporate controller at Exp@nets, Inc., a communication company, from 1999 until 2002. Mr. Sargen previously served as vice president, finance and controller at Fisher Scientific International's Chemical Manufacturing Division from 1996 until 1998. Mr. Sargen has held various positions in finance, accounting and audit with Merck & Company, Inc., Heat and Control, Inc. and Deloitte & Touche. Mr. Sargen currently serves on the board of directors of Avid Bioservices, Inc., a publicly traded biologics contract development and manufacturing organization. Mr. Sargen is a certified public accountant (non-practicing). Mr. Sargen earned his B.S. in accounting from Pennsylvania State University and his MBA in finance from The Wharton School of the University of Pennsylvania. Mr. Sargen's industry experience, both in management and at the board level, provide him with the qualifications to serve on the Company's board of directors.

Roger Garceau, M.D., Director

Dr. Garceau has more than 30 years of broad pharmaceutical industry experience and has served as a member of the board of directors of ArTara since January 2019. Dr. Garceau has served as a member of the board of directors of Entera Bio Ltd., a biotechnology company specializing in the oral delivery of large molecules and biologics, and has served as its chief development advisor since December 2016. Prior to joining Entera, Dr. Garceau served as chief medical officer and executive vice president of NPS Pharmaceuticals, Inc., a publicly traded pharmaceutical company that specialized in drugs for gastrointestinal disorders, since December 2008 and January 2013, respectively, until February 2015, when NPS Pharmaceuticals was acquired by Shire plc. Previously, Dr. Garceau has also served in several managerial positions with NPS Pharmaceuticals, Inc., Sanofi-Aventis and Pharmacia Corporation. Dr. Garceau has served as a member of the board of directors of Enterome SA, a privately held clinical-stage biopharmaceutical company, since December 2016. Dr. Garceau is a board-certified pediatrician and is a fellow of the American Academy of Pediatrics. Dr. Garceau earned his B.S. in biology from Fairfield University and his M.D. from the University of Massachusetts Medical School. Dr. Garceau's pharmaceutical industry experience, both in management and at the board level, provide him with the qualifications to serve on the Company's board of directors.

Michael Solomon, Ph.D., Director

Dr. Solomon has more than 20 years of experience in the biotechnology industry and has spent the last 14 years focused on creating and operating early stage companies. Dr. Solomon has served as chief executive officer of Ribometrix, Inc., a privately held therapeutics company focused on targeting RNA with small molecules, since October 2017. Dr. Solomon served as a venture partner at SV Health Investors from December 2016 until December 2018. Previously, Dr. Solomon served as chief operating officer at Decibel Therapeutics, Inc., a biotechnology company focused on hearing disorders, from 2015 until 2016. Dr. Solomon served as chief operating officer of Ember Therapeutics, Inc., a publicly traded pharmaceutical company, from 2012 until 2015, and as chief business officer of Link Medicine Corporation, a privately held biopharmaceutical company, from 2009 until 2012. Dr. Solomon was a founder and vice president of discovery at Epizyme Therapeutics, Inc., a clinical stage biopharmaceutical company, and vice president of discovery at Hypnion, Inc., a sleep disorder company that was sold to Lilly in 2007. Dr. Solomon has served as a member of the board of directors of ArTara since May 2018 and currently serves on the board of directors of Ribometrix, Inc., a privately held platform therapeutics company. Dr. Solomon earned his B.S. in chemistry from the University of Massachusetts, Amherst and his Ph.D. in organic chemistry from the University of Wisconsin. Dr. Solomon's industry experience in creating and operating early stage companies provide him with the qualifications to serve on the Company's board of directors.

On January 9, 2020, the Company adopted a Non-Employee Director Compensation Policy (the "***NED Compensation Policy***"), which applies to each of the non-employee directors of the Company. Pursuant to the NED Compensation Policy, each non-employee directors will receive the following compensation for service on the Company's board of directors:

- An annual cash retainer of $35,000;
- An additional cash retainer of $115,000 to the chairman of the board of directors;
- An additional annual cash retainer of $7,500, $5,000 and $5,000 for service as a member of the audit committee, compensation committee and nominating and corporate governance committee, respectively;
- An additional annual cash retainer of $7,500, $5,000, and $2,500 for service as the chairman of the audit committee, compensation committee and nominating and corporate governance committee; respectively; and
- An annual grant, without any further action of the Company's board of directors, on the date of each annual meeting, of a nonstatutory stock option to purchase 9,200 shares of the Company's common stock.

The foregoing description of the NED Compensation Policy is not complete and is subject to and qualified in its entirety by reference to the NED Compensation Policy, a copy of which is attached hereto as Exhibit 10.10, and is incorporated herein by reference.

On January 10, 2020, the Company's board of directors granted the following restricted stock unit awards ("***RSUs***") to its non-employee directors:

Name	**Number of Shares Subject to the Restricted Stock Unit Award**
Luke Beshar	168,000(1)
Scott Braunstein, M.D.	26,500(1)
Roger Garceau, M.D.	33,000(1)
Richard Levy, M.D.	31,000(2)
Gregory Sargen	31,000(2)
Michael Solomon, Ph.D.	26,500(1)

(1) 3/24th of the shares were vested upon grant and 1/24th of the shares vest monthly thereafter, beginning on February 10, 2020
(2) 50% of the shares vest on January 10, 2021 and 1/24th of the shares vest monthly thereafter

The foregoing RSUs were granted pursuant to the Company's Amended and Restated 2014 Equity Incentive Plan, as amended. Settlement for the RSUs is deferred until the earliest to occur of (i) the director's termination of service, (ii) death, (iii) disability and (iv) a change in control of the Company. In the event of a change in control of the Company, the RSUs will vest in full.

Each of the Company's directors is expected to enter into an indemnity agreement with the Company.

Executive Officers

On January 9, 2020, immediately prior to and effective upon the closing of the Merger, Timothy Noyes, the Company's President and Chief Executive Officer, and George Eldridge, the Company's Senior Vice President and Chief Financial Officer, resigned as officers of the Company. As previously disclosed on a Current Report on Form 8-K (filed with the SEC on October 2, 2019), on September 30, 2019, the Company and Mr. Noyes entered into a Separation Agreement, which sets forth the terms of Mr. Noyes' separation from the Company as of October 1, 2019 and entry into a Consulting Agreement with the Company. As previously disclosed on a Current Report on Form 8-K (filed with the SEC on December 23, 2019), on December 20, 2019, the Company and Mr. Eldridge entered into a Separation Agreement, which sets forth the terms of Mr. Eldridge's separation from the Company.

On January 9, 2020, effective immediately after the closing of the Merger, the Company's board of directors appointed Jesse Shefferman as the Company's President and Chief Executive Officer, Julio Casoy, M.D. as the Company's Chief Medical Officer and Jacqueline Zummo, Ph.D., MPH, MBA as the Company's Senior Vice President, Research Operations and Secretary. Each of Mr. Shefferman and Drs. Casoy and Zummo entered into an indemnity agreement with the Company on January 9, 2020, immediately following the Merger.

These executive officers received the following Company securities in connection with the closing of the Merger:

- Mr. Shefferman received 790,274 shares of Common Stock in exchange of his shares of ArTara common stock;
- Dr. Casoy's options to purchase shares of ArTara common stock became options to purchase an aggregate of 38,151 shares of Common Stock; and
- Dr. Zummo received 28,613 shares of Common Stock in exchange of her shares of ArTara common stock and her options to purchase shares of ArTara common stock became options to purchase an aggregate of 38,151 shares of Common Stock.

Jesse Shefferman. Mr. Shefferman, age 48, co-founded ArTara and has served as its chief executive officer since November 2017. Prior to co-founding ArTara, Mr. Shefferman served as vice president and head of business development at Retrophin Inc., a publicly traded company focusing on rare diseases, from March 2014 until October 2017. Prior to Retrophin, Mr. Shefferman served as director, strategy & business development at Vertex Pharmaceuticals, Inc., a publicly traded biopharmaceutical company, from September 2012 until March 2014. Mr. Shefferman previously served as an investment banker with Barclays Capital and Lehman Brothers. Mr. Shefferman earned his B.A. in accounting from Gordon College and his MBA and certificate in health sector management from Duke University's Fuqua School of Business. The Company believes that Mr. Shefferman's experience in strategy and financial roles in the biopharmaceutical industry provide him with the qualifications to serve as the Company's president, chief executive officer and a member of its board of directors.

Under the terms of the employment agreement entered into between ArTara and Mr. Shefferman on November 5, 2019, as amended on December 4, 2019 (the "***CEO Agreement***"), Mr. Shefferman is entitled to an annual base salary of $510,000, is eligible for the Company's benefit programs, vacation benefits and medical benefits, and is entitled to an annual discretionary bonus equal to 50% of his annual base salary. Additionally, Mr. Shefferman is entitled to a special, one-time bonus of $100,000 upon completion of the Merger.

The CEO Agreement provides that upon written notice, either party may terminate the employment arrangement with or without cause. The CEO Agreement provides that if the Company terminates Mr. Shefferman's employment without cause or if Mr. Shefferman resigns for good reason, then Mr. Shefferman will be eligible to receive:

- base salary for a period of 18 months paid in a lump sum;
- any unpaid base salary through the effective date of termination; and
- reimbursement of all business expenses for which he is entitled.

The following definitions are used in the CEO Agreement (and have similar meanings in the Zummo Agreement as described below):

- "cause" means: (i) Mr. Shefferman's continued failure to substantially perform the material duties and obligations under his employment agreement (for reasons other than his death or disability), which failure, if curable within the discretion of the Company, is not cured to the reasonable satisfaction of the Company within 30 days after receipt of written notice from the Company of such failure; (ii) Mr. Shefferman's failure or refusal to comply with the policies, standards and regulations established by the Company from time to time which failure, if curable in the discretion of the Company, is not cured to the reasonable satisfaction of the Company within 30 days after receipt of written notice of such failure from the Company; (iii) any act of personal dishonesty, fraud, embezzlement, misrepresentation, or other unlawful act committed by Mr. Shefferman that benefits Mr. Shefferman at the expense of the Company; (iv) Mr. Shefferman's violation of a federal or state law or regulation applicable to the Company's business; (v) Mr. Shefferman's violation of, or a plea of nolo contendre or guilty to, a felony under the laws of the United States or any state; or (vi) Mr. Shefferman's material breach of the terms of his employment agreement or his employee confidential information and inventions assignment agreement.

- "good reason" means: Mr. Shefferman's written notice of his intent to resign for good reason with a reasonable description of the grounds therefor within 10 days after the occurrence of one or more of the following without Mr. Shefferman's consent, and subsequent resignation within 30 days following the expiration of any Company cure period: (i) a material reduction of Mr. Shefferman's duties, position or responsibilities (provided, however, that any change in duties, position, or responsibilities due to the Company becoming a subsidiary or division of another entity in connection with a change in control shall not be good reason); (ii) a material reduction in Mr. Shefferman's base salary (other than a reduction of not more than 10% that is applicable to similarly situated executives of the Company); (iii) a material breach of Mr. Shefferman's employment agreement by the Company; or (iv) a material change in the geographic location of Mr. Shefferman's primary work facility or location; provided, that a relocation of less than 50 miles from Mr. Shefferman's then present location will not be considered a material change in geographic location. Mr. Shefferman will not resign for good reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "good reason" within 30 days of the initial existence of the grounds for "good reason" and a reasonable cure period of not less than 30 days following the date of such notice if such act or omission is capable of cure.

- "change in control" means: (a) a transaction, unless securities possessing more than 50% of the total combined voting power of the survivor's or acquiror's outstanding securities (or the securities of any parent thereof) are held by a person or persons who held securities possessing more than 50% of the total combined voting power of the Company's outstanding securities immediately prior to that transaction, or (b) any person or group of persons (within the meaning of Section 13(d)(3) of the Exchange Act) that, directly or indirectly, acquires, including but not limited to by means of a merger or consolidation, beneficial ownership (determined pursuant to the SEC Rule 13d-3 promulgated under the Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities unless pursuant to a tender or exchange offer made directly to the Company's stockholders that the Company's board of directors recommends such stockholders accept, other than (i) the Company or any of its affiliates, (ii) an employee benefit plan of the Company or any of its affiliates, (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its affiliates, or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities, or (c) over a period of 36 consecutive months or less, there is a change in the composition of the Company's board of directors such that a majority of the members of the Company's board of directors (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of the members of the Company's board of directors, to be composed of individuals who either (i) have been members of the Company's board of directors continuously since the beginning of that period, or (ii) have been elected or nominated for election as members of the Company's board of directors during such period by at least a majority of the members of the Company's board of directors described in the preceding clause (i) who were still in office at the time that election or nomination was approved by the Company's board of directors; or (d) a majority of the Company's board of directors votes in favor of a decision that a change in control has occurred, which vote may adopted by the Company's board of directors with the intention that such vote become effective subject to and contingent upon the occurrence of certain events, in which case such change in control shall not be deemed to have occurred unless and until such vote becomes effective in accordance with its terms. A "change in control" shall not include the transaction contemplated by the Merger Agreement.

On January 10, 2020, pursuant to the terms of the CEO Agreement, the Company's board of directors granted Mr. Shefferman (i) an option to purchase 111,250 shares of Common Stock, with 25% of the shares vesting on the one year anniversary of January 10, 2020 and 1/48th of the shares vesting monthly thereafter over the next three years, subject to the optionee's continuous service with the Company as of each such date; (ii) an option grant on July 10, 2020 to purchase 111,250 shares of Common Stock, with 25% of the shares vesting on the one year anniversary of January 10, 2020 and 1/48th of the shares vesting monthly thereafter over the next three years, subject to the optionee's continuous service with the Company as of each such date; and (iii) a restricted stock unit award to purchase 50,000 shares of Common Stock, with 25% of the shares vesting on each one-year anniversary of January 10, 2020, pursuant to the Company's Amended and Restated 2014 Equity Incentive Plan, as amended. The option grants and restricted stock unit award are subject to the accelerated vesting terms provided in the CEO Agreement.

The foregoing description of the CEO Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the CEO Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Julio Casoy, M.D. Dr. Casoy, age 68, has served as ArTara's chief medical officer since February 2019. Prior to joining ArTara, Dr. Casoy served as chief medical officer at Velocity Fund Partners, a private equity firm focused on the life sciences and healthcare services, and as chief medical officer at InClinica, a global research consulting, clinical development and manufacturing company where he oversaw all scientific activities with Velocity assets and CRO activities, both from January 2018 until January 2019. From November 2015 until July 2017, Dr. Casoy served as senior vice president of medical affairs at Turing Pharmaceuticals, a privately held pharmaceutical company. From November 2013 until November 2015, Dr. Casoy served as senior vice president clinical research and medical affairs at Popsi Cube-Fovea, a clinical research organization. From March 2014 until November 2015, Dr. Casoy served as chief medical officer at Synaerion Therapeutics, Inc., a privately held biotechnology company. Prior to Synaerion, Dr. Casoy served as vice president medical affairs at Alkermes PLC, a publicly traded pharmaceutical manufacturing and biopharmaceutical company, from August 2011 until September 2013. Dr. Casoy began his career at Wyeth Pharmaceuticals Inc., a pharmaceutical company that was subsequently acquired by Pfizer, Inc., and served in various positions of increasing responsibility during his 24 years at Wyeth, most recently serving as vice president global medical affairs, compliance / intercontinental medical director during his last six years at Wyeth. Dr. Casoy practiced medicine in internal medicine and rheumatology for six years before working in the biotechnology and pharmaceutical industries. Dr. Casoy earned his degree in internal medicine from Escola Paulista de Medicina, his master in health and hospital management from Escola de Administracao de Empresas Fundacao Getulio Vargas & Hospital das Clinicas da Universidade de Sao Paulo and his specialization in rheumatology from Escola Paulista de Medicina.

On January 10, 2020, the Company's board of directors granted Dr. Casoy a restricted stock unit award to purchase 45,500 shares of Common Stock, with 25% of the shares vesting on each one-year anniversary of January 10, 2020, pursuant to the Company's Amended and Restated 2014 Equity Incentive Plan, as amended. The restricted stock unit award is subject to the accelerated vesting terms provided in the Zummo Agreement (as defined below).

Jacqueline Zummo, Ph.D., MPH, MBA. Dr. Zummo, age 39, joined ArTara in November 2017 and began serving as its vice president, clinical research medical affairs. In March 2019, Dr. Zummo began serving as vice president, research operations at ArTara. Prior to joining ArTara, Dr. Zummo served as assistant vice president, medical affairs at Vyera Pharmaceuticals, LLC, a privately held biopharmaceutical company, from November 2015 until September 2017. Dr. Zummo previously served as medical director at Alkermes, Inc. from 2012 until November 2015, associate director, medical affairs at Sunovion Pharmaceuticals Inc. from 2008 until 2012 and senior manager, neuroscience medical affairs at Wyeth Pharmaceuticals from 2002 until 2008. Dr. Zummo earned her B.A. from Penn State University, her MBA in healthcare marketing from Benedictine University, her MPH in epidemiology from Benedictine University, and her Ph.D. in global health sciences from Nova Southeastern University.

On December 17, 2019, ArTara entered into an executive employment agreement (the "***Zummo Agreement***") with Dr. Zummo, pursuant to which Dr. Zummo began serving as ArTara's Senior Vice President, Research Operations. Pursuant to the Zummo Agreement, Dr. Zummo's compensation consists of base salary of $325,000 and she is entitled to a discretionary bonus equal to 30% of her annual base salary. Pursuant to the Zummo Agreement, Dr. Zummo is eligible for ArTara's benefit programs, vacation benefits and medical benefits.

The Zummo Agreement provides that upon written notice, either party may terminate the employment arrangement with or without cause. The agreement provides that if ArTara terminates Dr. Zummo's employment without cause or if Dr. Zummo resigns for good reason, then Dr. Zummo will be eligible to receive:

- base salary for a period of nine months paid in a lump sum;
- any unpaid base salary through the effective date of termination; and
- reimbursement of all business expenses for which she is entitled.

On January 10, 2020, pursuant to the terms of the Zummo Agreement, the Company's board of directors granted Dr. Zummo a restricted stock unit award to purchase 45,500 shares of Common Stock, with 25% of the shares vesting on each one-year anniversary of January 10, 2020, pursuant to the Company's Amended and Restated 2014 Equity Incentive Plan, as amended. The restricted stock unit award is subject to the accelerated vesting terms provided in the Zummo Agreement.

The foregoing description of the Zummo Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the Zummo Agreement, which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

To the extent required by Item 5.03 of Form 8-K, the information contained in Item 2.01 and Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Merger, the Company's board of directors adopted a code of business conduct and ethics (the "***Code***") effective following the Merger. The Code superseded the Company's existing code of business conduct and ethics previously adopted by its board of directors. The Code applies to all directors, officers and employees of the Company.

The existing code was refreshed and updated in connection with the Merger to conform the Code to reflect current best practices and enhance the Company personnel's understanding of the Company's standards of ethical business practices, promote awareness of ethical issues that may be encountered in carrying out an employee's or director's responsibilities, and improve its clarity as to how to address ethical issues that may arise.

The newly adopted Code did not result in any explicit or implicit waiver of any provision of the Company's code of business conduct and ethics in effect prior to the adoption of the Code. The foregoing description of the Code does not purport to be complete and is qualified in its entirety by reference to the full text of the Code, a copy of which is attached hereto as Exhibit 14.1 and incorporated herein by reference.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The Company convened and adjourned its special meeting of stockholders on January 9, 2020 (the "***Special Meeting***"). At the Special Meeting, 13,437,187 shares of Common Stock (prior to the Reverse Stock Split), or approximately 60.24% of the shares of Common Stock outstanding and entitled to vote at the Special Meeting, were present in person or represented by proxy. At the Special Meeting, the stockholders of the Company voted as set forth below on Proposals No. 1 through 5, each of which is described in detail in the Registration Statement.

The final voting results for each matter submitted to a vote of the Company's stockholders, which share amounts do not reflect the Reverse Stock Split, are as follows:

Proposal No. 1. Approval of an Amendment to the Company's Sixth Amended and Restated Certificate of Incorporation to Effect the Reverse Split.

Proposal to approve an amendment to the Company's sixth amended and restated certificate of incorporation to effect, immediately prior to the effectiveness of the Merger, a reverse stock split of the Common Stock at a ratio mutually agreed to between the Company and ArTara anywhere in the range between one new share for every thirty shares and one new share for every fifty shares outstanding:

Votes For	Votes Against	Abstentions
13,143,813	281,560	11,814

Proposal No. 2. Approval of (i) the Issuance of Shares of the Company's Capital Stock Pursuant to the Merger and the Private Placement, and (ii) the Change of Control Resulting from the Merger and the Private Placement.

Proposal to approve (i) the issuance of the Common Stock to ArTara's stockholders pursuant to the Merger Agreement and the issuance of newly created Series 1 Convertible Non-Voting Preferred Stock and shares of Common Stock pursuant to the Private Placement, which shares of the Company's capital stock to be issued pursuant to the Merger and the Private Placement collectively will represent (or be convertible into) more than 20% of the shares of the Common Stock outstanding immediately prior to the Merger, and (ii) the change of control resulting from the Merger and the Private Placement, pursuant to Nasdaq Listing Rules 5635(a) and 5635(b), respectively:

Votes For	Votes Against	Abstentions
13,181,886	225,272	30,029

Proposal No. 3. Approval of an Amendment to the Company's Sixth Amended and Restated Certificate of Incorporation to Effect the Automatic Conversion of all Outstanding Shares of the Company's Series A Preferred Stock into Shares of the Company's Common Stock.

Proposal to approve an amendment to the Company's sixth amended and restated certificate of incorporation to effect, immediately after the consummation of the Private Placement, the automatic conversion of all outstanding shares of the Company's Series A Convertible Preferred Stock into shares of Common Stock, without giving effect to any existing provision that limits the conversion rights of the Company's Series A Convertible Preferred Stock (including, without limitation, the 9.985% beneficial ownership cap):

Votes For	Votes Against	Abstentions
13,177,360	228,295	31,532

Proposal No. 4. Approval of an Amendment to the Company's Amended and Restated 2014 Equity Incentive Plan.

Proposal to approve an amendment to the Company's Amended and Restated 2014 Equity Incentive Plan to increase the shares available for issuance thereunder by 36,000,112 additional shares of Common Stock (without giving effect to the Reverse Stock Split) from 5,163,517 shares to 42,975,344 shares:

Votes For	Votes Against	Abstentions
12,617,432	790,412	29,343

Proposal No. 5. Approval of Possible Postponement or Adjournment of the Special Meeting.

Proposal to consider and vote upon a postponement or adjournment of the Special Meeting, if necessary, for a period of not more than 20 days, for the purpose of soliciting additional proxies to approve Proposal Nos. 1, 2, 3 or 4:

Votes For	Votes Against	Abstentions
13,072,497	322,483	42,207

Item 5.08. Shareholder Director Nominations.

The Company's board of directors has not yet set the date of the Company's 2020 annual meeting of stockholders (the "***Annual Meeting***") or the record date for stockholders entitled to notice of and to vote at the Annual Meeting. However, it is currently anticipated that the Annual Meeting will occur in June 2020.

Due to the fact that the Company did not hold an annual meeting of stockholders in 2019, the due dates for the provision of any qualified stockholder proposal or qualified stockholder nominations under the rules of the SEC and the Second Amended and Restated Bylaws of the Company listed in the Company's 2018 Proxy Statement on Schedule 14A as filed with the SEC on April 26, 2018 are no longer applicable. Such nominations or proposals, including any notice on Schedule 14N, are now due to the Company no later than March 1, 2020, which is a reasonable time before the Company plans to first mail its proxy materials for the Annual Meeting. The Company currently intends to make its proxy materials for the Annual Meeting available in April 2020.

Item 8.01. Other Events.

On January 9, 2020, the Company issued a press release announcing the completion of the Merger, the Reverse Stock Split, the Private Placement and the Name Change. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

The Company intends to file the financial statements of ArTara required by Item 9.01(a) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

The Company intends to file the pro forma financial information required by Item 9.01(b) as part of an amendment to this Current Report on Form 8-K not later than 71 calendar days after the date this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit No.	Description
2.1**	Agreement and Plan of Merger and Reorganization, dated September 23, 2019, by and among the Registrant, ArTara Therapeutics, Inc. and REM 1 Acquisition, Inc. (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 24, 2019).
2.2	Amendment No. 1 to Agreement and Plan of Merger and Reorganization, dated November 19, 2019, by and among the Registrant, ArTara Therapeutics, Inc. and REM 1 Acquisition, Inc.
3.1	Certificate of Amendment to the Sixth Amended and Restated Certificate of Incorporation of the Registrant.
3.2	Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Preferred Stock.
4.1	Form of Common Stock Certificate.
4.2	Fifth Amended and Restated Investors' Rights Agreement, dated as of June 22, 2017 by and among the Registrant and the stockholders party thereto (incorporated by reference to Exhibit 4.18 to the Registrant's Current Report on Form 8-K, filed with the SEC on June 23, 2017).

4.3	Registration Rights Agreement, dated as of August 2, 2017, by and among the Registrant and the investors party thereto (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K, filed with the SEC on August 3, 2017).
4.4	Registration Rights Agreement, dated as of September 23, 2019, by and among the Registrant and the institutional investors named therein (incorporated by reference to Exhibit 10.5 to the Registrant's Current Report on Form 8-K, filed with the SEC on September 24, 2019).
10.1	Amended and Restated 2014 Equity Incentive Plan of the Registrant, as amended.
10.2+	Executive Employment Agreement, dated as of November 5, 2019, as amended on December 4, 2019, by and between ArTara Subsidiary, Inc. and Jesse Shefferman.
10.3+	Executive Employment Agreement, dated as of December 17, 2019, by and between ArTara Subsidiary, Inc. and Jacqueline Zummo, Ph.D., MPH, MBA.
10.4#	Choline License Agreement, by and between ArTara Subsidiary, Inc. and Alan L. Buchman, M.D. dated as of September 27, 2017.
10.5#	Sponsored Research and License Agreement, by and between ArTara Subsidiary, Inc. and The University of Iowa dated as of November 28, 2018.
10.6#	License Agreement, by and between ArTara Subsidiary, Inc. and The Feinstein Institute for Medical Research dated as of December 22, 2017.
10.7#	Agreement, by and between ArTara Subsidiary, Inc. and Chugai Pharmaceutical Co., Ltd. dated as of June 17, 2019.
10.8+	Form of Indemnity Agreement between the Registrant and each of its directors and officers.
10.9**	Subscription Agreement, dated September 23, 2019, by and among the Registrant and the institutional investors named therein, and the First Amendment to Subscription Agreement, dated November 19, 2019, by and among the Registrant, ArTara Subsidiary, Inc. and the institutional investors named therein.
10.10	Non-Employee Director Compensation Policy.
10.11+	2017 Equity Incentive Plan of ArTara Subsidiary, Inc.
14.1	Code of Business Conduct and Ethics.
99.1	Press Release dated January 9, 2020, issued by the Registrant.

** Schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedules will be furnished to the SEC upon request.

+ Management contract or compensatory plans or arrangements.

Certain portions of this exhibit (indicated by "[***]") have been omitted as the Registrant has determined (i) the omitted information is not material and (ii) the omitted information would likely cause harm to the Registrant if publicly disclosed.

Cautionary Note Regarding Forward Looking Statements

Statements contained in this Current Report on Form 8-K that are not historical facts may be forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements generally relate to future events or the Company's future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "may," "will," "should," "expects," "plans," "anticipates," "could," "intends," "target," or "continue" or the negative of these words or other similar terms or expressions that concern the Company's expectations, strategy, plans or intentions. Such forward-looking statements may relate to, among other things, the Company's continued efforts and ability to regain and maintain compliance with the Nasdaq Listing Rules, the Company's provision of proxy materials for its 2020 annual meeting of stockholders, and the Company's filing of the financial statements referenced in Item 9.01. Such forward-looking statements do not constitute guarantees of future performance and are subject to a variety of risks and uncertainties. The Company does not undertake any obligation to update forward-looking statements as a result of new information, future events or developments or otherwise.

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.

ARTARA THERAPEUTICS, INC.

Date: January 10, 2020

By: /s/ Jesse Shefferman
Jesse Shefferman
President and Chief Executive Officer

Exhibit 2.2

AMENDMENT NO. 1

TO THE

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AMENDMENT NO. 1 TO THE AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "***Amendment***") is made and entered into as of November 19, 2019, by and among **PROTEON THERAPEUTICS, INC.**, a Delaware corporation ("***Parent***"), **REM 1 ACQUISITION, INC.**, a Delaware corporation and wholly owned subsidiary of Parent ("***Proteon Merger Sub***"), and **ARTARA THERAPEUTICS, INC.**, a Delaware corporation (the "***Company***"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

A. The Parties entered into that certain Agreement and Plan of Merger and Reorganization, dated as of September 23, 2019 (as amended hereby, the "***Merger Agreement***"); and

B. In accordance with Section 10.2 of the Merger Agreement, the Parties desire to amend the Merger Agreement as set forth herein.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

Section 1. AMENDMENT TO MERGER AGREEMENT

1.1 Recital J of the Merger Agreement is hereby amended and restated in its entirety as follows:

"Concurrently with the execution and delivery of this Agreement, and as a condition of the willingness of Parent to enter into this Agreement, certain investors have executed the Subscription Agreement with Parent and the Company, pursuant to which such investors have agreed to purchase (i) certain shares of Company Common Stock to be issued and sold by the Company pursuant to a private placement to be consummated immediately prior to the Closing (the "***Company Private Placement***") and (ii) certain shares of Parent Capital Stock to be issued and sold by Parent pursuant to a private placement to be consummated immediately following the Closing (the "***Parent Private Placement***," and the consummation of (i) and then (ii) being the "***Private Placement***"), at an aggregate purchase price of no less than $40,000,000, subject to and in accordance with the terms of such Subscription Agreement."

1.2 Section 7.9 of the Merger Agreement is hereby amended and restated in its entirety as follows:

"**Private Placement**. The Subscription Agreement and each other definitive agreement in connection with the Private Placement shall be in full force and effect; the Company Private Placement shall have been consummated in accordance with the terms of the Subscription Agreement; each party (other than Parent) to the Subscription Agreement and each such other definitive agreement shall be ready, able and willing to consummate the transactions contemplated under the Subscription Agreement and each such other definitive agreement in accordance with their respective terms; all of the conditions precedent (other than (i) the consummation of the Merger at the Effective Time and (ii) Section 7.01(l) (*Board Composition; CEO Appointment*) under the Subscription Agreement, *provided* that, for purposes of this clause (ii), no event or circumstance shall have occurred that would reasonably be expected to cause or that otherwise indicates that the condition precedent in Section 7.01(l) of the Subscription Agreement shall not be satisfied) to the obligation of the parties to the Subscription Agreement and each such other definitive agreement to consummate the Parent Private Placement and the other transactions contemplated under the Subscription Agreement and each such other definitive agreement shall have been satisfied or waived, and, at Parent's request, Parent shall have been provided with documentation that all of such conditions precedent shall have been so satisfied or waived and that the Parent Private Placement will be consummated immediately after the Effective Time; and upon consummation of the Private Placement in accordance with the terms of the Subscription Agreement and each such other definitive agreement, the gross proceeds from the Private Placement shall be an amount not less than $40,000,000."

1.3 Section 8.5 of the Merger Agreement is hereby amended and restated in its entirety as follows:

"**Private Placement**. The Subscription Agreement and each other definitive agreement in connection with the Private Placement shall be in full force and effect; the Company Private Placement shall have been consummated in accordance with the terms of the Subscription Agreement; each party to the Subscription Agreement and each such other definitive agreement shall be ready, able and willing to consummate the transactions contemplated under the Subscription Agreement and each such other definitive agreement in accordance with their respective terms; all of the conditions precedent (other than (i) the consummation of the Merger at the Effective Time and (ii) Section 7.01(l) (*Board Composition; CEO Appointment*) under the Subscription Agreement *provided* that, for purposes of this clause (ii), no event or circumstance shall have occurred that would reasonably be expected to cause or that otherwise indicates that the condition precedent in Section 7.01(l) (*Board Composition; CEO Appointment*) of the Subscription Agreement shall not be satisfied) to the obligation of the parties to the Subscription Agreement and each such other definitive agreement to consummate the Parent Private Placement and the other transactions contemplated under the Subscription Agreement and each such other definitive agreement shall have been satisfied or waived, and, at the Company's request, the Company shall have been provided with documentation that all of such conditions precedent shall have been so satisfied or waived and that the Parent Private Placement will be consummated immediately after the Effective Time; and upon consummation of the Private Placement in accordance with the terms of the Subscription Agreement and each such other definitive agreement, the gross proceeds from the Private Placement shall be an amount not less than $40,000,000."

1.4 The definition of "***Company Outstanding Shares***" set forth in Exhibit A to the Merger Agreement shall be amended and restated in its entirety to read as follows:

""***Company Outstanding Shares***" means the total number of shares of Company Capital Stock outstanding immediately prior to the Effective Time expressed on a fully-diluted and as-converted to, and as-exercised or as-issued for, Company Common Stock basis, assuming, without limitation or duplication, (i) the exercise of all Company Options outstanding immediately prior to the Effective Time (whether then vested or unvested, exercisable or not exercisable), (ii) the issuance immediately prior to the Effective Time of all shares of Company Capital Stock issuable in respect of either (1) any and all other options, warrants or rights outstanding immediately prior to the Effective Time (whether then vested or unvested, exercisable or not exercisable), or (2) any and all options, warrants or rights triggered by or associated with the consummation of the Merger (whether then vested or unvested, exercisable or not exercisable) and (iii) excluding any shares of Company Common Stock issued by the Company pursuant to the Company Private Placement."

1.5 The definition of "***Subscription Agreement***" set forth in Exhibit A to the Merger Agreement shall be amended and restated in its entirety to read as follows:

""***Subscription Agreement***" means the Subscription Agreement attached hereto as **Exhibit E**, as amended by the First Amendment to the Subscription Agreement attached hereto as **Exhibit E-1**, among Parent and the Persons named therein, pursuant to which such Persons have agreed to purchase, in a private placement, the number of shares of Company Common Stock or Parent Capital Stock, as applicable, as set forth therein in connection with the Private Placement."

1.6 Subsection (b) of Exhibit A is here by amended and supplemented by adding the following defined terms:

Term	Section
Company Private Placement	Recitals
Parent Private Placement	Recitals

1.7 The exhibits to the Merger Agreement are hereby amended and supplemented with the addition of **Exhibit E-1**, attached hereto.

Section 2. MISCELLANEOUS

2.1 **Effect of Amendment**. Pursuant to Section 10.2 of the Merger Agreement, the Merger Agreement may not be amended except by means of a written instrument executed by both Parties. The Merger Agreement is amended by this Amendment only as specifically provided herein, and the Merger Agreement, as so amended, shall continue in full force and effect. Each reference in the Merger Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import shall hereafter be deemed to refer to the Merger Agreement as amended hereby (except that references in the Merger Agreement to the "date hereof" or "date of this Agreement" or words of similar import shall continue to mean September 23, 2019). References to the Merger Agreement in this Amendment and in any ancillary agreements or documents delivered in connection with the Merger Agreement or contemplated thereby, shall refer to the Merger Agreement as amended hereby.

2.2 **Authorization and Validity**. Each party to this Amendment hereby represents and warrants to the other party hereto that: (a) such party has the requisite power and authority to execute and deliver this Amendment, to perform their obligations hereunder and to consummate the transactions contemplated hereby, (b) the execution and delivery of this Amendment has been duly and validly authorized by all necessary action of such party, and (c) this Amendment will be duly executed and delivered by such party and, assuming due execution and delivery by each of the other parties hereto, constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

2.3 **Application of Merger Agreement**. Sections 10.3 through 10.14 of the Merger Agreement shall apply *mutatis mutandis* to this Amendment.

[*Remainder of page intentionally left blank; signatures follow on next page*]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

PROTEON THERAPEUTICS, INC.

By: /s/ TIMOTHY P. NOYES
Name: Timothy P. Noyes
Title: *President and Chief Executive Officer*

REM 1 ACQUISITION, INC.

By: /s/ TIMOTHY P. NOYES
Name: Timothy P. Noyes
Title: *President and Chief Executive Officer*

ARTARA THERAPEUTICS, INC.

By: /s/ JESSE SHEFFERMAN
Name: Jesse Shefferman
Title: *Chief Executive Officer*

[Signature Page to Amendment No. 1 to the Merger Agreement]

Exhibit E-1

Form of First Amendment to the Subscription Agreement

Exhibit 3.1

CERTIFICATE OF AMENDMENT
TO
SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
PROTEON THERAPEUTICS, INC.

Proteon Therapeutics, Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "General Corporation Law"), does hereby certify that:

1. The name of the corporation is Proteon Therapeutics, Inc.

2. The amendments to the Sixth Amended and Restated Certificate of Incorporation of the Corporation, as heretofore amended (the "Certificate of Incorporation"), set forth in this Certificate of Amendment have been duly adopted in accordance with Section 242 of the General Corporation Law by the directors and the stockholders of the Corporation.

3. The Certificate of Incorporation is hereby amended by:

   (i) Amending Article One to read in its entirety as follows:

   "The name of the Corporation is ArTara Therapeutics, Inc."

   (ii) Adding a new Section 4 of Article Four to read in its entirety as follows:

   "Section 4. Reverse Stock Split.

   Immediately prior to the Effective Time (as defined below in this Section 4) (the "Reverse Stock Split Effective Time"), a 1-for-40 reverse stock split of the shares of the Common Stock issued and outstanding immediately prior to the Reverse Stock Split Effective Time shall become effective, whereby every forty (40) shares of Common Stock issued and outstanding immediately prior to the Reverse Stock Split Effective Time, automatically, and without any action on the part of the holder thereof, shall be reclassified and combined into one (1) share of Common Stock (the "Reverse Stock Split"). The par value of the Common Stock and the Preferred Stock following the Reverse Stock Split shall remain at $0.001 per share. The number of authorized shares of Common Stock and Preferred Stock set forth in the first paragraph of Article Four of this Restated Certificate shall not be affected by, and shall remain unchanged following, the Reverse Stock Split. No fractional shares of Common Stock shall be issued or issuable in connection with the Reverse Stock Split and, in lieu thereof, any person who would otherwise be entitled to a fractional share of Common Stock as a result of the Reverse Stock Split (determined after aggregating all of such fractional shares) shall be entitled to receive, following the Reverse Stock Split, a cash payment equal to the fraction of which such holder would otherwise be entitled multiplied by the fair value per share of Common Stock as determined by the board of directors.

Each stock certificate that represented shares of Common Stock that were issued and outstanding immediately prior to the Reverse Stock Split Effective Time shall, from and after the Reverse Stock Split Effective Time, automatically and without the necessity of presenting the same for exchange, represent that number of whole shares of Common Stock into which the shares formerly represented by such stock certificate have been reclassified and combined as a result of the Reverse Stock Split (as well as the right to receive cash in lieu of fractional shares of Common Stock after the effectiveness of the Reverse Stock Split). As soon as practicable after the effectiveness of the Reverse Stock Split and, if applicable in the case of shares of Common Stock represented by a stock certificate, the surrender of the stock certificate or stock certificates (or lost stock certificate affidavit and agreement in lieu thereof) for such shares of Common Stock, the Corporation shall (a) issue and deliver, or cause to be issued and delivered, to each holder of shares of Common Stock immediately prior to the Reverse Stock Split Effective Time, or to his, her or its nominees, either a stock certificate or stock certificates or a notice of a book-entry made by the Corporation in its stock records, as applicable, for the number of full shares of Common Stock into which the number of shares of Common Stock held by such holder immediately prior to the effectiveness of the Reverse Stock Split has been reclassified and combined upon the effectiveness of the Reverse Stock Split and (b) pay, or cause to be paid, cash in lieu of any fraction of a share of Common Stock resulting from the Reverse Stock Split.

For purposes hereof:

"Effective Time" has the meaning given to such term in the Merger Agreement.

"Merger Agreement" means the Agreement and Plan of Merger and Reorganization, dated as of September 23, 2019, among the Corporation, REM 1 Acquisition, Inc., a Delaware corporation and wholly-owned subsidiary of the Corporation, and ArTara Therapeutics, Inc., a Delaware corporation, without amendment, restatement or other modification in any material respect."

(iii) Adding a new Section 5 of Article Four to read in its entirety as follows:

"Section 5. Automatic Conversion.

5.1 Effectiveness. Subject to, and immediately following the later of the Effective Time and the consummation of the Private Placement (as such term is defined in the Merger Agreement) (the later of the foregoing, the "Automatic Conversion Effective Time"), all outstanding shares of Series A Convertible Preferred Stock, par value $0.001 per share, of the Corporation (the "Series A Convertible Preferred Stock") shall automatically be converted into shares of Common Stock, at the then effective Conversion Rate (as defined in the Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock (the "Certificate of Designation")) applicable to Series A Convertible Preferred Stock, after giving effect to the Reverse Stock Split and as otherwise determined in accordance with the provisions of Section 7(c) of the Certificate of Designation, all pursuant to and in accordance with the terms of the Certificate of Designation, as if each Holder (as defined in the Certificate of Designation) had delivered a Conversion Notice (as defined in the Certificate of Designation) at the Automatic Conversion Effective Time but without any such Holder being required to actually deliver such Conversion Notice, but without regard to any limitation on the conversion of the Series A Convertible Preferred Stock, including, without limitation the 9.985% Cap (as such term is defined in the Certificate of Designation). The automatic conversion of all outstanding shares of Series A Convertible Preferred Stock into Common Stock pursuant to this Section 5.1 is sometimes referred to herein as the "Automatic Conversion."

5.2 No Inconsistent Provisions; Termination. In the event that any provision of this Section 5 shall conflict with, or not be consistent with, any provision of the Certificate of Designation, such provision of this Section 5 shall govern and control. The provisions of this Section 5 shall automatically, without further action by any Holder or the Corporation, terminate and be of no further force or effect upon the termination of the Merger Agreement prior to the Automatic Conversion Effective Time."

4. The Certificate of Incorporation, as amended, is hereby ratified and confirmed in all other respects.

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IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to the Certificate of Incorporation to be duly executed on behalf of the Corporation on January 9, 2020.

PROTEON THERAPEUTICS, INC.

By: /s/ Timothy Noyes
Name: Timothy Noyes
Title: Chief Executive Officer

[Proteon Therapeutics, Inc. – Signature Page to Amendment to Certificate of Incorporation]

ARTARA THERAPEUTICS, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES 1 CONVERTIBLE NON-VOTING PREFERRED STOCK**

PURSUANT TO SECTION 151(G) OF THE
DELAWARE GENERAL CORPORATION LAW

ARTARA THERAPEUTICS, INC., a Delaware corporation (the "**Corporation**"), in accordance with the provisions of Section 103 of the Delaware General Corporation Law (the "**DGCL**"), does hereby certify that, in accordance with Section 151 of the DGCL, the following resolution was duly adopted by the Board of Directors of the Corporation as of September 22, 2019:

RESOLVED, that the Board of Directors of the Corporation, pursuant to authority expressly vested in it by the provisions of the Certificate of Incorporation of the Corporation, hereby authorizes the issuance of a series of Preferred Stock designated as the Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share, of the Corporation, with a stated value of $7,011.47 per share, and hereby fixes the designation, number of shares, powers, preferences, rights, qualifications, limitations and restrictions thereof (in addition to any provisions set forth in the Certificate of Incorporation of the Corporation which are applicable to the Preferred Stock of all classes and series) as follows:

SERIES 1 CONVERTIBLE NON-VOTING PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"**Affiliate**" means any Person (as hereinafter defined) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 144 under the Securities Act ("**Rule 144**"). With respect to a Holder, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Holder will be deemed to be an Affiliate of such Holder. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or partnership or other ownership interest, by contract, or otherwise.

"**Attribution Parties**" means, with respect to any Holder, collectively, any of such Holder's Affiliates, any Persons acting as a "group" together with such Holder with respect to the Common Stock for purposes of Section 13(d) of the Exchange Act, and any other Persons whose beneficial ownership of the Common Stock would be aggregated with such Holder's for purposes of Section 13(d) of the Exchange Act.

The "**Beneficial Ownership Limitation**" shall be 9.99%; *provided that*, by written notice to the Corporation, the Holder may from time to time increase or decrease the Beneficial Ownership Limitation to any other percentage not in excess of 19.99% specified in such notice; provided that (i) any increase from a limit set pursuant to this sentence or pursuant to a previous notice will not be effective until the sixty-first (61st) day after such notice (or subsequent notice) is delivered to the Corporation, and (ii) any such increase or decrease will apply only to the Holder and not to any other Holder of Series 1 Preferred Stock.

"**Board of Directors**" means the Board of Directors of the Corporation.

"**Business Day**" means any day except Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Buy-In Shares**" shall have the meaning set forth in Section 7(f)(i).

"**Bylaws**" means the Amended and Restated Bylaws of the Corporation, as they may be amended, restated modified or supplemented and in effect from time to time.

"**Certificate**" means this Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock.

"**Commission**" means the Securities and Exchange Commission.

"**Common Stock**" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"**Conversion Date**" shall have the meaning set forth in Section 7(a).

"**Conversion Notice**" shall have the meaning set forth in Section 7(d)(i).

"**Conversion Price**" shall mean, on a per share basis, as of any Conversion Date or other date of determination, $7.01, subject to adjustment as provided herein.

"**Conversion Rate**" shall have the meaning set forth in Section 7(c).

"**Conversion Shares**" shall have the meaning set forth in Section 7(b).

"**Converting Holder**" shall have the meaning set forth in Section 7(d)(i).

"**Corporation**" shall have the meaning set forth in the preamble.

"**DGCL**" shall have the meaning set forth in the preamble.

"**Distribution**" shall have the meaning set forth in Section 3.

"**DTC**" shall have the meaning set forth in Section 7(d)(ii).

"**DWAC**" shall have the meaning set forth in Section 7(d)(ii).

"**Effective Date**" means January 9, 2020.

"**Excess Shares**" shall have the meaning set forth in Section 7(g).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Fundamental Transaction**" shall have the meaning set forth in Section 8(b)(i).

"**Holder**" shall mean each holder of record of shares of Series 1 Preferred Stock.

"**Junior Securities**" shall have the meaning set forth in Section 6(a).

"**National Exchange**" means each of the following, together with any successor thereto: the NYSE American, The New York Stock Exchange, the NASDAQ Global Market, the NASDAQ Global Select Market and the NASDAQ Capital Market.

"**Parity Securities**" shall have the meaning set forth in Section 6(a).

"**Person**" shall mean an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof or any other legal entity.

"**Principal Market**" means the NASDAQ Global Market; however, if the Common Stock becomes listed on another National Exchange after the Effective Date, then, from and after such date, the "**Principal Market**" shall mean such National Exchange.

"**Registration Rights Agreement**" means the Registration Rights Agreement, dated as of September 23, 2019, by and among the Corporation and the investors party thereto, as the same may be amended, restated, modified or supplemented and in effect from time to time.

"**Registration Statement Effective Date**" shall have the meaning set forth in Section 7(d)(iv).

"**Requisite Holders**" means, as of any date, the Holders of at least 66.6% of the then-outstanding shares of Series 1 Preferred Stock.

"**Securities**" means, collectively, the shares of Series 1 Preferred Stock and the Conversion Shares.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securities Purchase Agreement**" means that certain Subscription Agreement, dated as of September 23, 2019, between the Corporation and the investors party thereto.

"**Senior Securities**" shall have the meaning set forth in Section 6(a).

"**Series 1 Liquidation Preference**" means, with respect to each share of Series 1 Preferred Stock, an amount equal to $10.00.

"**Series 1 Preferred Director**" has the meaning set forth in Section 4(b).

"**Series 1 Preferred Stock**" has the meaning set forth in Section 2(a).

"**Series 1 Preferred Stock Register**" has the meaning set forth in Section 2(b).

"**Share Delivery Date**" shall have the meaning set forth in Section 7(d)(ii).

"**Stated Value**" shall mean $7,011.47.

"**Stock Event**" means any stock split, stock combination, reclassification, stock dividend, recapitalization or other similar transaction of such character that shares of Common Stock shall be changed into or become exchangeable for a larger or small number of shares.

"**Taxes**" means all taxes, charges, fees, levies or other like assessments, including United States federal, state, local, foreign and other net income, gross income, gross receipts, social security, estimated, sales, use, ad valorem, franchise, profits, net worth, alternative or add-on minimum, capital gains, license, withholding, payroll, employment, unemployment, social security, excise, property, transfer taxes and any and all other taxes, assessments, fees or other governmental charges, whether computed on a separate, consolidated, unitary, combined or any other basis together with any interest and any penalties, additions to tax, estimated taxes or additional amounts with respect thereto, and including any liability for taxes as a result of being a member of a consolidated, combined, unitary or affiliated group or any other obligation to indemnify or otherwise succeed to the tax liability of any other Person.

"**Trading Day**" means any day on which the Common Stock is traded on the Principal Market; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade, or actually trades, on the Principal Market for less than 4.5 hours.

"**Transfer Agent**" shall have the meaning set forth in Section 7(d)(ii).

"**Volume Weighted Average Price**" means, for any security as of any date, the U.S. dollar volume-weighted average price for such security on its Principal Market during the period beginning at 9:30 a.m., New York City time (or such other time as the Principal Market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City time (or such other time as the Principal Market publicly announces is the official close of trading), as reported by Bloomberg Markets (or any successor thereto) "**Bloomberg**") through its "Volume at Price" functions, or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York City time (or such other time as such over-the-counter market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City time (or such other time as such over-the-counter market publicly announces is the official close of trading), as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group, Inc. (or any successor thereto). If the Volume Weighted Average Price cannot be calculated for such security on such date on any of the foregoing bases, the Volume Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Corporation and the Holders of a majority of the outstanding shares of Series 1 Preferred Stock as to which the determination is being made. If the Principal Market is located in a country other than the United States, the Volume Weighted Average Price shall be calculated in U.S. dollars using the spot rate for the purchase of the applicable foreign currency at the close of business on the immediately preceding Business Day in New York, New York published in the Wall Street Journal. All such determinations shall be appropriately adjusted for any Stock Event during any period during which the Volume Weighted Average Price is being determined. Volume Weighted Average Price will be determined without regard to after-hours trading or any other trading outside of the regular trading hours.

"**Unrestricted Conditions**" shall have the meaning set forth in Section 7(d)(iv).

Section 2. Designation, Amount and Par Value; Assignment.

(a) The series of preferred stock designated by this Certificate shall be designated as the Corporation's Series 1 Convertible Non-Voting Preferred Stock (the "**Series 1 Preferred Stock**"), and the number of shares so designated shall be 3,880 (which shall not be subject to increase without the written consent of the Requisite Holders) and shall be designated from the 10,000,000 shares of Preferred Stock authorized to be issued by the Certificate of Incorporation. Each share of Series 1 Preferred Stock shall have a par value of $0.001 per share.

(b) The Corporation shall register, or cause to be registered, shares of the Series 1 Preferred Stock, upon records to be maintained by the Corporation (or the Corporation's designated transfer agent for the Series 1 Preferred Stock) for that purpose (the "**Series 1 Preferred Stock Register**"), in the respective names of the Holders thereof from time to time. The Corporation may deem and treat the registered Holder of shares of Series 1 Preferred Stock as the absolute owner thereof for the purpose of any conversion thereof and for all other purposes. The Corporation shall register, or cause to be registered, the transfer of any shares of Series 1 Preferred Stock in the Series 1 Preferred Stock Register, upon surrender of the certificates evidencing such shares to be transferred, duly endorsed by the Holder thereof (or accompanied by stock powers or other instruments of transfer duly completed and executed by the Holder thereof), to the Corporation at its address specified herein. Upon any such registration or transfer, a new certificate evidencing the shares of Series 1 Preferred Stock so transferred shall be issued to the transferee or transferees and a new certificate evidencing the remaining portion of the shares not so transferred, if any, shall be issued to the transferring Holder, in each case, within three Business Days. The shares of Series 1 Preferred Stock and the rights evidenced hereby and thereby shall inure to the benefit of and be binding upon the successors and assigns of the Holder. The provisions of this Certificate are intended to be for the benefit of all Holders from time to time and shall be enforceable by any such Holder.

(c) Neither the shares of Series 1 Preferred Stock nor the Conversion Shares may be pledged, transferred, sold or assigned except pursuant to an effective registration statement or an exemption to the registration requirements of the Securities Act and applicable state laws, including Section 4(a)(7) of the Securities Act, Rule 144 or a so-called "4[(a)](1) and a half" transaction. For avoidance of doubt, in the event a holder notifies the Corporation that such sale or transfer is pursuant to an exemption to the registration requirements of the Securities Act other than pursuant to Rule 144, the parties agree that a legal opinion from outside counsel for such holder delivered to counsel for the Corporation substantially in the form attached hereto as Exhibit A shall be the only requirement that such holder needs to satisfy to establish the availability of such an exemption from registration under the Securities Act to effectuate such transaction. Additionally, notwithstanding anything to the contrary contained herein, no shares of Series 1 Preferred Stock may be sold, transferred or assigned if a Conversion Notice has been delivered to the Corporation with respect to such shares and such Conversion Notice has not been voided or withdrawn by the applicable Holder.

Section 3. Dividends. If the Corporation shall declare or make any dividend or other distribution of assets (or rights to acquire assets) to holders of Common Stock by way of return of capital or otherwise (including any dividend or other distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement or other similar transaction) (a "**Distribution**") at any time after the Effective Date, then, in each such case, each Holder of Series 1 Preferred Stock on the applicable record date with respect to such Distribution (or, if there is no record date for such Distribution, each Holder of Series 1 Preferred Stock immediately prior to the effective date of such Distribution) shall be entitled to receive such Distribution, and the Corporation shall make such Distribution to such Holder, exactly as if such Holder had converted such Holder's shares of Series 1 Preferred Stock in full (and, as a result, had held all of the Conversion Shares that such Holder would have received upon such conversion, without regard to any limitations or restrictions on conversion) immediately prior to the record date for such Distribution, or if there is no record date therefor, immediately prior to the effective date of such Distribution (but without the Holder's actually having to so convert such Holder's shares of Series 1 Preferred Stock). For the avoidance of doubt, payments under the preceding sentence shall be made concurrently with the Distribution to the holders of Common Stock.

Section 4. Voting Rights. Except as otherwise provided herein (including with respect to the matters set forth in Section 5 hereof) or as otherwise required by the DGCL, the Series 1 Preferred Stock shall have no voting rights. The Corporation shall not, however, as long as any shares of Series 1 Preferred Stock are outstanding, either directly or indirectly (whether by amendment, corporate action, by contract, by merger or otherwise), without the written consent of the Requisite Holders, and any such act or transaction entered into without such consent shall be null and void *ab initio*, and of no force or effect: (i) increase the number of authorized shares of Series 1 Preferred Stock, (ii) consummate or consent to any Fundamental Transaction if such Fundamental Transaction will not be effected in compliance with Section 8(b); or (iii) enter into any agreement with respect to any of the foregoing.

Section 5. Amendments to this Certificate. Any amendment to this Certificate that alters or changes the powers, preferences, rights or other terms of the Series 1 Preferred Stock shall require the approval of the Requisite Holders. In accordance with Article Four, Section 2(b) of the Certificate of Incorporation of the Corporation, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate.

Section 6. Rank; Liquidation.

(a) The Series 1 Preferred Stock shall rank (i) senior to all of the Common Stock; (ii) senior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms junior to any Series 1 Preferred Stock ("**Junior Securities**"); (iii) on parity with any class or series of capital stock of the Corporation created specifically ranking by its terms on parity with the Series 1 Preferred Stock ("**Parity Securities**"); and (iv) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to any Series 1 Preferred Stock ("**Senior Securities**"), in each case, as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily.

(b) Subject to any superior liquidation rights of the holders of any Senior Securities of the Corporation, upon the liquidation, dissolution or winding up of the Corporation (other than in connection with a Fundamental Transaction), whether voluntary or involuntary, each Holder shall be entitled to receive for each share of Series 1 Preferred Stock, in preference to any distributions of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and Junior Securities and *pari passu* with any distribution to the holders of Parity Securities, an amount equal to the Series 1 Liquidation Preference, plus an amount equal to any dividends declared but unpaid thereon, before any payments shall be made or any assets distributed to holders of any class of Common Stock or Junior Securities. After such payment shall have been made in full to the holders of the Series 1 Preferred Stock and Parity Securities, or funds necessary for such payment shall have been set aside by the Corporation in trust for the account of holders of the Series 1 Preferred Stock and Parity Securities, so as to be available for such payment, the remaining assets available for distribution shall be distributed ratably among the holders of the Junior Securities, if applicable in accordance with the terms of such securities, and the Common Stock.

Section 7. Conversion.

(a) Conversion Right. Each Holder shall have the right, at such Holder's option, to convert the shares of Series 1 Preferred Stock held by such Holder into shares of Common Stock on any date (such date, the "**Conversion Date**") subject to and upon the terms, conditions and limitations set forth in this Section 7.

(b) Conversion at Option of the Holder. Each Holder shall be entitled to convert some or all of its shares of Series 1 Preferred Stock into fully paid and nonassessable shares of Common Stock ("**Conversion Shares**") subject to, and in accordance with, this Section 7 at the Conversion Rate. The Corporation shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share, then the Corporation shall round such fraction of a share up or down to the nearest whole share (with 0.5 rounded up). Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series 1 Preferred Stock the Holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Conversion Rate. The number of Conversion Shares issuable upon conversion of each share of Series 1 Preferred Stock being converted pursuant to this Section 7 shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Stated Value}}{\text{Conversion Price}}$$

(d) Mechanics of Conversion. The conversion of Series 1 Preferred Stock shall be conducted in the following manner:

(i) Holder's Delivery Requirements. To convert shares of Series 1 Preferred Stock into Conversion Shares pursuant to this Section 7 on any date, a Holder seeking to effect such conversion (a "**Converting Holder**") shall (A) transmit by facsimile or electronic mail (or otherwise deliver), for receipt on or prior to 5:00 p.m. New York City time on such date, a copy of an executed conversion notice in the form attached hereto as **Annex A** (the "**Conversion Notice**") to the Corporation (Attention: President and CEO, Email: series1@artaratx.com), which Conversion Notice may specify that such conversion is conditioned upon consummation of a Fundamental Transaction or any other transaction (such Fundamental Transaction or other transaction, a "**Conversion Triggering Transaction**"), and (B) if required pursuant to subparagraph (iii) below, surrender to a common carrier for delivery to the Corporation, no later than three (3) Business Days after the Conversion Date, the original stock certificates representing the shares of Series 1 Preferred Stock being converted (or an indemnification undertaking in customary form with respect to such shares in the case of the loss, theft or destruction of any stock certificate representing such shares) (or, if the conversion is conditioned upon the consummation of a Conversion Triggering Transaction, on the date of (and immediately prior to) the consummation of such Conversion Triggering Transaction). For purposes of determining the maximum number of Conversion Shares that the Corporation may issue to a Holder pursuant to this Section 7 upon conversion of shares of Series 1 Preferred Stock on a particular Conversion Date, such Holder's delivery of a Conversion Notice with respect to such conversion shall constitute a representation by such Holder (on which the Corporation shall rely) that, upon the issuance of the Conversion Shares to be issued to it on such Conversion Date, the shares of Common Stock beneficially owned by such Holder and its Attribution Parties (including shares held by any "group" of which such Holder is a member) will not exceed the Beneficial Ownership Limitation for such Holder.

(ii) Corporation's Response. Upon receipt or deemed receipt by the Corporation of a copy of a Conversion Notice, the Corporation (A) shall as promptly as possible send, via email, a confirmation of receipt of such Conversion Notice to the Converting Holder and the Corporation's designated transfer agent (the "**Transfer Agent**"), which confirmation (i) shall be sent to the Converting Holder at the email address specified by the Converting Holder pursuant to such Conversion Notice and to the Transfer Agent at the email address previously specified by the Transfer Agent for this purpose and (ii) shall include an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein, and (B) on or before the third (3rd) Business Day following the date of receipt or deemed receipt by the Corporation of such Conversion Notice (or, if earlier, the end of the standard settlement period for U.S. broker-dealer securities transactions, or, if the conversion is conditioned upon the consummation of a Conversion Triggering Transaction, immediately prior to the consummation of such Conversion Triggering Transaction) (the "**Share Delivery Date**"), (x) credit, or cause to be credited, such aggregate number of Conversion Shares to which the Converting Holder shall be entitled to the Converting Holder's or its designee's balance account with The Depository Trust Company ("**DTC**") through its Deposit/Withdrawal at Custodian ("**DWAC**") system, or (y) if none of the Unrestricted Conditions is then satisfied, deliver, or cause to be delivered, a stock certificate to the address designated by the Converting Holder, in each case, for the number of Conversion Shares to which the Converting Holder shall be entitled. If the number of shares of Series 1 Preferred Stock represented by any stock certificate surrendered by the Converting Holder is greater than the number of shares of Series 1 Preferred Stock being converted, then the Corporation shall, as soon as practicable and in no event later than three (3) Business Days after receipt of such stock certificates and at its own expense, issue and deliver to the Converting Holder a new certificate representing shares of the Series 1 Preferred Stock not so converted.

(iii) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion of shares of Series 1 Preferred Stock in accordance with the terms hereof, no Holder shall be required to physically surrender the certificate representing the shares of Series 1 Preferred Stock, if any, to the Corporation unless the full number of shares of Series 1 Preferred Stock represented by the certificate are being converted. Each Holder and the Corporation shall maintain records showing the number of shares of Series 1 Preferred Stock so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to such Holder and the Corporation, so as not to require physical surrender of the certificate representing the shares of Series 1 Preferred Stock, if any, upon each such conversion. In the event of any dispute or discrepancy, such records of the Corporation shall be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if shares of Series 1 Preferred Stock represented by a certificate are converted as aforesaid, such Holder may not transfer the certificate representing the shares of Series 1 Preferred Stock unless such Holder first physically surrenders the certificate representing the shares of Series 1 Preferred Stock to the Corporation, whereupon the Corporation will forthwith issue and deliver upon the order of such Holder a new certificate of like tenor, registered as such Holder may request, representing in the aggregate the remaining number of shares of Series 1 Preferred Stock represented by such certificate. Each Holder and any assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of any shares of Series 1 Preferred Stock, the number of shares of Series 1 Preferred Stock represented by any such certificate may be less than the number of shares of Series 1 Preferred Stock stated of the face thereof.

(iv) Restrictive Legends. Until such time as shares of Series 1 Preferred Stock or Conversion Shares have been registered under the Securities Act as contemplated by the Registration Rights Agreement or otherwise may be sold pursuant to Rule 144 or an exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, such Securities may bear the Securities Act Legend (as defined in Securities Purchase Agreement). The certificates (or electronic book entries, if applicable) evidencing any Securities shall not contain or be subject to any legend restricting the transfer thereof (including the Securities Act Legend) or be subject to any stop-transfer instructions: (A) while a registration statement (including a Registration Statement (as such term is defined in the Registration Rights Agreement)) covering the sale or resale of such Security is effective under the Securities Act, (B) if the holder of Securities provides the Corporation customary seller and, as applicable, broker paperwork or other reasonable assurances to the effect that such Securities have been or are being sold pursuant to Rule 144, (C) if such Securities are eligible for sale under Rule 144(b)(1) and the Holder thereof is not, and has not been during the preceding three months, an Affiliate of the Corporation (subject to the Holder's delivery to the Corporation of a customary non-affiliate representation letter), or (D) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) (collectively, the "**Unrestricted Conditions**"). Promptly following the Registration Statement Effective Date or such other time as any of the Unrestricted Conditions have been satisfied, the Corporation shall cause its counsel to issue a legal opinion or other instruction to the Transfer Agent (if required by the Transfer Agent) to effect the issuance of the applicable shares of Series 1 Preferred Stock or Conversion Shares without a restrictive legend or, in the case of shares of Series 1 Preferred Stock or Conversion Shares that have previously been issued, the removal of the legend thereunder. If any of the Unrestricted Conditions are met with respect to any shares of Series 1 Preferred Stock or Conversion Shares at the time of issuance of such Security, then such Security shall be issued free of all legends. The Corporation agrees that, following the Registration Statement Effective Date in the case of Conversion Shares, or at such time as any of the other Unrestricted Conditions are met or such legend is otherwise no longer required under this Section 7(d)(iv), it will, no later than three (3) Trading Days (or if earlier, the number of Trading Days comprising the standard settlement period for U.S. broker-dealer securities transactions) following the delivery by the holder thereof to the Corporation or the Transfer Agent of any certificate representing shares of Series 1 Preferred Stock or Conversion Shares, as applicable, issued with a restrictive legend, deliver or cause to be delivered to such holder a certificate (or electronic transfer) representing such Securities that is free from all restrictive and other legends. For purposes hereof, "**Registration Statement Effective Date**" shall mean the date that the first Registration Statement that the Corporation is required to file pursuant to the Registration Rights Agreement has been declared effective by the Commission. Notwithstanding the foregoing, the certificates (or electronic book entries, if applicable) evidencing any Series 1 Preferred Stock shall at all times (whether before or after that satisfaction of any Unrestricted Condition or the Registration Statement Effective Date) bear a legend indicating that no shares of Series 1 Preferred Stock may be sold, transferred or assigned if a Conversion Notice has been delivered to the Corporation with respect to such shares and such Conversion Notice has not been voided or withdrawn.

(e) Record Holder. The Person or Persons entitled to receive the Conversion Shares issuable upon a conversion of Series 1 Preferred Stock shall be treated for all purposes as the legal and record holder or holders of such Conversion Shares upon delivery by a Converting Holder of the Conversion Notice.

(f) Corporation's Failure to Timely Convert.

(i) Cash Damages. If by the Share Delivery Date, the Corporation shall fail to issue and deliver a certificate to a Converting Holder for, or credit such Converting Holder's or its designee's balance account with DTC with, the number of Conversion Shares to which such Converting Holder is entitled pursuant to this Section 7 (provided any Unrestricted Condition is satisfied, free of any restrictive legend), then, such Converting Holder shall reasonably promptly provide written notice to the Corporation that such Converting Holder was not issued the number of Conversion Shares to which such Converting Holder is entitled pursuant to this Section 7, and, in addition to all other available remedies that such Converting Holder may pursue hereunder, the Corporation shall pay additional damages to such Converting Holder for each day after the date such written notice is delivered that such conversion is not timely effected in an amount equal to one percent (1%) of the product of (I) the number of Conversion Shares not issued to the Converting Holder or its designee on or prior to the Share Delivery Date and to which the Converting Holder is entitled and (II) the Volume Weighted Average Price of the Common Stock on the Share Delivery Date. Alternatively, in lieu of the foregoing damages, if applicable, at the written election of the applicable Converting Holder made in such Converting Holder's sole discretion, if, on or after the applicable Share Delivery Date, such Converting Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Converting Holder of Conversion Shares that such Converting Holder anticipated receiving from the Corporation (such purchased shares, "**Buy-In Shares**"), the Corporation shall be obligated to promptly pay to such Converting Holder (in addition to all other available remedies that the Converting Holder may otherwise have), 105% of the amount by which (A) such Converting Holder's total purchase price (including brokerage commissions, if any) for such Buy-In Shares exceeds (B) the net proceeds received by such Converting Holder from the sale of the number of shares equal to up to the number of Conversion Shares such Converting Holder was entitled to receive but had not received on the Share Delivery Date. If the Corporation fails to pay the additional damages set forth in this Section 7(f)(i) within five (5) Business Days of the date incurred, then the Converting Holder entitled to such payments shall have the right at any time, so long as the Corporation continues to fail to make such payments, to require the Corporation, upon written notice, to immediately issue, in lieu of such cash damages, the number of shares of Common Stock equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Conversion Price.

(ii) Void Conversion Notice. If for any reason a Converting Holder has not received all of the Conversion Shares prior to the tenth (10th) Business Day after the Share Delivery Date with respect to a conversion of Series 1 Preferred Stock, then such Converting Holder, upon written notice to the Corporation, may void its conversion with respect to, and retain or have returned, as the case may be, any shares of Series 1 Preferred Stock that have not been converted pursuant to such Converting Holder's Conversion Notice; provided, that the voiding of such Converting Holder's Conversion Notice shall not affect the Corporation's obligations to make any payments that have accrued prior to the date of such notice pursuant to Section 7(f)(i) or otherwise.

(iii) Obligation Absolute. Subject to Section 7(g)) hereof and subject to a Holder's right to void a conversion pursuant to Section 7(f)(ii) above, the Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Series 1 Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares. Subject to Section 7(g) hereof and subject to a Holder's right to void a conversion pursuant to Section 7(f)(ii) above, in the event a Holder shall elect to convert any or all of its Series 1 Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Series 1 Preferred Stock of such Holder shall have been sought and obtained, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 125% of the value of the Conversion Shares into which would be converted the Series 1 Preferred Stock which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment.

(g) Limitations on Share Issuances. Notwithstanding anything herein to the contrary, the Corporation shall not issue to any Holder, and no Holder may acquire, a number of shares of Common Stock hereunder (pursuant to this Section 7(g) or otherwise) to the extent that, upon such issuance, the aggregate number of shares of Common Stock then beneficially owned by such Holder together with any Attribution Parties (including shares held by any "group" of which such Holder is a member) would exceed the then-applicable Beneficial Ownership Limitation for such Holder. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Holder and its Attribution Parties shall include the number of shares of Common Stock held by the Holder and all of its Attribution Parties plus the number of shares of Common Stock issuable upon conversion of such shares of Series 1 Preferred Stock with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (i) conversion of the remaining, unconverted portion of the shares of Series 1 Preferred Stock beneficially owned by such Holder or any of its Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation beneficially owned by such Holder or any of its Attribution Parties subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 7(g). For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the Commission, and the percentage held by each Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act.

For purposes of the Beneficial Ownership Limitation, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares as reflected in (1) the Corporation's most recent quarterly report on Form 10-Q or annual report on Form 10-K, as the case may be, (2) a more recent public announcement by the Corporation or (3) any other notice by the Corporation or the transfer agent for the Common Stock setting forth the number of shares outstanding. Upon written request of any Holder at any time, the Corporation shall, within one (1) Business Day, confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation by such Holder and its Attribution Parties since the date as of which the number of outstanding shares of Common Stock was reported.

In the event that the issuance of shares of Common Stock to any Holder upon the conversion of any of such Holder's shares of Series 1 Preferred Stock results in such Holder and its Attribution Parties being deemed to beneficially own, in the aggregate, a number of shares of Common Stock that exceeds the then-applicable Beneficial Ownership Limitation for such Holder, the issuance of that number of shares so issued in excess of the Beneficial Ownership Limitation (the "**Excess Shares**"), and the conversion of shares of Series 1 Preferred Stock resulting in such issuance, shall be deemed null and void and shall be cancelled ab initio, such Holder shall not have the power to vote or to transfer the Excess Shares, and the shares of Series 1 Preferred Stock as to which the conversion was voided shall remain outstanding and continue to be held by such Holder. As soon as reasonably practicable after such issuance and conversion have been deemed null and void, the Corporation shall return to such Holder certificates representing the number of shares of Series 1 Preferred Stock corresponding to the voided issuance and conversion (to the extent such shares of Series 1 Preferred Stock were surrendered to the Corporation).

For purposes of clarity, the shares of Common Stock underlying any Holder's shares of Series 1 Preferred Stock in excess of the Beneficial Ownership Limitation shall not be deemed to be beneficially owned by such Holder for any purpose, including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. The provisions of this Section 7(g) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 7(g) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 7(g) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this Section 7(g) may not be waived and shall apply to any successor Holder of shares of Series 1 Preferred Stock.

(h) [reserved].

(i) Taxes. The Corporation shall be responsible for any liability with respect to any transfer, stamp, documentary, intangible, recording or similar non-income Taxes that may be payable in connection with the execution, delivery and performance of this Certificate, including any such Taxes with respect to the issuance or transfer of shares of Series 1 Preferred Stock or the Conversion Shares. Notwithstanding any provision herein to the contrary, the Corporation shall (A) be entitled to deduct and withhold from any payments (which shall include, for purposes of this Section 7(i), Conversion Shares issued upon conversion of Series 1 Preferred Stock to the extent attributable to declared but unpaid dividends, if any) made to a holder of any Securities, such amounts that the Corporation may be required to withhold under applicable U.S. federal withholding Tax requirements (including without limitation under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended) and (B) not be responsible for or liable for any Taxes imposed on, or measured by, net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of a payee (or beneficial owner of a payment) being organized under the laws of, or having its principal office in, the jurisdiction imposing such Tax (or any political subdivision thereof). The Corporation shall provide the applicable payee with five (5) Business Days' advance notice of any such required withholding and shall reasonably cooperate with such holder to mitigate or reduce such withholding. Any amounts withheld pursuant to clause (A) above shall be treated for purposes hereof as if paid to the relevant payee.

Section 8. Certain Adjustments; Calculations; Notices.

(a) Stock Dividends and Stock Splits. If the Corporation shall at any time effect a Stock Event, then, upon the effective date of such Stock Event, the Conversion Price shall be, in the case of an increase in the number of shares of Common Stock, proportionally decreased and, in the case of a decrease in the number of shares of Common Stock, proportionally increased. The Corporation shall give each Holder the same notice it provides to holders of Common Stock of any transaction described in this Section 8(a).

(b) Fundamental Transaction.

(i) The term "**Fundamental Transaction**" shall mean the occurrence of any of the following at any time while any shares of Series 1 Preferred Stock are outstanding: (A) the Corporation, directly or indirectly, in one or more related transactions, effects any merger or consolidation of the Corporation with or into another Person, (B) the Corporation, directly or indirectly, in one transaction or a series of related transactions, effects any sale of all or substantially all of its assets (including, for the avoidance of doubt, all or substantially all of the assets of the Corporation and its subsidiaries in the aggregate), and distributes the proceeds therefrom to the holders of capital stock of the Corporation, (C) any tender offer or exchange offer (whether by the Corporation or another Person) approved by the Board of Directors is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash and/or other property or (D) the Corporation, directly or indirectly, in one transaction or a series of related transactions, effects any reclassification of the Common Stock or any compulsory share exchange (other than as a result of a Stock Event covered by Section 8(a) above) pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash and/or other property. Upon or following the occurrence of any Fundamental Transaction, each share of Series 1 Preferred Stock outstanding shall thereafter be convertible (or, to the extent a Conversion Notice contingent upon consummation of such Fundamental Transaction has been previously delivered (and has not been voided or otherwise withdrawn) with respect to such share, shall automatically convert) into the kind and amount of securities, cash and/or other property which a Holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series 1 Preferred Stock immediately prior to such Fundamental Transaction would have been entitled to receive pursuant to such Fundamental Transaction (without regard to any limitation on the conversion of Series 1 Preferred Stock (including the Beneficial Ownership Limitation)); provided, that, if the value of the aggregate of such securities, cash and/or other property to which the Holder of one share of Series 1 Preferred Stock would be entitled upon conversion thereof would be less than the Stated Value, then each outstanding share of Series 1 Preferred Stock shall instead thereafter be convertible (or, to the extent a Conversion Notice contingent upon consummation of such Fundamental Transaction has been previously delivered (and has not been voided or otherwise withdrawn) with respect to such share, shall automatically convert) into such kind of securities, cash and/or other property (in the same proportions as would be applicable but for this proviso) with an aggregate value equal to the Stated Value. The Corporation shall make an appropriate adjustment to the Conversion Price following a Fundamental Transaction based on a determination in accordance with Section 8(b)(ii) of the amount and relative value of the securities, cash and/or other property issuable in respect of one share of Common Stock in such Fundamental Transaction. If holders of Common Stock are given any choice as to the securities, cash and/or other property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the securities, cash and/or other property it receives upon any conversion of the Series 1 Preferred Stock following such Fundamental Transaction. The Corporation shall cause any successor entity (as well as its parent) in a Fundamental Transaction in which the Corporation is not the survivor to assume in writing all of the obligations of the Corporation under this Certificate in accordance with the provisions of this Section 8(b) pursuant to written agreements in form and substance approved by the Requisite Holders prior to such Fundamental Transaction.

(ii) For purposes of determining the value of any securities and/or other property to which a holder of shares of Common Stock would be entitled pursuant to a Fundamental Transaction: (A) the value of any such security that is traded on a National Exchange at the effective time of the Fundamental Transaction shall be equal to the Volume Weighted Average Price per share of such securities for the five (5) Trading Days immediately prior to such effective time; and (B) the value of any other property (including a security that is not traded on a National Exchange at the effective time of the Fundamental Transaction) shall be equal to the fair market value thereof as determined by the mutual agreement of the Corporation and the Requisite Holders.

(c) Certain Events. If any event occurs of the type contemplated by the provisions of Section 8(a) or Section 8(b) but not expressly provided for by such provisions, then the Board of Directors will make an appropriate adjustment in the Conversion Price so as to protect the rights of the Holders; provided, however, that no such adjustment will increase the Conversion Price as otherwise determined pursuant to this Section 8.

(d) Calculations. All calculations under this Section 8 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 8, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

(e) Adjustment Notices.

(i) Promptly following, but in no event later than one (1) Business Day after, any adjustment of the Conversion Price pursuant to Section 8(a), the Corporation will give written notice thereof to each Holder, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation will give written notice to each Holder at least ten (10) days prior to the date on which the Corporation closes its books or takes a record (A) with respect to any dividend or distribution upon the Common Stock, (B) with respect to any pro rata subscription offer to holders of Common Stock, or (C) for determining rights to vote with respect to any Fundamental Transaction or winding-up, dissolution or liquidation of the Corporation; provided, however, that in no event shall such notice be provided to any Holder prior to such information being made known to the public.

(iii) The Corporation will give written notice to each Holder at least ten (10) days prior to the date on which any Fundamental Transaction, dissolution or liquidation will take place, and in no event shall such notice be provided to any Holder prior to such information being made known to the public.

Section 9. Dispute Resolution. In the case of a dispute between the Corporation and any Holder (i) as to the value of any asset or other property pursuant to Section 6, in connection with any liquidation, dissolution or winding up of the Corporation, or Section 8(b), in connection with any Fundamental Transaction, or (ii) as to the determination of any adjustment to the Conversion Price following a Fundamental Transaction pursuant to Section 8(b), the Corporation shall promptly (and in any event within two (2) Business Days of notice of any such dispute from such Holder) submit via facsimile the disputed value of such asset or other property, or the disputed determination of such adjustment to the Conversion Price, as applicable, to an independent, reputable investment banking firm agreed to by the Corporation and the Requisite Holders. The Corporation shall direct the investment bank to determine the value of such asset or other property, or the adjustment to the Conversion Price, as applicable, and notify the Corporation and such Holder of the results no later than two (2) Business Days from the time the investment bank receives the disputed value or disputed determination, as applicable. Such investment bank's determination of the value of any such asset or other property, or of the adjustment to the Conversion Price, as applicable, shall be binding upon all parties absent manifest error.

Section 10. Reservation of Shares. The Corporation shall, so long as any of the shares of Series 1 Preferred Stock are outstanding, reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of the shares of Series 1 Preferred Stock, such number of shares of Common Stock as shall, from time to time, be sufficient to effect the conversion of all of the shares of Series 1 Preferred Stock then outstanding (without regard to any limitations on conversions (including the Beneficial Ownership Limitation)). The number of shares of Common Stock reserved for conversions of the shares of Series 1 Preferred Stock shall be allocated pro rata among the Holders based on the number of shares of Series 1 Preferred Stock held by each Holder. In the event a Holder shall sell or otherwise transfer any of such Holder's shares of Series 1 Preferred Stock, each transferee shall be allocated a pro rata portion of the number of reserved shares of Common Stock reserved for such transferor. Any shares of Common Stock reserved and which remain allocated to any Person which does not hold any shares of Series 1 Preferred Stock shall be allocated to the remaining Holders, pro rata based on the number of shares of Series 1 Preferred Stock then held by each such Holder.

Section 11. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by electronic mail to series1@artaratx.com, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at its principal place of business, to the attention of the President and Chief Executive Officer of the Corporation, with a copy to the Legal Department, or such other electronic mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 11(a). Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by confirmed electronic mail or facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the electronic mail address, facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Except as otherwise expressly provided herein, any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time and date of transmission, if such notice or communication is delivered via electronic mail at the e-mail address specified in this Section 11(a) prior to 4:00 p.m. (New York City time) on any date, (ii) the date immediately following the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 11(a) between 4:00 p.m. and 11:59 p.m. (New York City time) on any date, (iii) the second Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages on the shares of Series 1 Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Series 1 Preferred Stock Certificate. If a Holder's Series 1 Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series 1 Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof reasonably satisfactory to the Corporation and, in each case, customary and reasonable indemnity, if requested. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe.

(d) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate shall be cumulative and in addition to all other remedies available under this Certificate, at law or in equity (including a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate. The Corporation covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly described herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder may cause irreparable harm to the Holders by vitiating the intent and purpose of the transactions contemplated by this Certificate and that the remedy at law for any such breach may be inadequate. The Corporation therefore agrees that, in the event of any such breach or threatened breach by the Corporation of the provisions of this Certificate, the Holders shall be entitled, in addition to all other available remedies, to an injunctive order and/or injunction restraining any breach and requiring immediate compliance, without the necessity of showing economic loss and without any bond or other security being required.

(e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate. Any waiver by the Corporation or a Holder must be in writing.

(f) Severability. If any provision of this Certificate is invalid, illegal or unenforceable, the balance of this Certificate shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. Notwithstanding any provision in this Certificate to the contrary, any provision contained herein (other than Section 7(c) which cannot be waived by the Holders) and any right of the Holders of Series 1 Preferred Stock granted hereunder may be waived as to all shares of Series 1 Preferred Stock (and the Holders thereof) upon the written consent of the Requisite Holders, unless a higher percentage is required by the DGCL, in which case the written consent of the holders of not less than such higher percentage shall be required.

(g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate and shall not be deemed to limit or affect any of the provisions hereof.

(i) Status of Converted Series 1 Preferred Stock. If any shares of Series 1 Preferred Stock shall be converted or reacquired by the Corporation, such shares of Series 1 Preferred Stock shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series 1 Preferred Stock.

(j) Benefit of Holders. The provisions of this Certificate are intended to be for the benefit of all Holders from time to time and shall be enforceable by any such Holder.

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RESOLVED, FURTHER, that the Chairperson, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be, and they hereby are, authorized and directed to prepare and file a Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation this ninth day of January, 2020.

/s/ Jesse Shefferman
Name: Jesse Shefferman
Title: Chief Executive Officer

ANNEX A

CONVERSION NOTICE

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF SERIES 1 PREFERRED STOCK)

Reference is made to the Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock (the "Certificate of Designation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share and with a stated value of $7,011.47 per share (the "Series 1 Preferred Stock"), of ArTara Therapeutics, Inc., a Delaware corporation (the "Corporation"), indicated below into shares of common stock, par value $0.001 per share (the "Common Stock"), of the Corporation, by tendering the stock certificate(s) representing the shares of Series 1 Preferred Stock specified below as of the date specified below.

Date of Conversion: _____

Number of shares of Series 1 Preferred Stock to be converted: _____

Stock certificate no(s). of shares of Series 1 Preferred Stock to be converted: _____

This Conversion is conditioned upon the consummation of the following Conversion Triggering Transaction:
_____ [1]

Please confirm the following information:

Conversion Price: _____

Number of shares of Common Stock
to be issued: _____

Please issue the shares of Common Stock in accordance with the terms of the Certificate of Designation as follows:

☐ Deposit/Withdrawal At Custodian ("**DWAC**") system; or
☐ Physical Certificate

Issue to: _____

Address (for delivery of physical certificate): _____
_____

E-mail: _____

DTC Participant Number and Name (if through DWAC): _____

Account Number (if through DWAC): _____

[1] No such condition applies if left blank.

ACKNOWLEDGMENT

The Corporation hereby acknowledges this Conversion Notice and hereby directs _____ to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated _____ ___, 20___ from the Corporation and acknowledged and agreed to by _____.

ARTARA THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF OPINION

_____, 20__

[_____]

Re: [_____] (the "Company")

Dear [_____]:

[_____] ("[_____]") intends to transfer _____ [shares of Series 1 Convertible Non-Voting Preferred Stock] [Conversion Shares] (the "Securities") of the Company to _____ ("_____") without registration under the Securities Act of 1933, as amended (the "Securities Act"). In connection therewith, we have examined and relied upon the truth of representations contained in an Investor Representation Letter attached hereto and have examined such other documents and issues of law as we have deemed relevant.

Based on and subject to the foregoing, we are of the opinion that the transfer of the Securities by _____ to _____ may be effected without registration under the Securities Act, provided, however, that the Securities to be transferred to _____ contain a legend restricting its transferability pursuant to the Securities Act and that transfer of the Securities is subject to a stop order.

The foregoing opinion is furnished only to _____ and may not be used, circulated, quoted or otherwise referred to or relied upon by you for any purposes other than the purpose for which furnished or by any other person for any purpose, without our prior written consent.

Very truly yours,

ZQ|CERT#|COY|CLS|RGSTRY|ACCT#|TRANSTYPE|RUN#|TRANS#

COMMON STOCK

PAR VALUE $0.001

COMMON STOCK

Certificate Number
ZQ00000000

Shares

ARTARA THERAPEUTICS

ARTARA THERAPEUTICS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

MR. SAMPLE & MRS. SAMPLE &
MR. SAMPLE & MRS. SAMPLE

CUSIP 04300J 10 7

is the owner of

ZERO HUNDRED THOUSAND
ZERO HUNDRED AND ZERO

THIS CERTIFICATE IS TRANSFERABLE IN CITIES DESIGNATED BY THE TRANSFER AGENT, AVAILABLE ONLINE AT www.computershare.com

FULLY-PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF

ArTara Therapeutics, Inc. (hereinafter called the "Company"), transferable on the books of the Company in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby, are issued and shall be held subject to all of the provisions of the Articles of Incorporation, as amended, and the By-Laws, as amended, of the Company (copies of which are on file with the Company and with the Transfer Agent), to all of which each holder, by acceptance hereof, assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

Witness the facsimile seal of the Company and the facsimile signatures of its duly authorized officers.

Chief Executive Officer

Secretary

ARTARA THERAPEUTICS CORPORATE SEAL INC. 2006 DELAWARE

DATED DD-MMM-YYYY

COUNTERSIGNED AND REGISTERED:
COMPUTERSHARE TRUST COMPANY, N.A.
TRANSFER AGENT AND REGISTRAR,

By _____
AUTHORIZED SIGNATURE

SECURITY INSTRUCTIONS ON REVERSE

1234567

ARTARA THERAPEUTICS

P O BOX 505000, Louisville, KY 40233-5000

MR A SAMPLE
DESIGNATION (IF ANY)
ADD 1
ADD 2
ADD 3
ADD 4

CUSIP/IDENTIFIER	XXXXXX XX X
Holder ID	XXXXXXXXXX
Insurance Value	1,000,000.00
Number of Shares	123456
DTC	12345678 12345678901 2345

Certificate Numbers	Num/No.	Denom.	Total
12345678901234567890	1	1	1
12345678901234567890	2	2	2
12345678901234567890	3	3	3
12345678901234567890	4	4	4
12345678901234567890	5	5	5
12345678901234567890	6	6	6
Total Transaction			7

ARTARA THERAPEUTICS, INC.

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH SHAREHOLDER WHO SO REQUESTS, A SUMMARY OF THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OF THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND RIGHTS, AND THE VARIATIONS IN RIGHTS, PREFERENCES AND LIMITATIONS DETERMINED FOR EACH SERIES, WHICH ARE FIXED BY THE ARTICLES OF INCORPORATION OF THE COMPANY, AS AMENDED, AND THE RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE COMPANY, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE VARIATIONS FOR FUTURE SERIES. SUCH REQUEST MAY BE MADE TO THE OFFICE OF THE SECRETARY OF THE COMPANY OR TO THE TRANSFER AGENT. THE BOARD OF DIRECTORS MAY REQUIRE THE OWNER OF A LOST OR DESTROYED STOCK CERTIFICATE, OR HIS LEGAL REPRESENTATIVES, TO GIVE THE COMPANY A BOND TO INDEMNIFY IT AND ITS TRANSFER AGENTS AND REGISTRARS AGAINST ANY CLAIM THAT MAY BE MADE AGAINST THEM ON ACCOUNT OF THE ALLEGED LOSS OR DESTRUCTION OF ANY SUCH CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UNIF GIFT MIN ACT	- ..... (Cust) Custodian ..... (Minor)
TEN ENT	- as tenants by the entireties		under Uniform Gifts to Minors Act ..... (State)
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	UNIF TRF MIN ACT	- ..... (Cust) Custodian (until age .....)
			..... (Minor) under Uniform Transfers to Minors Act ..... (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP CODE, OF ASSIGNEE)

_____

_____

_____ Shares

of the common stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney

to transfer the said stock on the books of the within-named Company with full power of substitution in the premises.

Dated: _____ 20____

Signature: _____

Signature: _____

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration or enlargement, or any change whatever.

Signature(s) Guaranteed: Medallion Guarantee Stamp

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (Banks, Stockbrokers, Savings and Loan Associations and Credit Unions) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad-15.

SECURITY INSTRUCTIONS

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

The IRS requires that the named transfer agent ("we") report the cost basis of certain shares or units acquired after January 1, 2011. If your shares or units are covered by the legislation, and you requested to sell or transfer the shares or units using a specific cost basis calculation method, then we have processed as you requested. If you did not specify a cost basis calculation method, then we have defaulted to the first in, first out (FIFO) method. Please consult your tax advisor if you need additional information about cost basis.

If you do not keep in contact with the issuer or do not have any activity in your account for the time period specified by state law, your property may become subject to state unclaimed property laws and transferred to the appropriate state.

15347527

PROTEON THERAPEUTICS, INC.

AMENDED AND RESTATED 2014 EQUITY INCENTIVE PLAN

1. Purpose

This Plan is intended to provide incentives that will attract, retain and motivate highly competent officers, directors, employees, consultants and advisors to promote the success of the Company's business and align employees' interests with stockholders' interests. The Plan is intended to be an incentive stock option plan within the meaning of Section 422 of the Code, but not all Awards are required to be Incentive Options. The Plan was first effective on August 21, 2014, and is being amended as of the Restatement Effective Date to (i) increase the number of shares of Stock available for issuance under the Plan and (ii) make conforming changes to updates to Section 162(m) of the Code.

2. Definitions

As used in this Plan, the following terms shall have the respective meanings set out below, unless the context clearly requires otherwise:

2.1. *Accelerate*, *Accelerated*, and *Acceleration*, means: (a) when used with respect to an Option or Stock Appreciation Right, that as of the time of reference such Option or Stock Appreciation Right will become exercisable with respect to some or all of the shares of Stock for which it was not then otherwise exercisable by its terms; (b) when used with respect to Restricted Stock or Restricted Stock Units, that the Risk of Forfeiture otherwise applicable to such Restricted Stock or Restricted Stock Units shall expire with respect to some or all of such shares of Restricted Stock or such Restricted Stock Units then still otherwise subject to the Risk of Forfeiture; and (c) when used with respect to Performance Units, that the applicable Performance Goals or other business objectives shall be deemed to have been met as to some or all of such Performance Units.

2.2. *Affiliate* means any corporation, partnership, limited liability company, business trust, or other entity controlling, controlled by or under common control with the Company.

2.3. *Award* means any grant or sale pursuant to the Plan of Options, Stock Appreciation Rights, Performance Units, Restricted Stock, Restricted Stock Units, Stock Grants or any of the foregoing intended to constitute Performance-Based Awards.

2.4. *Award Agreement* means an agreement between the Company and the recipient of an Award, or other notice of grant of an Award, setting forth the terms and conditions of the Award.

2.5. *Board* means the Company's Board of Directors.

2.6. *Change of Control* means the occurrence of any of the following after the date of the approval of the Plan by the Board:

(a) a Transaction (as defined in Section 8.4), unless securities possessing more than 50% of the total combined voting power of the survivor's or acquiror's outstanding securities (or the securities of any parent thereof) are held by a person or persons who held securities possessing more than 50% of the total combined voting power of the Company's outstanding securities immediately prior to that Transaction, or

(b) any person or group of persons (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended and in effect from time to time) that, directly or indirectly, acquires, including but not limited to by means of a merger or consolidation, beneficial ownership (determined pursuant to Securities and Exchange Commission Rule 13d-3 promulgated under the said Exchange Act) of securities possessing more than 50% of the total combined voting power of the Company's outstanding securities unless pursuant to a tender or exchange offer made directly to the Company's stockholders that the Board recommends such stockholders accept, other than (i) the Company or any of its Affiliates, (ii) an employee benefit plan of the Company or any of its Affiliates, (iii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, or (iv) an underwriter temporarily holding securities pursuant to an offering of such securities, or

(c) over a period of thirty-six (36) consecutive months or less, there is a change in the composition of the Board such that a majority of the Board members (rounded up to the next whole number, if a fraction) ceases, by reason of one or more proxy contests for the election of Board members, to be composed of individuals who either (i) have been Board members continuously since the beginning of that period, or (ii) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in the preceding clause (i) who were still in office at the time that election or nomination was approved by the Board; or

(d) a majority of the Board votes in favor of a decision that a Change of Control has occurred, which vote may adopted by the Board with the intention that such vote become effective subject to and contingent upon the occurrence of certain events, in which case such Change of Control shall not be deemed to have occurred unless and until such vote becomes effective in accordance with its terms.

2.7. *Code* means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and any regulations issued from time to time thereunder.

2.8. *Committee* means the Compensation Committee of the Board, which in general is responsible for the administration of the Plan, as provided in Section 5 of this Plan. For any period during which no such committee is in existence "Committee" shall mean the Board and all authority and responsibility assigned to the Committee under the Plan shall be exercised, if at all, by the Board.

2.9. *Company* means Proteon Therapeutics, Inc., a corporation organized under the laws of the State of Delaware.

2.10. *Convertible Security* means any security that the Company may issue that is convertible into or exchangeable for Stock, including, but not limited to, preferred stock or warrants.

2.11. *Effective Date* means August 21, 2014.

2.12. *Forfeiture*, *forfeit*, and derivations thereof, when used in respect of Restricted Stock purchased by a Participant, includes the Company's repurchase of such Restricted Stock at less than its then Market Value as a means intended to effect a forfeiture of value.

2.13. *Grant Date* means the date as of which an Option is granted, as determined under Section 7.1(a).

2.14. *Incentive Option* means an Option which by its terms is to be treated as an "incentive stock option" within the meaning of Section 422 of the Code.

2.15. *Market Value* means the value of a share of Stock on a particular date determined by such methods or procedures as may be established by the Committee. Unless otherwise determined by the Committee, the Market Value of Stock as of any date is the closing price for the Stock as reported on the New York Stock Exchange (or on any other national securities exchange on which the Stock is then listed) for that date or, if no closing price is reported for that date, the closing price on the first following date for which a closing price is reported. For purposes of Awards effective as of the effective date of the Company's initial public offering, Market Value of Stock shall be the price at which the Company's Stock is offered to the public in its initial public offering.

2.16. *Nonstatutory Option* means any Option that is not an Incentive Option.

2.17. *Option* means an option to purchase shares of Stock.

2.18. *Optionee* means an eligible individual to whom an Option shall have been granted under the Plan.

2.19. *Participant* means any holder of an outstanding Award under the Plan.

2.20. *Performance-Based Awards* means Awards granted to a Participant under Section 7.7, to receive cash, Stock or other Awards, the payment of which is contingent on achieving Performance Goals or other business objectives established by the Committee.

2.21. *Performance Criteria* and *Performance Goals* have the meanings given such terms in Section 7.7(f).

2.22. *Performance Period* means the one or more periods of time, which may be of varying and overlapping durations, selected by the Committee, over which the attainment of one or more Performance Goals or other business objectives will be measured for purposes of determining a Participant's right to, and the payment of, an Award.

2.23. *Performance Unit* means a right granted to a Participant under Section 7.5, to receive cash, Stock or other Awards, the payment of which is contingent on achieving Performance Goals or other business objectives established by the Committee.

2.24. *Plan* means this 2014 Equity Incentive Plan of the Company, as amended from time to time, and including any attachments or addenda hereto.

2.25. *Restatement Effective Date* means January 1, 2020.

2.26. *Restricted Stock* means a grant or sale of shares of Stock to a Participant subject to a Risk of Forfeiture.

2.27. *Restricted Stock Units* means rights to receive shares of Stock at the close of a Restriction Period, subject to a Risk of Forfeiture.

2.28. *Restriction Period* means the period of time, established by the Committee in connection with an Award of Restricted Stock or Restricted Stock Units, during which the shares of Restricted Stock or Restricted Stock Units are subject to a Risk of Forfeiture described in the applicable Award Agreement.

2.29. *Risk of Forfeiture* means a limitation on the right of the Participant to retain Restricted Stock or Restricted Stock Units, including a right of the Company to reacquire shares of Restricted Stock at less than their then Market Value, arising because of the occurrence or non-occurrence of specified events or conditions.

2.30. *Stock* means common stock, par value $0.001 per share, of the Company, and such other securities as may be substituted for such common stock pursuant to Section 8.

2.31. *Stock Appreciation Right* means a right to receive any excess in the Market Value of shares of Stock (except as otherwise provided in Section 7.2(c)) over a specified exercise price.

2.32. *Stock Grant* means the grant of shares of Stock not subject to restrictions or other forfeiture conditions.

2.33. *Stockholders' Agreement* means any agreement by and among the holders of at least a majority of the outstanding voting securities of the Company and setting forth, among other provisions, restrictions upon the transfer of shares of Stock or on the exercise of rights appurtenant thereto (including but not limited to voting rights).

2.34. *Ten Percent Owner* means a person who owns, or is deemed within the meaning of Section 422(b)(6) of the Code to own, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company (or any parent or subsidiary corporations of the Company, as defined in Sections 424(e) and (f), respectively, of the Code). Whether a person is a Ten Percent Owner shall be determined with respect to an Option based on the facts existing immediately prior to the Grant Date of the Option.

3. Term of the Plan

Unless the Plan shall have been earlier terminated by the Board, Awards may be granted under this Plan at any time in the period commencing on the date of approval of the Plan by the Board and ending immediately prior to the tenth anniversary of the earlier of the adoption of the Plan by the Board and approval of the Plan by the Company's stockholders. Awards granted pursuant to the Plan within that period shall not expire solely by reason of the termination of the Plan. Awards of Incentive Options granted prior to stockholder approval of the Plan are expressly conditioned upon such approval, but in the event of the failure of the stockholders to approve the Plan shall thereafter and for all purposes be deemed to constitute Nonstatutory Options.

4. Stock Subject to the Plan

4.1. *Plan Share Limitations.*

(a) *Limitation.* At no time shall the number of shares of Stock issued pursuant to or subject to outstanding Awards granted under the Plan (including pursuant to Incentive Options), nor the number of shares of Stock issued pursuant to Incentive Options, exceed 42,975,344 shares of Stock provided, however, that beginning on January 1, 2015, the number of shares of Stock authorized under this Section 4.1(a) of the Plan will be increased each January 1 by an amount equal to four percent (4%) of outstanding Stock as of the end of the immediately preceding fiscal year. Notwithstanding the foregoing, the Board may act prior to January 1 of a given year to provide that there will be no such January 1 increase in the number of shares of Stock authorized under this Section 4.1(a) of the Plan for such year or that the increase in the number of shares of Stock authorized under this Section 4.1(a) of the Plan for such year will be a lesser number than would otherwise occur pursuant to the preceding sentence. Notwithstanding the preceding sentences, in no event shall the number of shares available for issuance pursuant to Incentive Options exceed 214,876,720 shares of Stock. For purposes of this Section 4.1(a), "Stock" shall be deemed to include the number of shares of Stock that may be issued upon conversion of any outstanding Convertible Securities at each January 1.

(b) *Application.* For purposes of applying the foregoing limitation of Section 4.1(a), (i) if any Option or Stock Appreciation Right expires, terminates, or is cancelled for any reason without having been exercised in full, or if any other Award is forfeited, the shares of Stock not purchased by the holder or which are forfeited, as the case may be, shall again be available for Awards to be granted under the Plan, (ii) if any Option is exercised by delivering previously owned shares of Stock in payment of the exercise price therefor, only the net number of shares, that is, the number of shares of Stock issued minus the number received by the Company in payment of the exercise price, shall be considered to have been issued pursuant to an Award granted under the Plan, and (iii) any shares of Stock either delivered to or withheld by the Company in satisfaction of tax withholding obligations of the Company or an Affiliate with respect to an Award shall again be available for Awards to be granted under the Plan. In addition, settlement of any Award shall not count against the foregoing limitations except to the extent settled in the form of Stock. Shares of Stock issued pursuant to the Plan may be either authorized but unissued shares or shares held by the Company in its treasury.

4.2. *Adjustment of Limitations.* Each of the share limitations of this Section 4 shall be subject to adjustment pursuant to Section 8 of the Plan.

5. Administration

The Plan shall be administered by the Committee; *provided, however*, that at any time and on any one or more occasions the Board may itself exercise any of the powers and responsibilities assigned the Committee under the Plan and when so acting shall have the benefit of all of the provisions of the Plan pertaining to the Committee's exercise of its authorities hereunder; and *provided further, however,* that the Committee may delegate to an executive officer or officers the authority to grant Awards hereunder to employees who are not officers, and to consultants, up to such maximum number and in accordance with such other guidelines as the Committee shall specify by resolution at any time or from time to time. Any such delegation may not include the authority to grant Restricted Stock, unless the delegate is a committee of the Board, including a committee consisting solely of an executive officer who is a Board member. Subject to the provisions of the Plan, the Committee shall have complete authority, in its discretion, to make or to select the manner of making all determinations with respect to each Award to be granted by the Company under the Plan including the officer, employee, consultant, advisor or director to receive the Award and the form of Award. In making such determinations, the Committee may take into account the nature of the services rendered by the respective officers, employees, consultants, advisors and directors, their present and potential contributions to the success of the Company and its Affiliates, and such other factors as the Committee in its discretion shall deem relevant. Subject to the provisions of the Plan, the Committee shall also have complete authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective Award Agreements (which need not be identical), and to make all other determinations necessary or advisable for the administration of the Plan. The Committee's determinations made in good faith on matters referred to in the Plan shall be final, binding and conclusive on all participants, beneficiaries, heirs, assigns or other persons having or claiming any interest under the Plan or an Award made pursuant hereto.

6. Authorization of Grants

6.1. *Eligibility.* The Committee may grant from time to time and at any time prior to the termination of the Plan one or more Awards, either alone or in combination with any other Awards, to any officer or employee of or consultant or advisor to one or more of the Company and its Affiliates or to any non-employee member of the Board or of any board of directors (or similar governing authority) of any Affiliate. However, only employees of the Company, and of any parent or subsidiary corporations of the Company, as defined in Sections 424(e) and (f), respectively, of the Code, shall be eligible for the grant of an Incentive Option.

6.2. *General Terms of Awards.* Each grant of an Award shall be subject to all applicable terms and conditions of the Plan (including but not limited to any specific terms and conditions applicable to that type of Award set out in the following Section), and such other terms and conditions, not inconsistent with the terms of the Plan, as the Committee may prescribe. No prospective Participant shall have any rights with respect to an Award, unless and until such Participant shall have complied with the applicable terms and conditions of such Award (including if applicable delivering a fully executed copy of any agreement evidencing an Award to the Company).

6.3. *Effect of Termination of Employment, Etc.* Unless the Committee shall provide otherwise with respect to any Award (including, but not limited to, in a Participant's Award Agreement), if the Participant's employment or other association with the Company and its Affiliates ends for any reason, including because of the Participant's employer ceasing to be an Affiliate, (a) any outstanding Option or Stock Appreciation Right of the Participant shall cease to be exercisable in any respect not later than ninety (90) days following that event and, for the period it remains exercisable following that event, shall be exercisable only to the extent exercisable at the date of that event, and (b) any other outstanding Award of the Participant to the extent that it is then still subject to Risk of Forfeiture shall be forfeited or otherwise subject to return to or repurchase by the Company on the terms specified in the applicable Award Agreement. Cessation of the performance of services in one capacity, for example, as an employee, shall not result in termination of an Award while the Participant continues to perform services in another capacity, for example as a director. Military or sick leave or other bona fide leave shall not be deemed a termination of employment or other association, *provided* that it does not exceed the longer of ninety (90) days or the period during which the absent Participant's reemployment rights, if any, are guaranteed by statute or by contract. To the extent consistent with applicable law, the Committee may provide that Awards continue to vest for some or all of the period of any such leave, or that their vesting shall be tolled during any such leave and only recommence upon the Participant's return from leave, if ever.

6.4. *Non-Transferability of Awards.* Except as otherwise provided in this Section 6.4, Awards shall not be transferable, and no Award or interest therein may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. The provisions of the immediately preceding sentence shall not be applicable to Stock Grants which shall not be subject to any transfer restrictions under this Section 6.4. All of a Participant's rights in any Award may be exercised during the life of the Participant only by the Participant or the Participant's legal representative. However, the Committee may, at or after the grant of an Award of a Nonstatutory Option, or shares of Restricted Stock, provide that such Award may be transferred by the recipient to a family member; *provided, however*, that any such transfer is without payment of any consideration whatsoever and that no transfer shall be valid unless first approved by the Committee, acting in its sole discretion. For this purpose, "family member" means any child, stepchild, grandchild, parent, grandparent, stepparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the employee's household (other than a tenant or employee), a trust in which the foregoing persons have more than fifty (50) percent of the beneficial interests, a foundation in which the foregoing persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty (50) percent of the voting interests.

7. Specific Terms of Awards

7.1. *Options.*

(a) *Date of Grant.* The granting of an Option shall take place at the time specified in the Award Agreement.

(b) *Exercise Price.* The price at which shares of Stock may be acquired under each Incentive Option shall be not less than 100% of the Market Value of Stock on the Grant Date, or not less than 110% of the Market Value of Stock on the Grant Date if the Optionee is a Ten Percent Owner. The price at which shares of Stock may be acquired under each Nonstatutory Option shall not be so limited solely by reason of this Section.

(c) *Option Period.* No Incentive Option may be exercised on or after the tenth anniversary of the Grant Date, or on or after the fifth anniversary of the Grant Date if the Optionee is a Ten Percent Owner. The Option period under each Nonstatutory Option shall not be so limited solely by reason of this Section.

(d) *Exercisability.* An Option may be immediately exercisable or become exercisable in such installments, cumulative or non-cumulative, as the Committee may determine. In the case of an Option not otherwise immediately exercisable in full, the Committee may Accelerate such Option in whole or in part at any time; *provided, however,* that in the case of an Incentive Option, any such Acceleration of the Option would not cause the Option to fail to comply with the provisions of Section 422 of the Code or the Optionee consents to the Acceleration.

(e) *Method of Exercise.* An Option may be exercised by the Optionee giving written notice, in the manner provided in Section 17, specifying the number of shares of Stock with respect to which the Option is then being exercised. The notice shall be accompanied by payment in the form of cash or check payable to the order of the Company in an amount equal to the exercise price of the shares of Stock to be purchased or, subject in each instance to the Committee's approval, acting in its sole discretion, and to such conditions, if any, as the Committee may deem necessary to avoid adverse accounting effects to the Company,

(i) by delivery to the Company of shares of Stock having a Market Value equal to the exercise price of the shares to be purchased, or

(ii) by surrender of the Option as to all or part of the shares of Stock for which the Option is then exercisable in exchange for shares of Stock having an aggregate Market Value equal to the difference between (*1*) the aggregate Market Value of the surrendered portion of the Option, and (*2*) the aggregate exercise price under the Option for the surrendered portion of the Option, or

(iii) unless prohibited by applicable law, by delivery to the Company of the Optionee's executed promissory note in the principal amount equal to the exercise price of the shares of Stock to be purchased and otherwise in such form as the Committee shall have approved.

If the Stock is traded on an established market, payment of any exercise price may also be made through and under the terms and conditions of any formal cashless exercise program authorized by the Company entailing the sale of the Stock subject to an Option in a brokered transaction (other than to the Company). Receipt by the Company of such notice and payment in any authorized or combination of authorized means shall constitute the exercise of the Option. Within thirty (30) days thereafter but subject to the remaining provisions of the Plan, the Company shall deliver or cause to be delivered to the Optionee or his agent a certificate or certificates or shall cause the Stock to be held in book-entry position through the direct registration system of the Company's transfer agent for the number of shares then being purchased. Such shares of Stock shall be fully paid and nonassessable.

(f) *Limit on Incentive Option Characterization.* An Incentive Option shall be considered to be an Incentive Option only to the extent that the number of shares of Stock for which the Option first becomes exercisable in a calendar year do not have an aggregate Market Value (as of the date of the grant of the Option) in excess of the "current limit". The current limit for any Optionee for any calendar year shall be $100,000 *minus* the aggregate Market Value at the date of grant of the number of shares of Stock available for purchase for the first time in the same year under each other Incentive Option previously granted to the Optionee under the Plan, and under each other incentive stock option previously granted to the Optionee under any other incentive stock option plan of the Company and its Affiliates, after December 31, 1986. Any shares of Stock which would cause the foregoing limit to be violated shall be deemed to have been granted under a separate Nonstatutory Option, otherwise identical in its terms to those of the Incentive Option.

(g) *Notification of Disposition.* Each person exercising any Incentive Option granted under the Plan shall be deemed to have covenanted with the Company to report to the Company any disposition of the shares of Stock issued upon such exercise prior to the expiration of the holding periods specified by Section 422(a)(1) of the Code and, if and to the extent that the realization of income in such a disposition imposes upon the Company federal, state, local or other withholding tax requirements, or any such withholding is required to secure for the Company an otherwise available tax deduction, to remit to the Company an amount in cash sufficient to satisfy those requirements.

7.2. *Stock Appreciation Rights*.

(a) *Tandem or Stand-Alone.* Stock Appreciation Rights may be granted in tandem with an Option (at or, in the case of a Nonstatutory Option, after, the award of the Option), or alone and unrelated to an Option. Stock Appreciation Rights in tandem with an Option shall terminate to the extent that the related Option is exercised, and the related Option shall terminate to the extent that the tandem Stock Appreciation Rights are exercised.

(b) *Exercise Price.* Stock Appreciation Rights shall have an exercise price of not less than one hundred percent (100%) of the Market Value of the Stock on the date of award, or in the case of Stock Appreciation Rights in tandem with Options, the exercise price of the related Option.

(c) *Other Terms.* Except as the Committee may deem inappropriate or inapplicable in the circumstances, Stock Appreciation Rights shall be subject to terms and conditions substantially similar to those applicable to a Nonstatutory Option. In addition, a Stock Appreciation Right related to an Option which can only be exercised during limited periods following a Change of Control may entitle the Participant to receive an amount based upon the highest price paid or offered for Stock in any transaction relating to the Change of Control or paid during the thirty (30) day period immediately preceding the occurrence of the Change of Control in any transaction reported in the stock market in which the Stock is normally traded.

7.3. *Restricted Stock.*

(a) *Purchase Price.* Shares of Restricted Stock shall be issued under the Plan for such consideration, if any, in cash, other property or services, or any combination thereof, as is determined by the Committee.

(b) *Issuance of Stock.* Each Participant receiving a Restricted Stock Award, subject to subsection (c) below, shall be issued a stock certificate in respect of such shares of Restricted Stock or the shares shall be held in book-entry position through the direct registration system of the Company's transfer agent. If a certificate is issued, such certificate shall be registered in the name of such Participant, and, if applicable, shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award substantially in the following form:

> The shares evidenced by this certificate are subject to the terms and conditions of Proteon Therapeutics, Inc.'s 2014 Equity Incentive Plan and an Award Agreement entered into by the registered owner and Proteon Therapeutics, Inc., copies of which will be furnished by the Company to the holder of the shares evidenced by this certificate upon written request and without charge.

If the Stock is in book-entry position through the direct registration system of the Company's transfer agent, the restrictions will be appropriately noted.

(c) *Escrow of Shares.* The Committee may require that any stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may but need not be the Company) until the restrictions thereon shall have lapsed, and that the Participant deliver a stock power, endorsed in blank, relating to the Stock covered by such Award.

(d) *Restrictions and Restriction Period.* During the Restriction Period applicable to shares of Restricted Stock, such shares shall be subject to limitations on transferability and a Risk of Forfeiture arising on the basis of such conditions related to the performance of services, Company or Affiliate performance or otherwise as the Committee may determine and provide for in the applicable Award Agreement. Any such Risk of Forfeiture may be waived or terminated, or the Restriction Period shortened, at any time by the Committee on such basis as it deems appropriate.

(e) *Rights Pending Lapse of Risk of Forfeiture or Forfeiture of Award.* Except as otherwise provided in the Plan or the applicable Award Agreement, the Participant shall have all of the rights of a stockholder of the Company with respect to any outstanding shares of Restricted Stock, including the right to vote, and the right to receive any dividends with respect to, the shares of Restricted Stock (but any dividends or other distributions payable in shares of Stock or other securities of the Company shall constitute additional Restricted Stock, subject to the same Risk of Forfeiture as the shares of Restricted Stock in respect of which such shares of Stock or other securities are paid). The Committee, as determined at the time of Award, may permit or require the payment of cash dividends to be deferred and, if the Committee so determines, reinvested in additional Restricted Stock to the extent shares of Stock are available under Section 4.

(f) *Lapse of Restrictions.* If and when the Restriction Period expires without a prior forfeiture, any certificates for such shares shall be delivered to the Participant promptly if not theretofore so delivered.

7.4. *Restricted Stock Units.*

(a) *Character.* Each Restricted Stock Unit shall entitle the recipient to a share of Stock at a close of such Restriction Period as the Committee may establish and subject to a Risk of Forfeiture arising on the basis of such conditions relating to the performance of services, Company or Affiliate performance or otherwise as the Committee may determine and provide for in the applicable Award Agreement. Any such Risk of Forfeiture may be waived or terminated, or the Restriction Period shortened, at any time by the Committee on such basis as it deems appropriate.

(b) *Form and Timing of Payment.* Payment of earned Restricted Stock Units shall be made promptly following the close of the applicable Restriction Period. At the discretion of the Committee, Participants may be entitled to receive payments equivalent to any dividends declared with respect to Stock referenced in grants of Restricted Stock Units but only following the close of the applicable Restriction Period and then only if the underlying Stock shall have been earned. Unless the Committee shall provide otherwise, any such dividend equivalents shall be paid, if at all, without interest or other earnings.

7.5. *Performance Units.*

(a) *Character.* Each Performance Unit shall entitle the recipient to the value of a specified number of shares of Stock, over the initial value for such number of shares, if any, established by the Committee at the time of grant, at the close of a specified Performance Period to the extent specified business objectives, including but not limited to Performance Goals, shall have been achieved.

(b) *Earning of Performance Units.* The Committee shall set Performance Goals or other business objectives in its discretion which, depending on the extent to which they are met within the applicable Performance Period, will determine the number and value of Performance Units that will be paid out to the Participant. After the applicable Performance Period has ended, the holder of Performance Units shall be entitled to receive payout on the number and value of Performance Units earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Goals or other business objectives have been achieved.

(c) *Form and Timing of Payment.* Payment of earned Performance Units shall be made in a single lump sum following the close of the applicable Performance Period. At the discretion of the Committee, Participants may be entitled to receive any dividends declared with respect to Stock which have been earned in connection with grants of Performance Units which have been earned, but not yet distributed to Participants. The Committee may permit or, if it so provides at grant require, a Participant to defer such Participant's receipt of the payment of cash or the delivery of Stock that would otherwise be due to such Participant by virtue of the satisfaction of any requirements or goals with respect to Performance Units. If any such deferral election is required or permitted, the Committee shall establish rules and procedures for such payment deferrals.

7.6. *Stock Grants.* Stock Grants shall be awarded solely in recognition of significant prior or expected contributions to the success of the Company or its Affiliates, as an inducement to employment, in lieu of compensation otherwise already due and in such other limited circumstances as the Committee deems appropriate. Stock Grants shall be made without forfeiture conditions of any kind.

7.7. *Performance-Based Awards.*

(a) *Discretion of Committee with Respect to Performance-Based Awards.* Any form of Award permitted under the Plan, other than a Stock Grant, may be granted as a Performance-Based Award. Options and Stock Appreciation Rights may be granted as Performance-Based Awards in accordance with Section 7.1 and 7.2, respectively, except that the exercise price of any Option or Stock Appreciation Right intended to qualify as a Performance-Based Award shall in no event be less that the Market Value of the Stock on the date of grant, and may become exercisable based on continued service, on satisfaction of Performance Goals or other business objectives, or on a combination thereof. Each other Award intended to qualify as a Performance-Based Award, such as Restricted Stock, Restricted Stock Units, or Performance Units, shall be subject to satisfaction of one or more Performance Goals except as otherwise provided in this Section 7.7. The Committee will have full discretion to select the length of any applicable Restriction Period or Performance Period, the kind and/or level of the applicable Performance Goal, and whether the Performance Goal is to apply to the Company, a subsidiary of the Company or any division or business unit or to the individual. Any Performance Goal or Goals applicable to Performance-Based Awards shall be objective, shall be established not later than ninety (90) days after the beginning of any applicable Performance Period.

(b) *Payment of Performance-Based Awards.* A Participant will be eligible to receive payment under a Performance-Based Award which is subject to achievement of a Performance Goal or Goals only if the applicable Performance Goal or Goals are achieved within the applicable Performance Period, as determined by the Committee, *provided*, that a Performance-Based Award may be deemed earned as a result of death, becoming disabled, or in connection with a change of control if otherwise provided in the Plan or the applicable Award Agreement. In determining the actual size of an individual Performance-Based Award, the Committee may reduce or eliminate the amount of the Performance-Based Award earned for the Performance Period, if in its sole and absolute discretion, such reduction or elimination is appropriate.

(c) *Adjustments for Certain Events.* The Committee retains the discretion to adjust or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for a Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement ..

(d) *Definitions.* For purposes of the Plan

(i) *Performance Criteria* means the criteria that the Committee selects for purposes of establishing the Performance Goal or Performance Goals for a Participant for a Performance Period. The Performance Criteria used to establish Performance Goals are limited to: (i) net earnings (either before or after one or more of (A) interest, (B) taxes, (C) depreciation and (D) amortization), (ii) gross or net sales or revenue, (iii) net income (either before or after taxes), (iv) adjusted net income, (v) operating earnings or profit, (vi) cash flow (including, but not limited to, operating cash flow and free cash flow, (vii) return on assets, (viii) return on capital, (ix) return on stockholders' equity, (x) total stockholder return, (xi) return on sales, (xii) gross or net profit or operating margin, (xiii) costs, (xiv) expenses, (xv) working capital, (xvi) earnings per share, (xvii) adjusted earnings per share, (xviii) price per share, (xix) regulatory body approval for commercialization of a product, (xx) implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; (xxi) market share, (xxii) economic value, (xxiii) revenue, (xxiv) revenue growth and (xxv) operational and organizational metrics.

(ii) *Performance Goals* means, for a Performance Period, the written goal or goals established by the Committee for the Performance Period based upon one or more of the Performance Criteria. The Performance Goals may be expressed in terms of overall Company performance or the performance of a division, business unit, subsidiary, or an individual, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit or Affiliate, either individually, alternatively or in any combination, and measured either quarterly, annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group, in each case as specified by the Committee. The Committee will objectively define the manner of calculating the Performance Goal or Goals it selects to use for such Performance Period for such Participant, including whether or to what extent there shall not be taken into account any of the following events that occurs during a Performance Period: (i) asset write-downs, (ii) litigation, claims, judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs and (v) any extraordinary, unusual, non-recurring or non-comparable items (A) as described in Accounting Standard Codification Section 225-20, (B) as described in management's discussion and analysis of financial condition and results of operations appearing in the Company's Annual Report to stockholders for the applicable year, or (C) publicly announced by the Company in a press release or conference call relating to the Company's results of operations or financial condition for a completed quarterly or annual fiscal period.

7.8. *Awards to Participants Outside the United States.* The Committee may modify the terms of any Award under the Plan granted to a Participant who is, at the time of grant or during the term of the Award, resident or primarily employed outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that the Award shall conform to laws, regulations, procedures, and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be as comparable as practicable to the value of such an Award to a Participant who is resident or primarily employed in the United States. The Committee may establish supplements or sub-plans to, or amendments, restatements, or alternative versions of, the Plan for the purpose of granting and administrating any such modified Award. No such modification, supplement, sub-plan, amendment, restatement or alternative version may increase the share limit of Section 4.

8. Adjustment Provisions

8.1. *Adjustment for Corporate Actions.* All of the share numbers set forth in the Plan reflect the capital structure of the Company as of October 3, 2014. If subsequent to that date the outstanding shares of Stock (or any other securities covered by the Plan by reason of the prior application of this Section) are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to shares of Stock, as a result of a reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other similar distribution with respect to such shares of Stock, an appropriate and proportionate adjustment will be made in (i) the maximum numbers and kinds of shares provided in Section 4, (ii) the numbers and kinds of shares or other securities subject to the then outstanding Awards, (iii) the exercise price for each share or other unit of any other securities subject to then outstanding Options and Stock Appreciation Rights (without change in the aggregate purchase price as to which such Options or Rights remain exercisable), and (iv) the repurchase price of each share of Restricted Stock then subject to a Risk of Forfeiture in the form of a Company repurchase right.

8.2. *Adjustment of Awards Upon the Occurrence of Certain Unusual or Nonrecurring Events.* In the event of any corporate action not specifically covered by the preceding Section, including but not limited to an extraordinary cash distribution on Stock, a corporate separation or other reorganization or liquidation, the Committee may make such adjustment of outstanding Awards and their terms, if any, as it, in its sole discretion, may deem equitable and appropriate in the circumstances. The Committee may make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in this Section) affecting the Company or the financial statements of the Company or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

8.3. *Related Matters.* Any adjustment in Awards made pursuant to Section 8.1 or 8.2 shall be determined and made, if at all, by the Committee, acting in its sole discretion, and shall include any correlative modification of terms, including of Option exercise prices, rates of vesting or exercisability, Risks of Forfeiture, applicable repurchase prices for Restricted Stock, and Performance Goals and other business objectives which the Committee may deem necessary or appropriate so as to ensure the rights of the Participants in their respective Awards are not substantially diminished nor enlarged as a result of the adjustment and corporate action other than as expressly contemplated in this Section 8. The Committee, in its discretion, may determine that no fraction of a share of Stock shall be purchasable or deliverable upon exercise, and in that event if any adjustment hereunder of the number of shares of Stock covered by an Award would cause such number to include a fraction of a share of Stock, such number of shares of Stock shall be adjusted to the nearest smaller whole number of shares. No adjustment of an Option exercise price per share pursuant to Sections 8.1 or 8.2 shall result in an exercise price which is less than the par value of the Stock.

8.4. *Transactions.*

(a) *Definition of Transaction.* In this Section 8.4, "*Transaction*" means (1) any merger or consolidation of the Company with or into another entity as a result of which the Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (2) any sale or exchange of all or substantially all of the outstanding Stock of the Company for cash, securities or other property, (3) any sale, transfer, or other disposition of all or substantially all of the Company's assets to one or more other persons in a single transaction or series of related transactions or (4) any liquidation or dissolution of the Company.

(b) *Treatment of Awards.* In a Transaction, the Committee may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards, subject to the provisions of Section 9 of this Plan.

(1) Provide that any Awards shall be assumed, or substantially equivalent rights shall be provided in substitution therefor, by the acquiring or succeeding entity (or an affiliate thereof).

(2) Upon written notice to the holders, provide that all or any of the holders' unexercised outstanding Options and Stock Appreciation Rights (collectively, "*Rights*") will terminate immediately prior to the consummation of such Transaction unless exercised within a specified period following the date of such notice.

(3) Provide that all or any Awards that are subject to Risk of Forfeiture will terminate immediately prior to the consummation of such Transaction.

(4) Provide that all or any outstanding Rights shall Accelerate so as to become exercisable prior to or upon such Transaction with respect to some or all of the shares of Stock for which any such Rights would not then otherwise be exercisable by their terms.

(5) Provide that outstanding all or any Awards that are subject to Risk of Forfeiture shall Accelerate so that the Risk of Forfeiture otherwise applicable to such Awards shall expire prior to or upon such Transaction with respect to any such Awards that would then still otherwise be subject to the Risk of Forfeiture.

(6) Provide for cash payments, net of applicable tax withholdings, to be made to holders equal to the excess, if any, of (A) the acquisition price times the number of shares of Stock subject to an Option (to the extent the exercise price does not exceed the acquisition price) over (B) the aggregate exercise price for all such shares of Stock subject to the Option, in exchange for the termination of such Option; provided, that if the acquisition price does not exceed the exercise price of any such Option, the Committee may cancel that Option without the payment of any consideration therefore prior to or upon the Transaction. For purposes of this paragraph 6 and paragraph 7 below, "*acquisition price*" means the amount of cash, and market value of any other consideration, received in payment for a share of Stock surrendered in a Transaction but need not take into account any deferred consideration unless and until received.

(7) Provide for cash payments, net of applicable tax withholdings, to be made to holder or holders of all or any Awards (other than Options) equal to the acquisition price times the number of shares of Stock subject to any such Awards, in exchange for the termination of any such Awards; provided, that the Committee may cancel, pursuant to paragraph 3 above, any such Award that is subject to a Risk of Forfeiture at the time of the consummation of such Transaction without the payment of any consideration therefor prior to or upon the Transaction.

(8) Provide that, in connection with a liquidation or dissolution of the Company, all or any Awards (other than Restricted Stock or Stock Grants) shall convert into the right to receive liquidation proceeds net of the exercise price thereof and any applicable tax withholdings.

(9) Any combination of the foregoing.

In the event that the Committee determines in its discretion to take the actions contemplated under paragraph (1) above of this Section 8.4(b) with respect to all or any Awards, the Committee shall ensure that, upon consummation of the Transaction, any such Awards are assumed and/or exchanged or replaced with another similar award issued by the acquiring or succeeding entity (or an affiliate thereof) and that, as a result of such assumption and/or exchange or replacement, the holder of such assumed Award and/or such exchanged or replaced similar award has the right to purchase or receive the value of, for each share of Stock subject to such Award immediately prior to the consummation of the Transaction, the consideration (whether cash, securities or other property) received as a result of the Transaction by holders of Stock for each share of Stock held immediately prior to the consummation of the Transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Stock); *provided*, *however*, that if such consideration received as a result of the Transaction is not solely common stock (or its equivalent) of the acquiring or succeeding entity (or an affiliate thereof), the Committee may, with the consent of the acquiring or succeeding entity (or an affiliate thereof), provide for the consideration to be received with respect to such assumed Award and/or such exchanged or replaced similar award to consist of or be based solely on common stock (or its equivalent) of the acquiring or succeeding entity (or an affiliate thereof) equivalent in value to the per share consideration received by holders of outstanding shares of Stock as a result of the Transaction; and *provided*, *further*, that if such Award is an Option, the holder of such Option must exercise the Option and make payment of the applicable exercise price in connection therewith in order to receive such consideration.

(c) *Treatment of Other Awards.* Upon the occurrence of a Transaction other than a liquidation or dissolution of the Company which is not part of another form of Transaction, then, subject to the provisions of Section 9 below, with respect to all outstanding Awards (other than Options and Share Appreciation Rights) that are not terminated prior to or upon such Transaction, the repurchase and other rights of the Company under each such Award shall inure to the benefit of the Company's successor and shall, unless the Committee determines otherwise, apply to the cash, securities or other property which the Stock was converted into or exchanged for pursuant to such Transaction in the same manner and to the same extent as they applied to the Award.

(d) *Related Matters.* In taking any of the actions permitted under this Section 8.4, the Committee shall not be obligated to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically. Any determinations required to carry out the foregoing provisions of this Section 8.4, including but not limited to the market value of other consideration received by holders of Stock in a Transaction and whether substantially equivalent Rights have been substituted, shall be made by the Committee acting in its sole discretion. In connection with any action or actions taken by the Committee in respect of Awards and in connection with a Transaction, the Committee may require such acknowledgements of satisfaction and releases from Participants as it may determine.

9. Change of Control

Except as otherwise provided below, upon the occurrence of a Change of Control, to the extent that the surviving entity declines to continue, convert, assume or replace outstanding Awards, then, notwithstanding anything express or implied to the contrary in Section 8.4 above:

(a) any and all Options and Stock Appreciation Rights not already exercisable in full shall Accelerate with respect to 100% of the shares for which such Options or Stock Appreciation Rights are not then exercisable;

(b) any Risk of Forfeiture applicable to Restricted Stock and Restricted Stock Units which is not based on achievement of Performance Goals or other business objectives shall lapse with respect to 100% of the Restricted Stock and Restricted Stock Units still subject to such Risk of Forfeiture immediately prior to the Change of Control; and

(c) all outstanding Awards of Restricted Stock and Restricted Stock Units conditioned on the achievement of Performance Goals or other business objectives and the payouts attainable under outstanding Performance Units shall be deemed to have been satisfied as of the effective date of the Change of Control, except if and to the extent otherwise determined by the Committee in its sole discretion at any time prior to, or upon, such Change of Control.

All such Awards of Performance Units and Restricted Stock Units shall be paid to the extent earned to Participants in accordance with their terms within thirty (30) days following the effective date of the Change of Control. None of the foregoing shall apply, however, (i) in the case of any Award pursuant to an Award Agreement requiring other or additional terms upon a Change of Control (or similar event), (ii) if specifically prohibited under applicable laws, or by the rules and regulations of any governing governmental agencies or national securities exchanges, or (iii) as otherwise provided in Section 7.7, concerning Performance-Based Awards.

10. Settlement of Awards

10.1. *In General.* Options and Restricted Stock shall be settled in accordance with their terms. All other Awards may be settled in cash, Stock, or other Awards, or a combination thereof, as determined by the Committee at or after grant and subject to any contrary Award Agreement. The Committee may not require settlement of any Award in Stock pursuant to the immediately preceding sentence to the extent issuance of such Stock would be prohibited or unreasonably delayed by reason of any other provision of the Plan.

10.2. *Violation of Law.* Notwithstanding any other provision of the Plan or the relevant Award Agreement, if, at any time, in the reasonable opinion of the Company, the issuance of shares of Stock covered by an Award may constitute a violation of law, then the Company may delay such issuance until (i) approval shall have been obtained from such governmental agencies, other than the Securities and Exchange Commission, as may be required under any applicable law, rule, or regulation and (ii) in the case where such issuance would constitute a violation of a law administered by or a regulation of the Securities and Exchange Commission, one of the following conditions shall have been satisfied:

(a) the shares of Stock are at the time of the issue of such shares effectively registered under the Securities Act of 1933, as amended; or

(b) the Company shall have determined, on such basis as it deems appropriate (including an opinion of counsel in form and substance satisfactory to the Company) that the sale, transfer, assignment, pledge, encumbrance or other disposition of such shares does not require registration under the Securities Act of 1933, as amended or any applicable State securities laws.

Furthermore, the inability of the Company to obtain or maintain, or the impracticability of it obtaining or maintaining, authority from any governmental agency having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance of any Stock hereunder, shall relieve the Company of any liability in respect of the failure to issue such Stock as to which such requisite authority shall not have been obtained, and shall constitute circumstances in which the Committee may determine to amend or cancel Awards pertaining to such Stock, with or without consideration to the affected Participants.

10.3. *Corporate Restrictions on Rights in Stock.* Any Stock to be issued pursuant to Awards granted under the Plan shall be subject to all restrictions upon the transfer thereof which may be now or hereafter imposed by the charter, certificate or articles, and by-laws, of the Company. Whenever Stock is to be issued pursuant to an Award, if the Committee so directs at or after grant, the Company shall be under no obligation to issue such shares until such time, if ever, as the recipient of the Award (and any person who exercises any Option, in whole or in part), shall have become a party to and bound by the Stockholders' Agreement, if any.

10.4. *Investment Representations.* The Company shall be under no obligation to issue any shares of Stock covered by any Award unless the shares to be issued pursuant to Awards granted under the Plan have been effectively registered under the Securities Act of 1933, as amended, or the Participant shall have made such written representations to the Company (upon which the Company believes it may reasonably rely) as the Company may deem necessary or appropriate for purposes of confirming that the issuance of such shares will be exempt from the registration requirements of that Act and any applicable state securities laws and otherwise in compliance with all applicable laws, rules and regulations of any jurisdiction in which Participants may reside or primarily work, including but not limited to that the Participant is acquiring the shares for his or her own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution of any such shares.

10.5. *Registration.* If the Company shall deem it necessary or desirable to register under the Securities Act of 1933, as amended, or other applicable statutes any shares of Stock issued or to be issued pursuant to Awards granted under the Plan, or to qualify any such shares of Stock for exemption from the Securities Act of 1933, as amended or other applicable statutes, then the Company shall take such action at its own expense. The Company may require from each recipient of an Award, or each holder of shares of Stock acquired pursuant to the Plan, such information in writing for use in any registration statement, prospectus, preliminary prospectus or offering circular as is reasonably necessary for that purpose and may require reasonable indemnity to the Company and its officers and directors from that holder against all losses, claims, damage and liabilities arising from use of the information so furnished and caused by any untrue statement of any material fact therein or caused by the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made. In addition, the Company may require of any such person that he or she agree that, without the prior written consent of the Company or the managing underwriter in any public offering of shares of Stock, he or she will not sell, make any short sale of, loan, grant any option for the purchase of, pledge or otherwise encumber, or otherwise dispose of, any shares of Stock during the 180 day period commencing on the effective date of the registration statement relating to the underwritten public offering of securities (or during such shorter or longer period of time as the Committee shall determine in its sole discretion, which period of time shall commence from and after such effective date of such registration statement). Without limiting the generality of the foregoing provisions of this Section 10.5, if in connection with any underwritten public offering of securities of the Company the managing underwriter of such offering requires that the Company's directors and officers enter into a lock-up agreement containing provisions that are more restrictive than the provisions set forth in the preceding sentence, then (a) each holder of shares of Stock acquired pursuant to the Plan (regardless of whether such person has complied or complies with the provisions of clause (b) below) shall be bound by, and shall be deemed to have agreed to, the same lock-up terms as those to which the Company's directors and officers are required to adhere; and (b) at the request of the Company or such managing underwriter, each such person shall execute and deliver a lock-up agreement in form and substance equivalent to that which is required to be executed by the Company's directors and officers.

10.6. *Placement of Legends; Stop Orders; etc.* Each share of Stock to be issued pursuant to Awards granted under the Plan may bear a reference to the investment representations made in accordance with Section 10.4 in addition to any other applicable restrictions under the Plan, and the terms of the Award and under the Stockholders' Agreement and, if applicable, to the fact that no registration statement has been filed with the Securities and Exchange Commission in respect to such shares of Stock. All shares of Stock or other securities issued under the Plan shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Stock is then listed, and any applicable federal or state securities law, and the Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions, or, if the Stock will be held in book-entry position through the direct registration system of the Company's transfer agent, the restrictions will be appropriately noted.

10.7. *Tax Withholding.* Whenever shares of Stock are issued or to be issued pursuant to Awards granted under the Plan, the Company shall have the right to require the recipient to remit to the Company an amount sufficient to satisfy federal, state, local, foreign or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) prior to the delivery of any certificate or certificates, held in book-entry position through the direct registration system of the Company's transfer agent, for such shares. The obligations of the Company under the Plan shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to a Participant or to utilize any other withholding method prescribed by the Committee from time to time. However, in such cases Participants may elect, subject to the approval of the Committee, acting in its sole discretion, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold shares of Stock to satisfy their tax obligations. All elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee deems appropriate. If shares of Stock are withheld to satisfy an applicable withholding requirement, the shares of Stock withheld shall have a Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction, *provided*, *however*, if shares of Stock are withheld to satisfy a withholding requirement imposed by a country other than the United States, the amount withheld may exceed such minimum, provided that it is not in excess of the actual amount required to be withheld with respect to the Participant under applicable tax law or regulations.

10.8. *Company Charter and By-Laws; Other Company Policies.* This Plan and all Awards granted hereunder are subject to the charter and By-Laws of the Company, as they may be amended from time to time, and all other Company policies duly adopted by the Board, the Committee or any other committee of the Board and as in effect from time to time regarding the acquisition, ownership or sale of Stock by officers, employees, directors, consultants, advisors and other service providers, including, without limitation, policies intended to limit the potential for insider trading and to avoid or recover compensation payable or paid on the basis of inaccurate financial results or statements, employee conduct, and other similar events.

11. Reservation of Stock

The Company shall at all times during the term of the Plan and any outstanding Awards granted hereunder reserve or otherwise keep available such number of shares of Stock as will be sufficient to satisfy the requirements of the Plan (if then in effect) and the Awards and shall pay all fees and expenses necessarily incurred by the Company in connection therewith.

12. Limitation of Rights in Stock; No Special Service Rights

A Participant shall not be deemed for any purpose to be a stockholder of the Company with respect to any of the shares of Stock subject to an Award, unless and until a certificate shall have been issued therefor and delivered to the Participant or his agent, or the Stock shall be issued through the direct registration system of the Company's transfer agent. Any Stock to be issued pursuant to Awards granted under the Plan shall be subject to all restrictions upon the transfer thereof which may be now or hereafter imposed by the certificate or articles of incorporation and the by-laws of the Company. Nothing contained in the Plan or in any Award Agreement shall confer upon any recipient of an Award any right with respect to the continuation of his or her employment or other association with the Company (or any Affiliate), or interfere in any way with the right of the Company (or any Affiliate), subject to the terms of any separate employment or consulting agreement or provision of law or corporate articles or by-laws to the contrary, at any time to terminate such employment or consulting agreement or to increase or decrease, or otherwise adjust, the other terms and conditions of the recipient's employment or other association with the Company and its Affiliates.

13. Unfunded Status of Plan

The Plan is intended to constitute an "unfunded" plan for incentive compensation, and the Plan is not intended to constitute a plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended. With respect to any payments not yet made to a Participant by the Company, nothing contained herein shall give any such Participant any rights that are greater than those of a general creditor of the Company. In its sole discretion, the Committee may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver Stock or payments with respect to Awards hereunder, *provided, however*, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

14. Nonexclusivity of the Plan

Neither the adoption of the Plan by the Board nor any action taken in connection with the adoption or operation of the Plan shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including without limitation, the granting of stock options and restricted stock other than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

15. No Guarantee of Tax Consequences

It is intended that all Awards shall be granted and maintained on a basis which ensures they are exempt from, or otherwise compliant with, the requirements of Section 409A of the Code, pertaining non-qualified plans of deferred compensation, and the Plan shall be governed, interpreted and enforced consistent with such intent. However, neither the Company nor any Affiliate, nor any director, officer, agent, representative or employee of either, guarantees to the Participant or any other person any particular tax consequences as a result of the grant of, exercise of rights under, or payment in respect of an Award, including but not limited to that an Option granted as an Incentive Option has or will qualify as an "incentive stock option" within the meaning of Section 422 of the Code or that the provisions and penalties of Section 409A of the Code will or will not apply and no person shall have any liability to a Participant or any other party if a payment under an Award that is intended to benefit from favorable tax treatment or avoid adverse tax treatment fails to realize such intention or for any action taken by the Board or the Committee with respect to the Award.

16. Termination and Amendment of the Plan

16.1. *Termination or Amendment of the Plan.* Subject to the limitations contained in Section 16.3 below, including specifically the requirement of stockholder approval, if applicable, the Board may at any time suspend or terminate the Plan or make such modifications of the Plan as it shall deem advisable. Unless the Board otherwise expressly provides, no amendment of the Plan shall affect the terms of any Award outstanding on the date of such amendment.

16.2. *Termination or Amendment of Outstanding Awards; Assumptions.* Subject to the limitations contained in Section 16.3 below, including specifically the requirement of stockholder approval, if applicable, the Committee may at any time:

(a) amend the terms of any Award theretofore granted, prospectively or retroactively, provided that the Award as amended is consistent with the terms of the Plan;

(b) within the limitations of the Plan, modify, extend or assume outstanding Awards or accept the cancellation of outstanding Awards or of outstanding stock options or other equity-based compensation awards granted by another issuer in return for the grant of new Awards for the same or a different number of shares of Stock and on the same or different terms and conditions (including but not limited to the exercise price of any Option); and

(c) offer to buy out for a payment in cash or cash equivalents an Award previously granted or authorize the recipient of an Award to elect to cash out an Award previously granted, in either case at such time and based upon such terms and conditions as the Committee shall establish.

16.3. *Limitations on Amendments, Etc.*

(a) Without the approval of the Company's stockholders, no amendment or modification of the Plan by the Board may (i) increase the number of shares of Stock which may be issued under the Plan, (ii) change the description of the persons eligible for Awards, or (iii) effect any other change for which stockholder approval is required by law or the rules of any relevant stock exchange.

(b) No action by the Board or the Committee pursuant to this Section 16 shall impair the rights of the recipient of any Award outstanding on the date of such amendment or modification of such Award, as the case may be, without the Participant's consent; *provided, however,* that no such consent shall be required (A) in the case of any amendment or termination of any outstanding Award that is permitted by any provision of this Plan that is set forth in Section 16.4 below, Section 8, Section 9 or in any other section of this Plan that is not Section 16.2 or (B) if the Board or Committee, as the case may be, (i) determines in its sole discretion and prior to the date of any Change of Control that such amendment or alteration either is required or advisable in order for the Company, the Plan or the Award to satisfy any law or regulation, including without limitation the provisions of Section 409A of the Code, or to meet the requirements of or avoid adverse financial accounting consequences under any accounting standard, (ii) determines in its sole discretion and prior to the date of any Change of Control that such amendment or alteration is not reasonably likely to significantly diminish the benefits provided under the Award, or that any such diminution has been adequately compensated, or (iii) reasonably determines on or after the date of Change of Control that such amendment or alteration either is required or advisable in order for the Company, the Plan or the Award to satisfy any law or regulation, including without limitation the provisions of Section 409A of the Code.

16.4 *Option Repricing.* Notwithstanding anything in Section 16.3 express or implied to the contrary, the Committee is expressly authorized to amend any or all outstanding Options at any time and from time to time to effect a repricing thereof by lowering the exercise price applicable to the shares of Stock subject to such Option or Options without the consent or approval of the stockholders of the Company or the holder or holders of such Option or Options, and, in connection with such repricing, to amend or modify any of the other terms of the Option or Options so repriced, including, without limitation, for purposes of reducing the number of shares subject to such Option or Options or for purposes of adversely affecting the provisions applicable to such Option or Options that relate to the vesting or exercisability thereof, in each case without the approval or consent of stockholders of the Company or the holder or holders of such Option or Options.

17. Notices and Other Communications

Any communication or notice required or permitted to be given under the Plan shall be in such form as the Committee may determine from time to time. If a notice, demand, request or other communication is required or permitted to be given in writing, then any such notice, demand, request or other communication hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or telecopied with a confirmation copy by regular, certified or overnight mail, addressed or telecopied, as the case may be, (i) if to the recipient of an Award, at his or her residence address last filed with the Company and (ii) if to the Company, at its principal place of business, addressed to the attention of its Treasurer, or to such other address or telecopier number, as the case may be, as the addressee may have designated by notice to the addressor. All such notices, requests, demands and other communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of mailing, when received by the addressee; and (iii) in the case of facsimile transmission, when confirmed by facsimile machine report.

18. Governing Law

The Plan and all Award Agreements and actions taken hereunder and thereunder shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

Exhibit 10.2

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between ArTara Therapeutics, Inc. (the "Company"), and Jesse Shefferman ("Executive") (collectively referred to as the "Parties" or individually referred to as a "Party").

R E C I T A L S

WHEREAS, the Company, Proteon Therapeutics, Inc., and REM 1 Acquisition, Inc. have entered into that certain Agreement and Plan of Merger and Reorganization (as amended, modified, or supplemented from time to time in accordance with its terms, the "Merger Agreement"). The effective date of this Agreement will be the date upon which the Parties fully execute this Agreement (the "Effective Date"). If the anticipated transactions contemplated in the Merger Agreement are not consummated, then this Agreement will have no effect, will not be binding on the Company (or any of its affiliates) or on Executive, shall terminate as of the termination of the Merger Agreement, and neither Executive nor the Company (or any of its affiliates) shall have rights or obligations hereunder;

WHEREAS, subject to the foregoing, the Company desires to employ Executive as its Chief Executive Officer, and to enter into an agreement embodying the terms of such employment; the Company desires for Executive to serve as a member of its Board of Directors during the Employment Term; and Executive desires to accept such employment and enter into such an agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the Parties agree as follows:

1. Duties and Scope of Employment.

(a) Positions and Duties. As of the Effective Date, Executive will serve as Chief Executive Officer of the Company. Executive will render such business and professional services in the performance of Executive's duties, consistent with Executive's position within the Company, as shall reasonably be assigned to Executive by the Company's Board of Directors (the "Board"). The period of Executive's at-will employment under the terms of this Agreement is referred to herein as the "Employment Term."

(b) Board Membership. During the Employment Term, Executive will serve as a member of the Board, subject to any required Board and/or stockholder approval.

(c) Obligations. During the Employment Term, Executive will perform Executive's duties faithfully and to the best of Executive's ability and will devote Executive's full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Company's Board.

2. At-Will Employment. Subject to Sections 7, 8, and 9 below, the parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice, for any reason or no reason. Executive understands and agrees that neither Executive's job performance nor promotions, commendations, bonuses or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of Executive's employment with the Company.

3. Compensation.

(a) Base Salary. During the Employment Term prior to the Closing (as defined in the Merger Agreement), the Company will pay Executive as compensation for Executive's services a base salary at a rate of $365,000 per year, as modified from time to time at the discretion of the Board or a duly constituted committee of the Board (the "Base Salary"). During the Employment Term on and after the Closing Date, the Base Salary will increase to a rate of $510,000 per year, as modified from time to time at the discretion of the Board or a duly constituted committee of the Board (the "Base Salary"). The Base Salary will be paid in regular installments in accordance with the Company's normal payroll practices (subject to required withholding). Any increase in Base Salary (together with the then existing Base Salary) shall serve as the "Base Salary" for future employment under this Agreement. The first and last payment will be adjusted, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period.

(b) Annual Bonus. During the Employment Term prior to the Closing (as defined in the Merger Agreement), Executive will be eligible to earn an annual discretionary bonus with a target amount equal to 35% of the Base Salary. During the Employment Term on and after the Closing Date, the target amount will increase to 50% of the Base Salary. The amount of this bonus, if any, will be determined in the sole discretion of the Board and based on the performance of the Company during the calendar year. The Company will pay Executive this bonus, if any, on or about February 1st of the following calendar year. The bonus is not earned until paid and no pro-rated amount will be paid if Executive's employment terminates for any reason prior to the payment date.

(c) Special Bonus: Pursuant to terms agreed to by the Board of Directors at the March 5, 2019 Board meeting, Executive will receive a special bonus of $100,000.00, less applicable withholdings, upon successful close of a capital raise totaling $20,000,000 in new capital in ArTara

(d) Equity. As of the Closing Date, it will be recommended to the Board that the Company grants Executive an option to purchase the greater of 222,500 shares or the number of shares equal to 9.0% of the Company's fully-diluted, pro-forma shares on an as-converted basis giving consideration to the anticipated reverse split and adjustments to exchange ratio and closing cash, of the Company's common stock at the fair market value as determined by the Board as of the date of grant (the "Option"). To be eligible, Executive must still be employed by the Company when the Board grants the Option. It is intended that the Option shall, to the extent it so qualifies, be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder. Subject to the accelerated vesting provisions set forth herein, the Option will vest as to 25% of the shares subject to the Option one year after the date of grant, and as to 1/48th of the shares subject to the Option monthly thereafter, so that the Option will be fully vested and exercisable four (4) years from the date of grant, subject to Executive's Continuous Service Status (as defined in the Plan) to the Company through the relevant vesting dates. The Option will be subject to the terms, definitions and provisions of the Proteon Therapeutics, Inc. Amended and Restated 2014 Equity Incentive Plan or any successor plan of the Company (the "Option Plan") and the stock option agreement by and between Executive and the Company (the "Option Agreement"), both of which documents are incorporated herein by reference.

(i) Executive will be eligible to receive awards of stock options, restricted stock or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or a committee of the Board shall determine in its discretion whether Executive shall be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.

4. Employee Benefits. During the Employment Term, Executive will be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, the Company's group medical, dental, vision, disability, life insurance, and flexible-spending account plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

5. Business Expenses. During the Employment Term, the Company will reimburse Executive for reasonable business travel, entertainment or other business expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

6. Termination on Death or Disability.

(a) Effectiveness. Executive's employment will terminate automatically upon Executive's Death or, upon fourteen (14) days prior written notice from the Company, in the event of Disability.

(b) Effect of Termination. Upon any termination for death or Disability, Executive or his dependents shall be entitled to: (i) Executive's Base Salary through the effective date of termination; (ii) the right to continue health care benefits under Title X of the Consolidated Budget Reconciliation Act of 1985, as amended ("COBRA"), at the Company's expense for a period of six (6) months (for the benefit of his estate to obtain alternative benefits coverage and to the extent required and available by law); (iii) reimbursement of expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; and (iv) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

7. Involuntary Termination for Cause; Resignation Without Good Reason.

(a) Effectiveness. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment at any time for Cause or Executive may resign from Executive's employment with the Company at any time without Good Reason. Termination for Cause, or Executive's resignation without Good Reason, shall be effective on the date either Party gives notice to the other Party of such termination in accordance with this Agreement unless otherwise agreed by the Parties. In the event that the Company accelerates the effective date of a resignation, such acceleration shall not be construed as a termination of Executives employment by the Company or deemed Good Reason for such resignation.

(b) Effect of Termination. In the case of the Company's termination of Executive's employment for Cause, or Executive's resignation without Good Reason, Executive shall be entitled to receive: (i) Base Salary through the effective date of the termination or resignation, as applicable; (ii) reimbursement of all business expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; (iii) the right to continue health care benefits under COBRA, at Executive's cost, to the extent required and available by law; and (iv) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

8. Involuntary Termination Without Cause; Resignation for Good Reason.

(a) Effect of Termination. The Company shall be entitled to terminate Executive with or without Cause at any time, subject to the following:

(i) If Executive is terminated by the Company involuntarily without Cause (excluding any termination due to death or Disability) or Executive resigns for Good Reason, then, subject to the limitations of Sections 8(b) and 25 below, Executive shall be entitled to receive: (A) Executive's Base Salary through the effective date of the termination or resignation; (B) a lump sum severance pay equal to eighteen (18) months of Executive's Base Salary; (C) a lump sum payment equal to 12 months of Executive's bonus at 100% of target (D) reimbursement of all business expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; (E) reimbursement of COBRA premium costs paid by the Company for the same level of coverage Executive had during employment for twelve (12) months; (F) pro-rata vesting of any outstanding equity awards to the extent that Executive is not employed through the one-year anniversary of the applicable grant date of such outstanding equity awards; (G) any unused and accrued vacation; and (H) no other severance or benefits of any kind, unless required by law or pursuant to any written Company plans or policies, as then in effect.

(b) Conditions Precedent. Any severance payments contemplated by Section 8(a) above are conditional on Executive: (i) continuing to comply with the terms of this Agreement and the Confidential Information Agreement; and (ii) signing and not revoking a separation agreement and release of known and unknown claims in the form provided by the Company (including nondisparagement and no cooperation provisions) (the "Release") and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the termination date or such earlier date required by the release (such deadline, the "Release Deadline"). If the Release does not become effective by the Release Deadline, Executive will forfeit any rights to severance or benefits under this Section 8 or elsewhere in this Agreement. Any severance payments or other benefits under this Agreement that would be considered Deferred Compensation Separation Benefits (as defined in Section 25) will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 25(b). Except as required by Section 25(b), any installment payments that would have been made to Employee during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments will be made as provided in this Agreement, unless subject to the 6-month payment delay described herein. Any severance payments under this Agreement that would not be considered Deferred Compensation Separation Benefits will be paid on, or, in the case of installments, will not commence until, the first payroll date that occurs on or after the date the Release becomes effective and any installment payments that would have been made to Executive during the period prior to the date the Release becomes effective following Executive's separation from service but for the preceding sentence will be paid to Executive on the first payroll date that occurs on or after the date the Release becomes effective. Notwithstanding the foregoing, this Section 8(b) shall not limit Executive's ability to obtain expense reimbursements under Section 5 or any other compensation or benefits otherwise required by law or in accordance with written Company plans or policies, as then in effect.

9. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" shall mean: (i) Executive's willful and continued failure to substantially perform the material duties and obligations under this Agreement (for reasons other than death or Disability), which failure, if curable within the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after receipt of written notice from the Company of such failure; (ii) Executive's failure or refusal to comply with the policies, standards and regulations established by the Company from time to time which results in a material loss, damage or injury directly to the Company, and, if curable in the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after receipt of written notice of such failure from the Company; (iii) any act of personal dishonesty, fraud, embezzlement, misrepresentation, or other unlawful act committed by Executive that benefits Executive at the expense of the Company; (iv) the Executive's violation of a federal or state law or regulation applicable to the Company's business; (v) the Executive's violation of, or a plea of nolo contendre or guilty to, a felony under the laws of the United States or any state; or (vi) the Executive's material breach of the terms of this Agreement or the Confidential Information Agreement (defined below).

(b) Change in Control. For purposes of this Agreement, "Change in Control" shall have the meaning attributed to such term in the Option Plan but shall not include the transaction contemplated by the Merger Agreement.

(c) Disability. For purposes of this Agreement, "Disability" means that Executive, at the time notice is given, has been unable to substantially perform Executive's duties under this Agreement for not less than one-hundred and twenty (120) work days within a twelve (12) consecutive month period as a result of Executive's incapacity due to a physical or mental condition and, if reasonable accommodation is required by law, after any reasonable accommodation.

(d) Good Reason. For purposes of this Agreement, "Good Reason" means Executive's written notice of Executive's intent to resign for Good Reason with a reasonable description of the grounds therefor within 10 days after the occurrence of one or more of the following without Executive's consent, and subsequent resignation within 30 days following the expiration of any Company cure period (discussed below): (i) a material reduction of Executive's duties, position or responsibilities; (ii) a material reduction in Executive's Base Salary (other than a reduction of not more than 10% that is applicable to similarly situated executives of the Company); (iii) a material breach of this Agreement by the Company; or (iv) a material change in the geographic location of Executive's primary work facility or location; provided, that a relocation of less than 50 miles from Executive's then present location will not be considered a material change in geographic location. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 30 days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than 30 days following the date of such notice if such act or omission is capable of cure.

10. Acceleration of Options; Change in Control. If within twelve (12) months following a Change in Control (as defined above) the Company or the successor corporation terminates Executive's employment with the Company or successor corporation for other than Cause, death or Disability, then Executive shall be entitled to acceleration of 100% of Executive's then-unvested and outstanding equity awards.

11. Company Matters.

(a) Proprietary Information and Inventions. In connection with Executive's employment with the Company, Executive will receive and have access to Company confidential information and trade secrets. Accordingly, enclosed with this Agreement is an Employee Confidential Information and Inventions Assignment Agreement (the "Confidential Information 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 Confidential Information Agreement and only sign it after careful consideration.

(b) Resignation on Termination. On termination of Executive's employment, regardless of the reason for such termination, Executive shall immediately (and with contemporaneous effect) resign any directorships, offices or other positions that Executive may hold in the Company or any affiliate, unless otherwise agreed in writing by the Parties.

(c) Notification of New Employer. In the event that Executive leaves the employ of the Company, Executive grants consent to notification by the Company to Executive's new employer about Executive's rights and obligations under this Agreement and the Confidential Information Agreement.

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

13. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of Executive's right to compensation or other benefits will be null and void.

14. Notices. All notices, requests, demands and other communications called for under this Agreement shall be in writing and shall be delivered via e-mail, personally by hand or by courier, mailed by United States first-class mail, postage prepaid, or sent by facsimile directed to the Party to be notified at the address or facsimile number indicated for such Party on the signature page to this Agreement, or at such other address or facsimile number as such Party may designate by ten (10) days' advance written notice to the other Parties hereto. All such notices and other communications shall be deemed given upon personal delivery, three (3) days after the date of mailing, or upon confirmation of facsimile transfer or e- mail. Notices sent via e-mail under this Section shall be sent to either the e-mail address in this Agreement, or for e-mails sent by the Company to Executive, to the last e-mail address on file with the Company.

15. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.

16. Integration. This Agreement, together with the Option Plan, Option Agreement, and the Confidential Information Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.

17. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

18. Waiver. No Party shall be deemed to have waived any right, power or privilege under this Agreement or any provisions hereof unless such waiver shall have been duly executed in writing and acknowledged by the Party to be charged with such waiver. The failure of any Party at any time to insist on performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach

19. Governing Law. This Agreement will be governed by the laws of the State of New York (with the exception of its conflict of laws provisions).

20. Acknowledgment. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from Executive's legal counsel, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

22. Effect of Headings. The section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.

23. Construction of Agreement. This Agreement has been negotiated by the respective Parties, and the language shall not be construed for or against either Party.

24. Parachute Payments. If any payment or benefit Executive would receive from the Company or otherwise in connection with a Change in Control or other similar transaction (a "280G Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then any such 280G Payment (a "Payment") shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "Reduction Method") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "Pro Rata Reduction Method"). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(a) Unless Executive and the Company agree on an alternative accounting firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction triggering the Payment shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control transaction, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within 15 calendar days after the date on which Executive's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(b) If Executive receive a Payment for which the Reduced Amount was determined pursuant to clause (x) of the first paragraph of this Section and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive shall promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of the first paragraph of this Section so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) in the first paragraph of this Section, Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

25. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Compensation Separation Benefits that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(c) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (a) above.

(d) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Compensation Separation Benefits for purposes of clause (a) above. For purposes of this Agreement, "Section 409A Limit" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding Executive's taxable year of Executive's termination of employment as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

(e) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

[*Remainder of page is intentionally blank; Signature page follows*]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the day and year first above written.

"COMPANY"

ArTara Therapeutics, Inc.

By: /s/ Luke Beshar

Title: ArTara Chairperson

"EXECUTIVE"

Jesse Shefferman

/s/ Jesse Shefferman
Executive Name

Enclosures
Duplicate Executive Employment Agreement
Employee Confidential Information and Inventions Assignment Agreement
New York Wage Notice Form (LS 59)
New York City Pregnancy Notice
New York City Earned Safe and Sick Time Act – Notice of Rights
New York City Notice Regarding Sexual Harassment

ARTARA THERAPEUTICS, INC.

December 4, 2019

Jesse Shefferman
c/o ArTara Therapeutics, Inc.
1 Little West 12th Street
New York, NY 10014

Re: Amendment to Employment Agreement

Dear Jesse:

Reference is hereby made to the Executive Employment Agreement (the "***Agreement***"), dated November 5, 2019, by and between you and ArTara Therapeutics, Inc. (the "***Company***"). The purpose of this letter is to clarify the intent of certain sections of the Agreement.

Section 3(c) of the Agreement is hereby deleted and replaced with the following:

"(c) Special Bonus. Pursuant to terms agreed to by the Board of Directors at its March 5, 2019 Board meeting, Executive shall be entitled to receive a special bonus of $100,000.00, less applicable withholdings, upon successful close of a capital raise totaling $20,000,000.00 in new capital in the Company (which, for clarity, shall include both the pre-Merger Company and the surviving corporation in the Merger)."

The first sentence of Section 3(d) of the Agreement is hereby deleted and replaced with the following:

"(d) Equity. As of the Closing (as defined in the Merger Agreement), it will be recommended to the Board of Directors of the Company (which, for clarity, shall be the surviving corporation in the Merger) that the Company grant to Executive an option to purchase a number of shares of the Company's (which, for clarity, shall be the surviving corporation in the Merger) Common Stock equal to the greater of (x) 222,500 shares or (y) such number of shares of Common Stock, such that, following the grant, Executive shall hold an aggregate number of shares (directly or indirectly, and including shares subject to outstanding stock options and other equity compensation awards then outstanding) equal to 9.0% of the Company's fully-diluted shares, measured as of immediately following the Closing and after giving consideration to any stock splits and adjustments made in connection with the Merger, in either case, at the fair market value as determined by the Board as of the date of grant (the "Option")."

Except as otherwise set forth in this letter, the Agreement shall remain in full force and effect in accordance with its terms and conditions. This letter constitutes the entire agreement between you and the Company regarding the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral, concerning the clarification of the Agreement described herein.

Please execute this letter where indicated below to confirm such amendment to and clarification of the Agreement as described in this letter.

Best regards,

ARTARA THERAPEUTICS, INC.

By: /s/ Luke Beshar
Name: Luke Beshar
Title: Director

Agreed and Accepted:

/s/ Jesse Shefferman
Jesse Shefferman

December 4, 2019
Date:

Exhibit 10.3

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (this "Agreement") is entered into by and between ArTara Therapeutics, Inc. (the "Company"), and Jacqueline Zummo, PhD, MPH, MBA ("Executive") (collectively referred to as the "Parties" or individually referred to as a "Party").

R E C I T A L S

WHEREAS, the Company, Proteon Therapeutics, Inc., and REM 1 Acquisition, Inc. have entered into that certain Agreement and Plan of Merger and Reorganization (as amended, modified, or supplemented from time to time in accordance with its terms, the "Merger Agreement"). The effective date of this Agreement will be the date upon which the Parties fully execute this Agreement (the "Effective Date"). If the anticipated transactions contemplated in the Merger Agreement are not consummated, then this Agreement will have no effect, will not be binding on the Company (or any of its affiliates) or on Executive, shall terminate as of the termination of the Merger Agreement, and neither Executive nor the Company (or any of its affiliates) shall have rights or obligations hereunder;

WHEREAS, subject to the foregoing, the Company desires to employ Executive as its Vice President, Clinical Operations & Medical Affairs, and to enter into an agreement embodying the terms of such employment; and Executive desires to accept such employment and enter into such an agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and mutual covenants herein and for other good and valuable consideration, the Parties agree as follows:

1. Duties and Scope of Employment.

(a) Positions and Duties. As of the Effective Date, Executive will serve as Senior Vice President, Operations of the Company. Executive will render such business and professional services in the performance of Executive's duties, consistent with Executive's position within the Company, as shall reasonably be assigned to Executive by the Company's Chief Executive Officer. The period of Executive's at-will employment under the terms of this Agreement is referred to herein as the "Employment Term."

(b) Obligations. During the Employment Term, Executive will perform Executive's duties faithfully and to the best of Executive's ability and will devote Executive's full business efforts and time to the Company. For the duration of the Employment Term, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any direct or indirect remuneration without the prior approval of the Company's Chief Executive Officer.

2. At-Will Employment. Subject to Sections 7, 8, and 9 below, the parties agree that Executive's employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice, for any reason or no reason. Executive understands and agrees that neither Executive's job performance nor promotions, commendations, bonuses or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of Executive's employment with the Company.

3. Compensation.

(a) Base Salary. During the Employment Term prior to the Closing (as defined in the Merger Agreement), the Company will pay Executive as compensation for Executive's services a base salary at a rate of $305,000 per year, as modified from time to time at the discretion of the Board or a duly constituted committee of the Board (the "Base Salary"). During the Employment Term on and after the Closing Date, the Base Salary will increase to a rate of $325,000 per year, as modified from time to time at the discretion of the Board or a duly constituted committee of the Board (the "Base Salary"). The Base Salary will be paid in regular installments in accordance with the Company's normal payroll practices (subject to required withholding). Any increase in Base Salary (together with the then existing Base Salary) shall serve as the "Base Salary" for future employment under this Agreement. The first and last payment will be adjusted, if necessary, to reflect a commencement or termination date other than the first or last working day of a pay period.

(b) Annual Bonus. During the Employment Term prior to the Closing (as defined in the Merger Agreement), Executive will be eligible to earn an annual discretionary bonus with a target amount equal to 25% of the Base Salary. During the Employment Term on and after the Closing Date, the target amount will increase to 30% of then current Base Salary. The amount of this bonus, if any, will be determined in the sole discretion of the CEO with input from the Board and based, in part, on Executive's performance and the performance of the Company during the calendar year. The bonus may be greater or lesser than the Target Bonus and may be zero based upon the achievement of agreed upon corporate and/or individual goals. The Company will pay Executive this bonus, if any, on or about February 1st of the following calendar year. The bonus is not earned until paid and no pro-rated amount will be paid if Executive's employment terminates for any reason prior to the payment date except as specified in Sections 7, 8 and 9.

(c) Equity. As of the Closing Date, it will be recommended to the Board that the Company grants Executive an option to purchase the greater of 45,500 shares or the number of shares equal to 1% of the Company's fully-diluted pro-forma shares giving consideration to the anticipated reverse split and adjustments to exchange ratio and closing cash, of the Company's common stock at the fair market value as determined by the Board as of the date of grant (the "Option"). To be eligible, Executive must still be employed by the Company when the Board grants the Option. It is intended that the Option shall, to the extent it so qualifies, be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder. Subject to the accelerated vesting provisions set forth herein, the Option will vest as to 25% of the shares subject to the Option one year after the date of grant, and as to 1/48th of the shares subject to the Option monthly thereafter, so that the Option will be fully vested and exercisable four (4) years from the date of grant, subject to Executive's Continuous Service Status (as defined in the Plan) to the Company through the relevant vesting dates. The Option will be subject to the terms, definitions and provisions of the Proteon Therapeutics, Inc. Amended and Restated 2014 Equity Incentive Plan or any successor plan of the Company (the "Option Plan") and the stock option agreement by and between Executive and the Company (the "Option Agreement"), both of which documents are incorporated herein by reference.

(i) Executive will be eligible to receive awards of stock options, restricted stock or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or a committee of the Board shall determine in its discretion and guided by market benchmarks whether Executive shall be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time.

4. Employee Benefits. During the Employment Term, Executive will be eligible to participate in the employee benefit plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company, including, without limitation, the Company's group medical, dental, vision, disability, life insurance, and flexible-spending account plans. The Company reserves the right to cancel or change the benefit plans and programs it offers to its employees at any time.

5. Business Expenses. During the Employment Term, the Company will reimburse Executive for reasonable business travel, entertainment or other business expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

6. Termination on Death or Disability.

(a) Effectiveness. Executive's employment will terminate automatically upon Executive's Death or, upon fourteen (14) days prior written notice from the Company, in the event of Disability.

(b) Effect of Termination. Upon any termination for death or Disability, Executive or his or her dependents shall be entitled to: (i) Executive's Base Salary through the effective date of termination; (ii) the right to continue health care benefits under Title X of the Consolidated Budget Reconciliation Act of 1985, as amended ("COBRA"), at the Company's expense for a period of six (6) months, to the extent required and available by law; (iii) reimbursement of expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; and (iv) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

7. Involuntary Termination for Cause; Resignation Without Good Reason.

(a) Effectiveness. Notwithstanding any other provision of this Agreement, the Company may terminate Executive's employment at any time for Cause or Executive may resign from Executive's employment with the Company at any time without Good Reason. Termination for Cause, or Executive's resignation without Good Reason, shall be effective on the date either Party gives notice to the other Party of such termination in accordance with this Agreement unless otherwise agreed by the Parties. In the event that the Company accelerates the effective date of a resignation, such acceleration shall not be construed as a termination of Executives employment by the Company or deemed Good Reason for such resignation.

(b) Effect of Termination. In the case of the Company's termination of Executive's employment for Cause, or Executive's resignation without Good Reason, Executive shall be entitled to receive: (i) Base Salary through the effective date of the termination or resignation, as applicable; (ii) reimbursement of all business expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; (iii) the right to continue health care benefits under COBRA, at Executive's cost, to the extent required and available by law; and (iv) no other severance or benefits of any kind, unless required by law or pursuant to any other written Company plans or policies, as then in effect.

8. Involuntary Termination Without Cause; Resignation for Good Reason.

(a) Effect of Termination. The Company shall be entitled to terminate Executive with or without Cause at any time, subject to the following:

(i) If Executive is terminated by the Company involuntarily without Cause (excluding any termination due to death or Disability) for Executive resigns for Good Reason, then, subject to the limitations of Sections 8(b) and 25 below, Executive shall be entitled to receive: (A) Executive's Base Salary through the effective date of the termination or resignation; (B) a lump sum severance pay equal to nine (9) months of Executive's Base Salary; (C) a lump sum payment equal to nine (9) months of Executive's bonus at target; (D) reimbursement of all business expenses for which Executive is entitled to be reimbursed pursuant to Section 5 above, but for which Executive has not yet been reimbursed; (E) reimbursement of any premium costs paid by Executive for the same level of coverage Executive had during employment for nine (9) months; (F) pro-rata vesting of any outstanding equity awards to the extent that Executive is not employed through the one-year anniversary of the applicable grant date of such outstanding equity awards; (G) any unused and accrued vacation and (H) no other severance or benefits of any kind, unless required by law or pursuant to any written Company plans or policies, as then in effect.

(b) Conditions Precedent. Any severance payments contemplated by Section 8(a) above are conditional on Executive: (i) continuing to comply with the terms of this Agreement and the Confidential Information Agreement; and (ii) signing and not revoking a separation agreement and release of known and unknown claims in the form provided by the Company (including nondisparagement and no cooperation provisions) (the "Release") and provided that such Release becomes effective and irrevocable no later than sixty (60) days following the termination date or such earlier date required by the release (such deadline, the "Release Deadline"). If the Release does not become effective by the Release Deadline, Executive will forfeit any rights to severance or benefits under this Section 8 or elsewhere in this Agreement. Any severance payments or other benefits under this Agreement that would be considered Deferred Compensation Separation Benefits (as defined in Section 25) will be paid on, or, in the case of installments, will not commence until, the sixtieth (60th) day following Executive's separation from service, or, if later, such time as required by Section 25(b). Except as required by Section 25(b), any installment payments that would have been made to Employee during the sixty (60) day period immediately following Executive's separation from service but for the preceding sentence will be paid to Executive on the sixtieth (60th) day following Executive's separation from service and the remaining payments will be made as provided in this Agreement, unless subject to the 6-month payment delay described herein. Any severance payments under this Agreement that would not be considered Deferred Compensation Separation Benefits will be paid on, or, in the case of installments, will not commence until, the first payroll date that occurs on or after the date the Release becomes effective and any installment payments that would have been made to Executive during the period prior to the date the Release becomes effective following Executive's separation from service but for the preceding sentence will be paid to Executive on the first payroll date that occurs on or after the date the Release becomes effective. Notwithstanding the foregoing, this Section 8(b) shall not limit Executive's ability to obtain expense reimbursements under Section 5 or any other compensation or benefits otherwise required by law or in accordance with written Company plans or policies, as then in effect.

9. Definitions.

(a) Cause. For purposes of this Agreement, "Cause" shall mean: (i) Executive's willful and continued failure to substantially perform the material duties and obligations under this Agreement (for reasons other than death or Disability), which failure, if curable within the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after receipt of written notice from the Company of such failure; (ii) Executive's failure or refusal to comply with the policies, standards and regulations established by the Company from time to time which results in a material loss, damage or injury directly to the Company, and if curable in the discretion of the Company, is not cured to the reasonable satisfaction of the Company within thirty (30) days after receipt of written notice of such failure from the Company; (iii) any act of personal dishonesty, fraud, embezzlement, misrepresentation, or other unlawful act committed by Executive that benefits Executive at the expense of the Company; (iv) the Executive's violation of a federal or state law or regulation applicable to the Company's business; (v) the Executive's violation of, or a plea of *nolo contendre* or guilty to, a felony under the laws of the United States or any state; or (vi) the Executive's material breach of the terms of this Agreement or the Confidential Information Agreement (defined below).

(b) Change in Control. For purposes of this Agreement, "Change in Control" shall have the meaning attributed to such term in the Option Plan but shall not include the transaction contemplated by the Merger Agreement.

(c) Disability. For purposes of this Agreement, "Disability" means that Executive, at the time notice is given, has been unable to substantially perform Executive's duties under this Agreement for not less than one-hundred and twenty (120) work days within a twelve (12) consecutive month period as a result of Executive's incapacity due to a physical or mental condition and, if reasonable accommodation is required by law, after any reasonable accommodation.

(d) Good Reason. For purposes of this Agreement, "Good Reason" means Executive's written notice of Executive's intent to resign for Good Reason with a reasonable description of the grounds therefor within 10 days after the occurrence of one or more of the following without Executive's consent, and subsequent resignation within 30 days following the expiration of any Company cure period (discussed below): (i) a material diminution of Executive's duties, position or responsibilities; (ii) a material diminution in Executive's Base Salary (other than a reduction of not more than 10% that is applicable to similarly situated executives of the Company); (iii) any other action or inaction that a material breach of this Agreement by the Company; or (iv) a material change in the geographic location of Executive's primary work facility or location; provided, that a relocation of less than 50 miles from Executive's then present location will not be considered a material change in geographic location. Executive will not resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within 30 days of the initial existence of the grounds for "Good Reason" and a reasonable cure period of not less than 30 days following the date of such notice if such act or omission is capable of cure.

10. Acceleration of Options; Change in Control. If within eighteen (18) months following a Change in Control (as defined above) the Company or the successor corporation terminates Executive's employment with the Company or successor corporation for other than Cause, death or Disability, then Executive shall be entitled to acceleration of 100% of Executive's then-unvested and outstanding equity awards.

11. Company Matters.

(a) Proprietary Information and Inventions. In connection with Executive's employment with the Company, Executive will receive and have access to Company confidential information and trade secrets. Accordingly, enclosed with this Agreement is an Employee Confidential Information and Inventions Assignment Agreement (the "Confidential Information 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 Confidential Information Agreement and only sign it after careful consideration.

(b) Resignation on Termination. On termination of Executive's employment, regardless of the reason for such termination, Executive shall immediately (and with contemporaneous effect) resign any directorships, offices or other positions that Executive may hold in the Company or any affiliate, unless otherwise agreed in writing by the Parties.

(c) Notification of New Employer. In the event that Executive leaves the employ of the Company, Executive grants consent to notification by the Company to Executive's new employer about Executive's rights and obligations under this Agreement and the Confidential Information Agreement.

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

13. Assignment. This Agreement will be binding upon and inure to the benefit of (a) the heirs, executors and legal representatives of Executive upon Executive's death and (b) any successor of the Company. Any such successor of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company. None of the rights of Executive to receive any form of compensation payable pursuant to this Agreement may be assigned or transferred except by will or the laws of descent and distribution. Any other attempted assignment, transfer, conveyance or other disposition of
Executive's right to compensation or other benefits will be null and void.

14. Notices. All notices, requests, demands and other communications called for under this Agreement shall be in writing and shall be delivered via e-mail, personally by hand or by courier, mailed by United States first-class mail, postage prepaid, or sent by facsimile directed to the Party to be notified at the address or facsimile number indicated for such Party on the signature page to this Agreement, or at such other address or facsimile number as such Party may designate by ten (10) days' advance written notice to the other Parties hereto. All such notices and other communications shall be deemed given upon personal delivery, three (3) days after the date of mailing, or upon confirmation of facsimile transfer or e-mail. Notices sent via e-mail under this Section shall be sent to either the e-mail address in this Agreement, or for e-mails sent by the Company to Executive, to the last e-mail address on file with the Company.

15. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision.

16. Integration. This Agreement, together with the Option Plan, Option Agreement, and the Confidential Information Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto.

17. Tax Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable taxes.

18. Waiver. No Party shall be deemed to have waived any right, power or privilege under this Agreement or any provisions hereof unless such waiver shall have been duly executed in writing and acknowledged by the Party to be charged with such waiver. The failure of any Party at any time to insist on performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof. No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach

19. Governing Law. This Agreement will be governed by the laws of the State of New York (with the exception of its conflict of laws provisions).

20. Acknowledgment. Executive acknowledges that Executive has had the opportunity to discuss this matter with and obtain advice from Executive's legal counsel, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

21. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

22. Effect of Headings. The section and subsection headings contained herein are for convenience only and shall not affect the construction hereof.

23. Construction of Agreement. This Agreement has been negotiated by the respective Parties, and the language shall not be construed for or against either Party.

24. Parachute Payments. If any payment or benefit Executive would receive from the Company or otherwise in connection with a Change in Control or other similar transaction (a "280G Payment") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then any such 280G Payment (a "Payment") shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "Reduction Method") that results in the greatest economic benefit for Executive. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "Pro Rata Reduction Method"). Notwithstanding the foregoing, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A of the Code that would not otherwise be subject to taxes pursuant to Section 409A of the Code, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A of the Code as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for Executive as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A of the Code shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A of the Code.

(a) Unless Executive and the Company agree on an alternative accounting firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction triggering the Payment shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the Change in Control transaction, the Company shall appoint a nationally recognized accounting firm to make the determinations required hereunder. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to Executive and the Company within 15 calendar days after the date on which Executive's right to a 280G Payment becomes reasonably likely to occur (if requested at that time by Executive or the Company) or such other time as requested by Executive or the Company.

(b) If Executive receive a Payment for which the Reduced Amount was determined pursuant to clause (x) of the first paragraph of this Section and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, Executive shall promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of the first paragraph of this Section so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) in the first paragraph of this Section, Executive shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

25. Section 409A.

(a) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A.

(b) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination (other than due to death), then the Deferred Compensation Separation Benefits that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(c) Any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations will not constitute Deferred Compensation Separation Benefits for purposes of clause (a) above.

(d) Any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit will not constitute Deferred Compensation Separation Benefits for purposes of clause (a) above. For purposes of this Agreement, "Section 409A Limit" will mean the lesser of two (2) times: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding Executive's taxable year of Executive's termination of employment as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive's employment is terminated.

(e) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

[*Remainder of page is intentionally blank; Signature page follows*]

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the day and year first above written.

"COMPANY"

ArTara Therapeutics, Inc.

By: /s/ Jesse Shefferman

Address:
1 Little West 12th Street
New York, NY 10014
Attn: Jesse Shefferman, CEO

"EXECUTIVE"

Jacqueline Zummo, PhD, MPH, MBA

/s/ Jacqueline Zummo
Executive Name

Enclosures
Duplicate Executive Employment Agreement
Employee Confidential Information and Inventions Assignment Agreement
New York Wage Notice Form (LS 59)
New York City Pregnancy Notice
New York City Earned Safe and Sick Time Act – Notice of Rights
New York City Notice Regarding Sexual Harassment

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY […*…], HAS BEEN OMITTED BECAUSE ARTARA THERAPEUTICS, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ARTARA THERAPEUTICS, INC. IF PUBLICLY DISCLOSED.**

CHOLINE LICENSE AGREEMENT

This Choline License Agreement (this "Agreement") is entered into on the Effective Date by and between ALAN L. BUCHMAN, M.D. an individual with an address of […***…] ("LICENSOR"), and ARTARA THERAPEUTICS, INC., a Delaware corporation located at 55 Jane Street, New York, NY 10014 ("LICENSEE"), each individually referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, LICENSOR has discovered the use of intravenous choline as a treatment and preventative for choline deficiency in patients that require parenteral nutrition (PN) and for Intestinal Failure Associated Liver Disease (IFALD), has obtained certain orphan designations and an IND therefore, and has data and intellectual property rights therein.

WHEREAS, LICENSOR desires to grant to LICENSEE, and LICENSEE desires to receive from LICENSOR, license rights in and to the Licensed Orphan Designations (as defined below), the Licensed IND (as defined below), Existing Study Data (as defined below), and Licensed Know-How (as defined below) according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

1. DEFINITIONS

1.1. "Affiliate" means, with respect to any Person, any other Person that directly or indirectly, controls, is controlled by, or is under common control with such Person, including any partner, officer, director, or member of such Person. For purposes of this definition, "control" means the ability to vote greater than fifty percent (>50%) of the outstanding stock or other voting rights entitled to elect directors of such Person.

1.2. "Confidential Information" has the meaning provided in Section 7.1.

1.3. "Distributor" means an unaffiliated third Person that purchases (directly or on consignment) Licensed Product from LICENSEE, for resale of such Licensed Product to End-Users.

1.4. "Effective Date" means the latest date on which the Parties execute this Agreement.

1.5. "End-User" means a third Person that by sale, transfer, use, or disposition has received Licensed Product from LICENSEE or its Distributors for that third Person's use or consumption of the Licensed Product.

1.6. "Equity Agreement" has the meaning provided in Section 4.10.

1.7. "Existing Study Data" means all of LICENSOR's collection of data, results and documents from previously performed research relating to one or more of the Licensed Indications as further identified on Exhibit 1.7.

1.8. "FDA" means the United States Food and Drug Administration or any successor or replacement entities thereof.

1.9. "IND Package" means the completed or partially completed package of documents, including the Licensed IND, Existing Study Data, Licensed Know-How, and/or Licensed Orphan Designations, organized and packaged by LICENSEE for submission to the FDA.

1.10. "Licensed IND" means the investigative new drug application relating to one or more of the Licensed Indications number 38,022 filed by LICENSOR with the FDA.

1.11. "Licensed Indications" means the use of intravenous choline chloride as a treatment and preventative for choline deficiency in patients that require parenteral nutrition (PN) and for Intestinal Failure Associated Liver Disease (IFALD).

1.12. "Licensed Know-How" means any non-patentable (or unpatented) technical information, expertise, know-how and show-how developed and/or discovered by LICENSOR prior to the Effective Date of this Agreement or after the Effective Date of this Agreement (if disclosure of such Know-How developed or discovered after the Effective Date has been requested by LICENSEE), relating to one or more of the Licensed Orphan Designations, the Licensed IND or that is useful for the development and/or commercial exploitation of the Licensed Products (including, ideas, research, medical insights, technical data, technology, results, improvements, research protocols, clinical trial designs, and other similar information) that is not in the public domain and is disclosed by LICENSOR to LICENSEE or its Affiliates prior to or during the Term.

1.13. "Licensed Orphan Designations" means:

(a) approved Orphan Designations obtained by LICENSOR entitled:

(i) Prevention and/or Treatment of Choline Deficiency in Patients on Long-Term Parenteral Nutrition issued by the FDA on July 20, 2006, and

(ii) Treatment of Choline Deficiency, Specifically the Choline Deficiency, Hepatic Steatosis, and Cholestasis Associated with Long-Term Parenteral Nutrition issued by the FDA on February 10, 1994;

(b) applications for Orphan Designation filed by LICENSOR entitled (with the understanding that title can change during approval process):

(i) *Choline Chloride for the Prevention of Intestinal Failure Associated Liver Disease* (EMA/OD/080/17), *Choline Chloride for the Treatment of Intestinal Failure Associated Liver Disease* (EMA/OD/081/17), *Choline Chloride for the Prevention of Choline Deficiency* (EMA/OD/082/17), and *Choline Chloride for the Treatment of Choline Deficiency* (EMA/OD/083/17), each received by the European Medicines Agency on May 19, 2017; and

(ii) an application for orphan status filed by LICENSOR relating to the Licensed Indications and received by the Therapeutic Goods Administration of Australia on May 11, 2017, and

(c) any foreign and domestic, counterpart, supplementary, adult, pediatric, extension, substitution, and confirmation application or designation for the designations of part (a) and the applications of part (b) which may be filed (at LICENSEE's sole discretion) or approved during the Term, including (i) applications and designations based on the designations of part (a) or applications of part (b), (ii) new filings in other countries having an Orphan Designation program, or (iii) applications and designations incorporating or based on Existing Study Data or Licensed Know-How, in all cases for the Licensed Indications.

1.14. "Licensed Product" means any active pharmaceutical compound or composition, biologic, medical food or device developed by or on behalf of LICENSEE or its Sublicensees (i) within the scope of the Licensed IND, (ii) within the scope of the Licensed Orphan Designations, or (iii) which uses or incorporates the Existing Study Data and/or LICENSOR Know-How for one or more of the Licensed Indications. By way of non-limiting example, Licensed Product includes intravenous stand-alone choline chloride, choline chloride included in a multi-vitamin intravenous solution, and choline chloride in combination with one or more independently active ingredient(s) other than choline chloride, to the extent such Licensed Product (i) is within the scope of the Licensed IND or Licensed Orphan Designations, or (ii) uses or incorporates the Existing Study Data and/or LICENSOR Know-How for one or more of the Licensed Indications.

1.15. "LICENSEE Development Information" means all information, data (including, without limitation, testing, production, marketing and sales data), results, and documents generated by or on behalf of LICENSEE after the Effective Date with respect to LICENSEE's development and commercialization of Licensed Products. For the avoidance of doubt, "LICENSEE Development Information" shall not include any of the Existing Study Data, Licensed Know-How or Regulatory File as of the Effective Date.

1.16. "Net Sales" means the gross revenue received by LICENSEE (and Sublicensees, to the extent LICENSEE passes the royalty obligation of Section 4.6. and the records and audit requirements of Section 5.4. and Section 5.5., respectively, to a Sublicensee pursuant to Section 4.7.), from the bona fide arms-length sale, transfer, use, or disposition of Licensed Product to Distributors or End-Users, including a fair monetary value for each sale, transfer, use or other disposition of a Licensed Product that is not a bona fide arms-length transaction or that is for consideration other than monetary; in which case such consideration shall be valued at the fair market value of the Licensed Product within the country of the End-User of such Product determined as of the date of such sale, transfer, use or other disposition; less the following amounts to the extent they are usual, customary or acceptable in the pharmaceutical industry, actually pertain to the sale, transfer, use or disposition of such Licensed Products by LICENSEE, and are included in such gross revenue: (a) rebates or discounts based on volume, if any, allowed and actually granted in bona fide arms-length transactions; (b) credits or allowances to the extent given and taken for actual rejections and returns; and (c) any tax or governmental charge directly on sale or use of Licensed Products invoiced to and paid by LICENSEE, and not recovered from the Distributor or End-User and that is not reimbursable, refundable or creditable under the tax authority of any country. For the avoidance of doubt, resales of Licensed Products after the initial sale, transfer, use or disposition (that is a bona fide arms-length transaction, or if not a bona fide arms-length transaction, or for consideration other than monetary, then at a fair monetary value within the country of the End-User of such Product determined as of the date of such sale, transfer, use or other disposition) of such Products to or by a Distributor or Sublicensee, as the case may be, shall be excluded from the calculation of "Net Sales." Sales of Licensed Products for use in conducting clinical trials of such Products in a country in order to obtain the first regulatory approval of such Products in such country shall be excluded from the calculation of "Net Sales" *but solely* to the extent such sales are at the selling party's actual costs.

1.17. "Orphan Designation" means orphan status provided to pharmaceuticals, biologics, medical devices and medical food intended for the safe and effective treatment, diagnosis or prevention of rare diseases/disorders meeting certain criteria in the United States specified in the Orphan Drug Act and FDA's implementing regulations at 21 CFR Part 316, and including foreign equivalents thereof, including, criteria provided by the European Medicine's Agency's Committee for Orphan Medicinal Products (COMP), the Australian Government's Department of Health, Therapeutic Goods Administration, and the Ministry of Health, Labour and Welfare of Japan.

1.18. "Person" means an individual, corporation, company, co-operative, partnership, organization or any similar entity.

1.19. "PN Indication" means any disease or condition for which a patient requires intravenous feeding.

1.20. "Priority Review Voucher" means a Regulatory Authority issued document directed to one or more of the Licensed Indications, which is transferable, allowing LICENSEE or its bearer to have any one of its new drugs, biologics or other product reviewed under any one of the FDA's priority review systems or any counterpart voucher system of any other Regulatory Authority; including, the tropical disease voucher system (Section 1102 of Food and Drug Administration Amendments Act (FDAAA) of 2007), the rare pediatric voucher system (Food and Drug Administration Safety and Innovation Act (FDASIA) of 2012), and the medical countermeasures voucher system (21st Century Cures Act of 2016).

1.21. "Regulatory Authority" means, in respect of a particular country or jurisdiction, the governmental authority (any court, agency, department, authority or other instrumentality of any national, state, county, city or other political subdivision) having responsibility for granting in such country or jurisdiction Orphan Drug Designations and any other necessary regulatory approval, authorization, permit, or license to test, manufacture, market, sell, export, label, and for Medicare or insurance reimbursement of, Licensed Product; including, the European Medicines Agency of the European Union ("EMA"), the Therapeutic Goods Administration of Australia ("TGA"), and the Ministry of Health, Labour and Welfare of Japan.

1.22. "Regulatory File" means all completed or partially completed (a) data and results provided by LICENSOR according to this Agreement and derived during the Term from or for: (i) the Licensed Orphan Designation; (ii) the Licensed IND or any other new IND application for Licensed Product; (iii) any associated new drug application (NDA), biologic license application (BLA), investigational device exemption (IDE) or other application required to be filed with a Regulatory Authority for a Licensed Product; and (iv) any preclinical testing for a Licensed Product; and (b) all correspondence with, submissions to, and notices from Regulatory Authorities related to the foregoing.

1.23. "Sublicensee" means an unaffiliated third Person who enters into a written agreement with LICENSEE for the right to use the Licensed Orphan Designations, the Licensed IND, Existing Study Data, or Licensed Know-How within the scope of rights granted according to this Agreement to undertake development of Licensed Product (a) in place of LICENSEE in the United States and/or in any country or jurisdiction outside of the United States, or (b) in conjunction with LICENSEE as part of a co-development agreement.

1.24. "Term" has the meaning provided in Section 11.1.

2. LICENSES

2.1. Grant. For the consideration provided in Section 4., LICENSOR hereby grants to LICENSEE, and LICENSEE accepts, an exclusive, worldwide, non-transferable (except as set forth in Section 2.3. and Section 13.1.) license in and to the Licensed Orphan Designations (as implemented according to Section 2.1.1.), the Licensed IND (as implemented according to Section 2.1.2.), the Existing Study Data (as implemented according to Section 2.1.3.), and the Licensed Know-How (as implemented according to Section 2.1.4.), to develop, make, use, sell, offer for sale, and import Licensed Product for the Term. This license grant includes the right of LICENSEE (a) to contract with third Persons (for contracted services or consulting) to assist LICENSEE to develop Licensed Product for and on behalf of LICENSEE (excluding Sublicensees), (b) to make Licensed Product for and on behalf of LICENSEE, and (b) to engage Distributors to sell and import Licensed Product for and on behalf of LICENSEE; in each case of (a) through (c) subject to obligations of confidentiality according to Section 7. Notwithstanding the foregoing, the license granted hereunder shall be subject to any applicable right of the United States Government to claim a non-exclusive, non-transferable, royalty-free license to use the inventions developed with the support of the United States Government funding of the Existing Study Data as contemplated by the Licensed Orphan Designations or Licensed IND for limited governmental purposes, as required under applicable provisions of 35 U.S.C. §§ 200-212.

2.1.1. Licensed Orphan Designations.

2.1.1.1. Within […***…] after the Effective Date and LICENSOR's receipt of payment from LICENSEE of the amount due in Section 4.1.1., LICENSEE may initiate and file with the FDA, according to 21 CFR 316.27, sponsor change of name documentation for the issued Licensed Orphan Designations referenced in Section 1.13.(a) from LICENSOR to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE shall prepare any necessary document for such change of name. LICENSOR shall cooperate and assist LICENSEE to effect the change in sponsor name of the Licensed Orphan Designations from LICENSOR to LICENSEE for the Term.

2.1.1.2. Within […***…] after the applicable Regulatory Authority issues a Licensed Orphan Designation for any application referenced in Section 1.13.(b), LICENSEE may initiate and file with the appropriate Regulatory Authority sponsor change of name documentation for the issued Licensed Orphan Designations from LICENSOR to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE shall prepare any necessary document for such change of name. LICENSOR shall cooperate and assist LICENSEE to effect the change in sponsor name of the Licensed Orphan Designations from LICENSOR to LICENSEE for the Term.

2.1.1.3. LICENSEE may initiate and file for the purpose of this Agreement, in which case, within […***…] after the appropriate Regulatory Authority issues a Licensed Orphan Designation for any application referenced in Section 1.13.(c), LICENSEE may initiate and file with the applicable Regulatory Authority sponsor change of name documentation for the issued Licensed Orphan Designations from LICENSOR to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE shall prepare any necessary document for such change of name. LICENSOR shall cooperate and assist LICENSEE to effect the change in sponsor name of the Licensed Orphan Designations from LICENSOR to LICENSEE for the Term.

2.1.2. Licensed IND. If the Licensed IND is active or able to be reactivated, within […***…] after the Effective Date and LICENSOR's receipt of payment from LICENSEE of the amount due in Section 4.1.1., LICENSEE may initiate and file with the FDA change of name of the sponsor for the Licensed IND according to 21 CFR 312 and 21 CFR 314.72 from LICENSOR to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE shall prepare any document necessary for such change of name. LICENSOR shall cooperate and assist LICENSEE in completing the change in sponsor name of the Licensed IND from LICENSOR to LICENSEE.

2.1.3. Existing Study Data. Within […***…] after the Effective Date and LICENSOR's receipt of payment from LICENSEE of the amount due in Section 4.1.1., LICENSOR shall transfer a copy of the Existing Study Data to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE and its Affiliates shall maintain Existing Study Data as Confidential Information of LICENSOR according to the terms of Section 7. and in accordance with all applicable law, including HIPAA.

2.1.4. Licensed Know-How. During the Term, LICENSOR shall disclose to LICENSEE Licensed Know-How. LICENSEE and its Affiliates shall maintain Licensed Know-How as Confidential Information of LICENSOR according to the terms of Section 7.

2.1.5. Regulatory File. Within […***…] after the Effective Date and LICENSOR's receipt of payment from LICENSEE of the amount due in Section 4.1.1., LICENSOR shall transfer a copy of the Regulatory File to LICENSEE for the Term and for the purpose of this Agreement. LICENSEE and its Affiliates shall maintain the Regulatory File as Confidential Information of LICENSOR according to the terms of Section 7.

2.2. Affiliates and Third Person Contractors. If pursuant to Section 2.1. LICENSEE's Affiliate or a LICENSEE contracted third Person is engaged to develop or make Licensed Product for and on behalf of LICENSEE, or a Distributor is engaged to offer for sale and sell Licensed Product for and on behalf of LICENSEE:

2.2.1. No LICENSEE's Affiliate, contracted third Person or Distributor permitted by Section 2.1. is entitled to grant, directly or indirectly, to any other Person any right of whatever nature with respect to, or permitting any use or exploitation of, any of the Licensed Orphan Designations, Licensed IND, Existing Study Data, Licensed Know-How or Regulatory File;

2.2.2. Any undertaking by LICENSEE's Affiliate, LICENSEE contracted third Person, or Distributor permitted by Section 2.1. does not release LICENSEE of any of its obligations under this Agreement;

2.2.3. As between LICENSOR and LICENSEE, any act or omission taken or made by LICENSEE's Affiliate, LICENSEE contracted third Person, or Distributor permitted by Section 2.1., which, if taken by LICENSEE, would constitute a breach under this Agreement, is an act or omission by LICENSEE under this Agreement; and

2.2.4. If LICENSEE shall fail to act with respect to an act or omission attributed to it under Section 2.2.3., then LICENSOR may proceed directly against LICENSEE and the applicable LICENSEE's Affiliate, LICENSEE contracted third Person and Distributor permitted by Section 2.1. for any such act or omission taken or made by such LICENSEE's Affiliate, LICENSEE contracted third Person, or Distributor.

2.3. Sublicenses. LICENSEE has the right during the Term to grant sublicenses to Sublicensees within the scope of the license grant of Section 2.1. and consistent with the terms of this Agreement, on the condition that: (a) LICENSEE shall cause compliance by the Sublicensees with the terms and conditions of this Agreement to the same extent as LICENSEE itself, (b) any act or omission of the Sublicensees shall constitute an act or omission of LICENSEE, and (c) the Sublicensees shall agree in writing that they are subject to the terms and conditions of this Agreement and that LICENSOR shall have a right of action against the Sublicensees to the same extent as LICENSEE itself if any breach by a Sublicensee is not remedied by LICENSEE within […***…] after notice from LICENSOR. Any sublicense must be in writing and LICENSEE shall provide LICENSOR with a copy of each sublicense promptly following its execution. Sublicensees shall be precluded from granting any further sublicense except as necessary to engage Distributor(s) for the sale of Licensed Products. Any sublicense shall be assignable to LICENSOR upon the termination of this Agreement (if such termination shall not have been made by LICENSEE pursuant to Section 11.2.6.), subject to the conditions that LICENSOR have sole discretion to determine whether or not it desires to become a party to any such sublicense, LICENSOR shall not assume any obligations accruing prior to actual assignment to LICENSOR, LICENSEE shall remain solely liable to LICENSOR for any obligations accruing prior to assignment of the sublicense, and the assignment of any sublicense to LICENSOR shall be without prejudice to any rights or obligations that have arisen or accrued prior to the effective date of the assignment.

3. DILIGENCE

3.1. General. From the Effective Date, LICENSEE shall use commercially reasonable efforts to proceed with the development, manufacture, production, marketing, use, distribution, sale, and exploitation of Licensed Product. The Parties recognize that the efforts to commercialize Licensed Products will differ as to each Licensed Product and as to each country, depending upon the nature of each Licensed Product and upon the stage of research and development to date of each Licensed Product, and as to the cost of market entry and potential revenues in a particular country. LICENSOR shall reasonably assist LICENSEE in its efforts to commercialize Licensed Products at LICENSEE's request and expense.

3.2. Responsibilities. Without limiting the generality of the commitment to diligence set forth in Section 3.1., LICENSEE shall undertake and cause its Sublicensees to undertake the following responsibilities of LICENSEE, and:

3.2.1. Commencing as of the date that the Licensed Orphan Designations are in LICENSEE's name as sponsor (per Section 2.1.1.) and through the Term, LICENSEE shall maintain the Licensed Orphan Designations and carry out all sponsor obligations and requirements according to 21 CFR 316 and counterpart regulations of foreign Regulatory Authorities; including preparation and filing of all annual reports due to Regulatory Authorities for the Licensed Orphan Designations.

3.2.2. In the case of the Licensed IND, commencing as of the date that the Licensed IND is in LICENSEE's name as sponsor (per Section 2.1.2.) and through the Term, and in the case of any new IND application required for Licensed Product, LICENSEE shall direct and carry out all sponsor IND obligations and requirements according to 21 CFR 312 and counterpart regulations of foreign Regulatory Authorities; including preparation and filing of all annual reports due to Regulatory Authorities for the Licensed IND and Licensed Product. LICENSEE shall have […***…] by […***…].

3.2.3. LICENSEE shall use commercially reasonable efforts to direct and carry out appropriate non-clinical testing and clinical trials necessary to obtain Licensed Orphan Designations and any other necessary regulatory approval from the Regulatory Authorities in the United States, […***…], and […***…] as LICENSEE shall determine in its sole discretion.

3.2.4. LICENSEE shall direct and be responsible for, as applicable, the filing, obtaining and maintaining Licensed Orphan Designations of Section 1.13.(c) in the United States, […***…] and […***…] and carryout all sponsor obligations and requirements according to 21 CFR 316 and counterpart regulations of foreign Regulatory Authorities; including preparation and filing of all annual reports due to Regulatory Authorities for the Licensed Orphan Designations.

3.2.5. LICENSEE shall direct and be responsible for the filing, obtaining and maintaining required NDAs, BLAs, IDEs, any other required regulatory approval, and Priority Review Vouchers (if available) from applicable Regulatory Authority(ies) for Licensed Product in the United States, the European Union, and other countries where appropriate markets exist.

3.2.6. Following regulatory approval to market a Licensed Product in a country where approval is required, LICENSEE shall use or shall cause its Sublicensees to use commercially reasonable efforts to commercialize and market Licensed Product within such country.

3.2.7. Notwithstanding the information concerning the commercialization of the Licensed Products which LISENSOR may receive through his service on LICENSEE's Scientific Advisory Board as provided in Section 4.3., LICENSEE shall submit to LICENSOR annual progress reports, due […***…] days after the end of each calendar year during the Term, setting forth LICENSEE's, or its Sublicensees' activities related to the development, testing, manufacture, marketing, use and sale of all Licensed Products and obtaining regulatory approval from a Regulatory Authority for marketing in the United States and elsewhere during the contract year just ended. These progress reports (which shall remain the property and Confidential Information of LICENSEE) shall be made for all Licensed Products until the first commercial sale occurs in the United States.

3.3. Regulatory Annual Reports. LICENSEE shall provide to LICENSOR a copy of each annual report (which shall remain the property and Confidential Information of LICENSEE) filed with the FDA and counterpart Regulatory Authorities for the Licensed Orphan Designations, the Licensed IND and any other necessary regulatory approval by a Regulatory Authority for a Licensed Product.

3.4. Contractors. Subject to the terms of Section 2. and Section 7., LICENSEE has the right, at LICENSEE's sole discretion, to contract with its Affiliates and third Persons for the performance of work, or the provision of consulting, distribution or any other services, in connection with fulfilling LICENSEE's due diligence obligations of this Section 3.

3.5. Expenses. From the Effective Date and as between the Parties, LICENSEE is solely responsible for and shall pay all of the fees and expenses relating to the exercise by LICENSEE and its Affiliates, Sublicensees, Distributors or third Person contractors of the license rights set forth in Section 2., for undertaking obligations of this Agreement including the due diligence obligations of Section 3.; including, Regulatory Authority fees, attorney fees, and consulting fees.

4. CONSIDERATION

4.1. Upfront Payments. In consideration for the rights and licenses granted in Section 2. regardless of whether development or commercialization is undertaken by LICENSEE or its Sublicensees, LICENSEE shall pay to LICENSOR the following initial non-refundable payments:

4.1.1. Payment #1: U.S. $50,000.00 not later than seven (7) days after the Effective Date.

4.1.2. Payment #2:

4.1.2.1. As applicable if LICENSEE has not scheduled an initial meeting with the FDA by […***…], U.S. $[…***…] not later than […***…] after the […***…], U.S. $[…***…] not later than […***…] after the […***…], and U.S. $[…***…] not later than […***…] after the […***…], and

4.1.2.2. As applicable if, after scheduling an initial meeting with FDA, the initial FDA meeting is not held by […***…], U.S. $[…***…] not later than […***…] after the […***…], and U.S. $[…***…] not later than […***…] after […***…].

For the avoidance of doubt, LICENSEE shall not be required to make any further payment pursuant to this Section 4.1.2. after such initial FDA meeting has been scheduled or has been held, as the case may be, other than payment(s) then already due with respect to the scheduling of the meeting or the meeting itself.

4.1.3. Payment #3: A one-time payment of U.S. $[…***…] due […***…].

4.2. Milestone Payments. Provided LICENSEE shall not have earlier terminated the Agreement pursuant to Section 11.2.2., in consideration for the rights and licenses granted in Section 2. regardless of whether development or commercialization is undertaken by LICENSEE or its Sublicensees, LICENSEE shall pay to LICENSOR the following non-refundable milestone payments:

4.2.1. Upon LICENSEE having received at least $5,000,000 (inclusive of expenses relating to any transaction) in working capital (excluding all amounts received before January 1, 2018), from any source or in any manner (including, but not limited to, a debt or equity financing, joint venture, business partner, shareholder contribution, asset sale, licensing, or other transaction) LICENSEE shall pay either:

(i). Payment #4: A one-time payment of U.S. $400,000.00 on April 15, 2019, or

(ii). Payment #5: A one-time payment of U.S. $600,000.00 on October 15, 2019 or on such later date during the Term that the $5,000,000 in working capital is achieved; and if at least $5,000,000 in working capital has not been achieved as of October 15, 2019, then LICENSEE shall pay LICENSOR U.S. $50,000.00 on October 15, 2019 and on each six-month anniversary date thereafter, which $50,000.00 payments are credible against the U.S. $600,000.00 payment when due.

4.2.2. Payment #6: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.3. Payment #7: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.4. Payment #8: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.5. Payment #9: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.6. Payment #10: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.7. Payment #11: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.8. Payment #12: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.2.9. Payment #13: A one-time payment of U.S. $[…***…] […***…] after […***…].

4.3. Scientific Advisory Board. Upon LICENSEE's payment in Section 4.2.1., LICENSEE shall invite LICENSOR to head, and LICENSOR shall head, LICENSEE's Scientific Advisory Board, so long as LICENSEE's primary focus shall be the development of the Licensed Products. The Scientific Advisory Board will meet once annually, either in person, by telephone, or electronically as LICENSEE shall determine; LICENSEE shall also pay LICENSOR U.S. $[…***…] per in-person meeting plus travel expenses. In consideration for LICENSEE's service on the Scientific Advisory Board, LICENSEE shall grant to LICENSOR additional equity representing one percent (1%) of LICENSEE's issued and reserved equity as of the time of the grant according to the terms of the Equity Agreement (as defined in Section 4.10.); provided that, such equity grant shall be forfeited automatically if LICENSEE shall terminate the Agreement pursuant to Section 11.2.2. and pay the Termination Fee as provided in Section 11.3.7.(i). LICENSEE shall retain the services of LICENSOR as a member of a Scientific Advisory Board or equivalent advisory capacity until such time as the additional equity representing 1% vests with LICENSOR and becomes nonforfeitable. Notwithstanding the foregoing, nothing in this Section 4.3 shall require LICENSEE to maintain the Scientific Advisory Board or retain the services of LICENSOR as a member of such Board after all of the additional equity to be granted to LICENSOR for such service shall have vested and become nonforfeitable.

4.4. Minimum Annual Royalties. In consideration for the rights and licenses granted in Section 2. and regardless of whether development or commercialization is undertaken by LICENSEE or its Sublicensees, commencing on the fourth anniversary of the initial FDA Meeting referenced in 4.1.2. and during the Term LICENSEE shall pay to LICENSOR a minimum annual royalty, which shall be in the amount of U.S. $25,000.00 for the annual period […***…], U.S. $[…***…] for the annual period […***…], and U.S. $75,000.00 for each annual period thereafter. Such royalty shall be payable within […***…] after the applicable anniversary of the Effective Date. Minimum annual royalty payments shall be creditable against actual royalties due to LICENSOR on sales royalties pursuant to Section 4.6. in the same year that the respective minimum annual royalty was due.

4.5. In any case, the Parties will agree to review timelines from time to time to ensure that the timelines as laid out in this Agreement remain realistic and achievable, given the uncertainties germane to drug development. Should the Parties jointly conclude that timelines be adjusted, this Agreement will be amended to reflect that timeline adjustment.

4.6. Sales Royalties. In consideration for the rights and licenses granted in Section 2., LICENSEE shall pay to LICENSOR the following royalties on Net Sales commencing upon the first commercial sale of a Licensed Product:

Net Sales U.S. $	**Royalty Rate**
[…***…]	5.0%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	[…***…]%
[…***…]	10.5%

LICENSEE shall make royalty payments on a calendar quarterly basis. Royalty payments are due and payable within […***…] after respective calendar quarter close on March 31, June 30, September 30, and December 31 of each calendar year, and each payment shall be accompanied by a royalty report as set forth in Section 5.3. The royalty rate applied to determine royalty payments shall be determined based on the aggregate Net Sales for that calendar quarter and the previous three calendar quarters. By way of example, the royalty rate applied to determine the royalty payment for Q1 will be based on aggregate Net Sales for Q1 and Q4, Q3 and Q2 of the previous year. If total Net Sales over the previous four calendar quarters at the end of a given Q1 are $[…***…] (with Q1 sales of $[…***…] and previous year sales of $[…***…] in Q4, $[…***…] in Q3, and $[…***…] in Q2) then the actual royalty rate applicable for that Q1 royalty payment is […***…]% determined by the sum of Q1, previous year Q4, Q3 and Q2 sales (equal to $[…***…]) and applying the applicable royalty rate in the table above). The royalty payment due for Q1 is calculated as:

([…***…]) x […***…]% = $[…***…]

At the end of the calendar quarter in which the U.S. Orphan Drug Designation expires, then the royalty rate applicable to all Net Sales, irrespective of geography shall be […***…] percent ([…***…]%) of Net Sales.

LICENSEE shall be entitled to a credit of […***…] percent ([…***…]%) against the royalty rate for each of the first […***…] percentage points and […***…] percent ([…***…]%) against the royalty rate for each of the next […***…] percentage points that LICENSEE must pay to an unaffiliated third Person licensor (excluding LICENSEE's Affiliates, Sublicensees and Distributors) for the right to practice Valid Claim(s) covering the use and sale of choline chloride for the Licensed Indications in a Licensed Product; which credit shall not reduce the applicable royalty rate (set out in the table above) by more than […***…] percent ([…***…]%). LICENSEE is not entitled to a credit on the royalty rate for any royalties that LICENSEE pays to a third Person for any component of Licensed Product, other than choline chloride. By way of example, if the royalty rate payable to LICENSOR for the sale of Licensed Products before the application of this provision of Section 4.6. is […***…] percent ([…***…]%) and the royalty rate payable to such unaffiliated third Person licensor is […***…] percent ([…***…]%), then the actual royalty rate payable to LICENSOR shall be reduced to […***…] percent ([…***…]%).

As used in this Section, "Valid Claim" shall mean means: (a) an issued claim of an issued patent which has not (i) expired or been canceled, (ii) been declared invalid by an unreversed and unappealable decision of a court or other appropriate body of competent jurisdiction, (iii) been admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, and/or (iv) been abandoned. Notwithstanding the foregoing, LICENSEE may offset future royalty payments to LICENSOR from the date of issue of any third Person licensor's patent by the amount by which historical payments to LICENSOR under this Section 4.6 would have been reduced if the royalty rate for the provisional rights royalties paid to the third Person licensor as provided under 35 U.S.C. §154(d) up to the issue date of such Person's patent had been applied to reduce LICENSOR's royalty rate as provided above.

4.7. Sublicense Revenues. In consideration for the rights and licenses granted in Section 2. And if any development or commercialization of Licensed Products is undertaken by one or more Sublicensees, LICENSEE shall pay to LICENSOR (except in the case where LICENSEE passes through to a Sublicensee the royalty obligations of Sections 4.6. (in which case, the definition of Net Sales includes Sublicensees) and the royalty report/audit provisions of Sections 5.3. and 5.4.) […***…] percent ([…***…]%) of (i) net cash receipts after payment of taxes received by LICENSEE from Sublicensees for their sales of Licensed Products, and (ii) any other consideration received by LICENSEE from Sublicensees; in each case, including a fair monetary value for any transaction that is not a bona fide arms-length transaction or that is for consideration other than monetary; in which case such consideration shall be valued at the fair market value determined as of the date of such transaction.

4.8. Priority Review Voucher. In consideration for the rights and licenses granted in Section 2. and regardless of whether development or commercialization is undertaken by LICENSEE or its Sublicensees, LICENSEE shall pay to LICENSOR […***…] percent ([…***…]%) of (i) net cash receipts after payment of taxes and (ii) any other consideration; in each case, received by LICENSEE, its Affiliates and Sublicensees from its/their sale or transfer of a Priority Review Voucher, including a fair monetary value for any transaction that is not a bona fide arms-length transaction or that is for consideration other than monetary; in which case such consideration shall be valued at the fair market value determined as of the date of such transaction.

4.9. Reimbursable Expenses. LICENSEE shall reimburse LICENSOR for LICENSOR's expenses related to travel, lodging, meals and associated expenses, regulatory, research or other activities, and consumables related to the development of Licensed Product, if undertaken at LICENSEE' s request.

4.10. Equity. In consideration of the rights and licenses granted in Section 2. and regardless of whether development or commercialization is undertaken by LICENSEE or its Sublicensee, LICENSEE shall grant to LICENSOR One and One-half percent (1.5%) equity in LICENSEE upon the Effective Date of the separately executable Equity Agreement entered into by LICENSEE and LICENSOR on even date of this Agreement and attached hereto as Exhibit 4.10 ("Equity Agreement"). In consideration of LICENSOR's service on the Scientific Advisory Board, LICENSEE shall grant to LICENSOR additional equity of One percent (1%) as set forth therein.

5. PAYMENT, RECORDS AND REPORTS

5.1. Payment. LICENSEE shall make all payments in United States Dollars, at such place as LICENSOR may designate reasonably in writing. If the conversion of foreign currency is required in connection with a payment hereunder, the conversion shall be made by using the foreign exchange selling rate applicable to trading among banks in amounts of $1 million or more, as published in *The Wall Street Journal* on the last business day of the calendar quarterly reporting period to which such payment relates.

5.2. Interest. If any payment due under this Agreement is overdue, LICENSEE shall pay interest to LICENSOR at a rate per annum equal to the lesser of the prime rate of interest, as reported by Bloomberg on the due date, or the highest rate permitted by applicable law, calculated on the number of days such payment is paid after the date such payment is due. Payment of interest shall not excuse timely payment of the principal amount due.

5.3. Royalty Reports. Commencing upon the first commercial sale of a Licensed Product, LICENSEE shall render to LICENSOR on a quarterly basis a written account of the Net Sales of Licensed Product as of the close of business on March 31, June 30, September 30, and December 31 of each calendar year. The reports are due to LICENSOR within thirty (30) days following the end of the applicable calendar quarter. LICENSEE shall make such reports even if there have been no Net Sales or if no royalties are due to LICENSOR for a calendar quarter. Reports shall include at least the following information on a country-by-country basis:

5.3.1. Gross revenues of Licensed Product from LICENSEE, its Affiliates, Sublicensees and Distributors;

5.3.2. Net Sales of Licensed Product including supporting data;

5.3.3. Royalty base calculations and supporting data;

5.3.4. Gross and net receipts (after payment of taxes) and other consideration from Sublicensees;

5.3.5. Gross and net receipts (after payment of taxes) and other consideration from sale or transfer of Priority Review Voucher;

5.3.6. Royalties, including minimum annual royalties, due to LICENSOR and supporting data and calculations; and

5.3.7. Names and addresses of Sublicensees and Distributors (in only the first quarterly report following entry into a sublicense or distributor agreement).

5.4. Records and Books. LICENSEE and its Affiliates shall keep full, true, and accurate books of accounts and other records of sufficient detail necessary to ascertain and verify properly the Net Sales of Licensed Product.

5.5. Audit. Upon LICENSOR'S request, LICENSEE shall permit an independent Certified Public Accountant selected by LICENSOR to have access not more than once a year during ordinary business hours to audit LICENSEE's and its Affiliates records and books to determine, with respect to any calendar quarter, the correctness of royalty reports made under this Agreement; provided, however, that LICENSOR'S rights of access are limited to records […***…] and provided further that LICENSOR and its designee (if any) agree to maintain such records as Confidential Information of LICENSEE according to the terms of Section 7. In the event of any deficiency in payment, in addition to paying the deficiency, if the audit determines that any amounts paid to LICENSOR were deficient by more than […***…] percent ([…***…]%), LICENSEE shall also pay the costs of the audit, all within […***…] following written notice of such deficiency.

5.6. Taxes. Unless otherwise required by law, LICENSEE shall not withhold LICENSOR'S personal income tax or amounts due for social security, nor any other taxes normally to be paid by a LICENSOR upon personal income. LICENSEE shall provide to LICENSOR all documentation that may be needed from time to time to facilitate LICENSOR'S ability to report income and pay applicable taxes. For the avoidance of doubt, LICENSOR shall be solely responsible for any taxes due with respect to any amounts paid to him under this Agreement.

6. COMPLIANCE WITH LAW, GOVERNMENT CLEARANCE, EXPORT AND DUTIES

6.1. In exercising its rights and licenses under this Agreement, LICENSEE and its Affiliates shall always comply with applicable laws including but not limited to those of the United States of America, the EU, […***…] and […***…]. Without limiting the generality of the foregoing, the Parties agree that LICENSEE and its Affiliates are not required to export or deliver any technical information, data, product or services if the same is then prohibited or restricted by any such laws. LICENSEE accepts all responsibility for exporting and importing any such information, data and product, shall be the exporter and importer of record, and is responsible for filing any documents, obtaining any licenses, and paying all export and import duties, taxes and other charges, as required under such laws. LICENSEE shall not export, re-export, import, sell or lease any LICENSOR Confidential Information, or Licensed Product without full compliance with all such laws, whether to a prohibited person or a prohibited country or for a prohibited use, as prohibited under such laws or otherwise.

7. CONFIDENTIALITY AND EXCLUSIVITY

7.1. Use and Maintenance. Each Party acknowledges that performance under this Agreement may require the disclosure by one Party to the other Party of technically or commercially sensitive or proprietary information including, information from or about a third Person which a Party is authorized to disclose to the other Party for purposes of this Agreement, ("Confidential Information"). Without limiting the foregoing, the Existing Study Data and Licensed Know-How shall be deemed Confidential Information of LICENSOR and the LICENSEE Development Information shall be deemed the Confidential Information of LICENSEE. Each Party shall regard and preserve the Confidential Information of the other Party as secret and confidential, and neither Party shall publish nor disclose nor use Confidential Information of the other Party in any manner not specifically provided for herein without the prior written consent of the other Party. Neither Party shall use the Confidential Information of the other Party for their own benefit or for the benefit of third Persons except as expressly permitted in this Agreement. Each Party shall use the same level of care to prevent the disclosure of Confidential Information of the other Party that it exercises in protecting its own Confidential Information and shall in any event take reasonable precautions to prevent the disclosure of Confidential Information to a third Person.

7.2. Exclusions to Confidential Information. Confidential Information does not include information, and the restrictions of Section 7.1. do not apply to Confidential Information, to the extent that such information as evidenced by contemporaneous documentation (a) is publicly known or which becomes publicly known through no fault of the receiving Party; (b) is lawfully obtained by the receiving Party from a third Person (which itself lawfully obtained information with no obligation of confidentiality); and (c) is in the lawful possession of the receiving Party prior to such information having been initially disclosed by the disclosing Party which is.

7.3. Permitted Disclosures. While maintaining the status of LICENSOR Confidential Information as confidential, LICENSEE may disclose such Information on a need-to-know basis:

7.3.1. which is required to be disclosed to Regulatory Authorities in connection with obtaining and maintaining the Licensed Orphan Designations and the Licensed IND or any new IND application for Licensed Product;

7.3.2. which is required to be disclosed to Regulatory Authorities in seeking, obtaining or maintaining regulatory approvals to test, manufacture, market, sell, export, label, and for Medicare or insurance reimbursement of, Licensed Product;

7.3.3. which is reasonably necessary to disclose to LICENSEE's Affiliates and third Person contractors for purposes of developing and manufacturing Licensed Product or to disclose to Distributors as set forth in Section 2.; provided that, LICENSEE shall have executed prior to disclosure a written confidentiality agreement with the relevant Persons at least as stringent as those of this Section 7.;

7.3.4. which is disclosed to Sublicensees, prospective Sublicensees, investors, or purchasers and prospective purchasers of the business or assets of LICENSEE in the context of Section 13.1.; provided that, LICENSEE shall have executed prior to disclosure a written confidentiality agreement with the relevant Persons at least as stringent as those of this Section 7.; and

7.3.5. to the extent required by applicable law of any governmental entity that has jurisdiction over LICENSEE; on the condition that, prior to making any such legally required disclosure, LICENSEE shall give LICENSOR as much prior notice of the requirement for and contents of such disclosure as is practicable under the circumstances, LICENSEE shall consult with LICENSOR about the disclosure; LICENSEE shall use all reasonable efforts to minimize the scope of the disclosure and prevent any further disclosure or dissemination of Confidential Information so disclosed, and, if lawfully able to do so, LICENSEE shall permit LICENSOR a reasonable opportunity to pursue legal remedies to maintain the confidentiality or limit the dissemination of such Confidential Information.

7.3.6. Anything to the contrary in this Section 7.3. notwithstanding, LICENSEE may disclose summaries of the Existing Study Data excluding Confidential Information (unless agreed to in writing by LICENSOR) in connection with non-confidential presentations to prospective investors, Sublicensees, strategic partners or purchasers.

7.4. Return. Upon expiration or termination of this Agreement, each Party shall immediately return – and, in the case of LICENSEE, cause its permitted disclosees under Sections 7.3.3 and 7.3.4 -- to return to the other Party all documents, samples and other materials in any form containing or reflecting any of the other Party's Confidential Information. Each Party shall promptly certify in writing such complete return. Each Party may retain one written archival copy in its confidential legal files solely for purposes of verifying compliance with this Agreement. Notwithstanding the return of the other Party's Confidential Information, each Party will continue to be bound by its obligations of confidentiality hereunder.

7.5. Term. The obligations pursuant to this Section 7. remain in full force and effect and continue to be binding on each Party — and, in the case of LICENSEE, the permitted recipients under Section 7.3. -- for a period of five (5) years from the date of expiration or termination of this Agreement. Neither Party — and, in the case of LICENSEE, the permitted recipients under Section 7.3. -- shall not acquire any right to use any of the other Party's Confidential Information solely by reason of the expiration or termination of the five (5) year period.

7.6. Exclusivity; Right of First Refusal.

7.6.1. During the Term, LICENSOR shall not work with a third Person on any product competing with Licensed Product. Nothing in this Section 7.6. shall limit or prevent LICENSOR from engaging in the practice of medicine or publishing peer-reviewed journal articles (provided such articles disclosing inventions for which LICENSEE shall have a right to negotiate a license therefor under Section 7.6.2. shall have been made available to LICENSEE prior to publication to enable LICENSEE to take any action available for the intellectual property protection of such invention).

7.6.2. LICENSOR shall promptly disclose to LICENSEE any inventions discovered during the Term (unless preempted by an agreement with LICENSOR's employer), relating to the diagnosis or treatment of patients presenting with a PN Indication; any such inventions shall be the Confidential Information of LICENSOR subject to the obligations of confidentiality of this Section 7. From such disclosure, LICENSEE shall have […***…] to request that the Parties enter into good faith negotiations to enter into a license for such invention(s). If LICENSEE shall have made a timely request to conduct such negotiations, LICENSEE shall then have a further […***…] to negotiate the terms of and enter into such license with LICENSOR. During such […***…] period, LICENSOR shall not offer such invention to any third Person or otherwise make such invention available to the public.

8. INFRINGEMENT OF THIRD-PARTY RIGHT

8.1. Notice. Each Party shall notify the other Party of any claim of infringement received by, or an action, suit or proceeding brought against, such party (including, in the case of LICENSEE, its Affiliates, LICENSEE contracted third Persons, Sublicensees and Distributors), alleging infringement of a patent right or other intellectual property right of any third Person by reason of the development, testing, manufacture, marketing, use, or commercialization of Licensed Product.

8.2. Defending Against Infringement. If, as a result of development, testing, manufacture, marketing, use, or commercialization of Licensed Product by LICENSEE (including by or through its Affiliate or LICENSEE contracted third Person), Sublicensee or Distributor, LICENSOR or LICENSEE is charged or threatened to be charged by a third Person with infringement of a patent or other intellectual property right of a third Person or is made or is threatened to be made a party to a civil or criminal action or proceeding involving claims of such infringement, LICENSEE shall have the right, but not the obligation, to defend and settle, at its expense, such action or proceeding without LICENSOR'S consent; on the condition that, LICENSEE shall not settle any action, suit or proceeding without LICENSOR's prior written consent if it adversely affects any right of or imposes any obligation on LICENSOR independent of the obligations under this Agreement. LICENSEE shall cover all expenses of LICENSOR's cooperation and assistance in any action, suit or proceeding and defend, indemnify and hold harmless LICENSOR according to Section 10. LICENSEE is entitled to retain any recovered costs and expenses in defending and settling such claims of infringement.

9. REPRESENTATIONS

9.1. LICENSEE hereby represents and warrants to LICENSOR as of the Effective Date that:

9.1.1. LICENSEE has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement has been duly and validly authorized and approved by proper corporate action, and LICENSEE has taken all other action required by its certificate of incorporation, by-laws or other organizational documents or any agreement to which it is a party or to which it may be subject to authorize such execution, deliver and performance, and this Agreement constitutes a legal, valid and binding obligation, enforceable against LICENSEE.

9.1.2. LICENSEE shall cause its Affiliates, Sublicensees and Distributors to comply with the terms of this Agreement; any undertaking by its Affiliate, Sublicensee or Distributor shall not release LICENSEE of any of its obligations under this Agreement; and any breach of this Agreement by its Affiliate, Sublicensee or Distributor is a breach by LICENSEE.

9.2. LICENSOR to its knowledge represents and warrants to LICENSEE as of the Effective Date that:

9.2.1. LICENSOR is the Regulatory Authority-listed sponsor of the Licensed Orphan Designations of Sections 2.1.1.1. and 2.1.1.2., and as of the effective date of the transfers contemplated in Section 2.1.1., LICENSOR's rights or interests in the Licensed Orphan Designations will have been transferred to LICENSEE subject to Section 11.3.3.

9.2.2. LICENSOR is the Regulatory Authority-listed sponsor of the Licensed IND to the extent the Licensed IND is active or reactivated, and as of the effective date of the transfers set forth in Section 2.1.2., LICENSOR's rights or interests in the Licensed IND will have been transferred to LICENSEE subject to Section 11.3.3.

9.2.3. There are no threatened or outstanding claims or licenses or other encumbrances upon the Licensed Orphan Designations, the Licensed IND (except that the Licensed IND may not be active or capable of reactivation), the Existing Study Data, or the Licensed Know-How and, to the knowledge of LICENSOR no grounds exist that could reasonably be anticipated to give rise to any such claim or license, except for applicable rights of the U.S. Government.

9.2.4. LICENSOR has no knowledge of any adverse reactions or other side effects related to the use of choline chloride other than those reported in the scientific literature for — or has any other reason to believe that choline chloride is not suitable for the treatment of -- the Licensed Indications or in PN generally other than those which are already known to the medical or pharmaceutical community at large or that have been previously disclosed to LICENSEE in writing.

9.2.5. LICENSOR has the authority to execute and deliver this Agreement and to perform its obligations hereunder.

9.2.6. LICENSOR, subject to any applicable rights of the U.S. Government, owns all right, title and interest in and to the Existing Study Data, Licensed IND, Licensed Orphan Designations and Regulatory File.

9.2.7. LICENSOR has not received any claim or notice that the use of choline chloride for the Licensed Indication infringes the rights of any unaffiliated third Person, and LICENSOR, without separate inquiry, is not aware that the use of choline chloride for the Licensed Indication infringes the rights of any unaffiliated third Person as of the Effective Date.

9.2.8. The Existing Study Data was generated in compliance with applicable laws.

9.2.9. No material information concerning LICENSOR's interactions with Regulatory Authorities concerning the Existing Study Data, Licensed IND, or Licensed Orphan Designations has been withheld from LICENSEE or has otherwise been redacted from the Regulatory File.

9.2.10. There have not been any material omissions from LICENSOR's presentation to LICENSEE of LICENSOR's development of the Existing Study Data, Licensed IND, Licensed Orphan Designations and Regulatory File.

9.2.11. To the extent LICENSOR has previously licensed any of the Existing Study Data, Licensed IND, Licensed Orphan Designations or Regulatory File to any third Person, no such third Person (other than the United States Government, as provided in Section 2.1.) retains any right to have or use the Existing Study Data, Licensed IND, Licensed Orphan Designations and Regulatory File.

9.2.12. LICENSOR has not been: (i) debarred pursuant to sections 306(a), (b)(1) and (b)(2) of the FD&C Act (21 U.S.C. 335(a), (b)(1), and (b)(2)); (ii) excluded, debarred, suspended, proposed for exclusion or debarment, or otherwise determined to be ineligible to participate in Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)); or (iii) convicted of a criminal offense related to the provision of health care items or services, or currently the subject of any investigation by the Office of Inspector General of the Department of Health and Human Services (collectively, an "***Adverse Enforcement Action***"). LICENSOR shall notify Company within 24 hours if LICENSOR becomes the subject of an Adverse Enforcement Action.

9.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.2., LICENSOR MAKES NO OTHER AND HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

10. INDEMNITY; INSURANCE; LIABILITY

10.1. LICENSEE shall defend, indemnify, and hold harmless LICENSOR and his successors, heirs, assigns, representatives and agents ("LICENSOR Indemnitees") from and against any damages, losses, expenses and liabilities, including reasonable attorney fees and expenses, ("Losses") incurred in connection with a claim, suit, action, litigation or proceeding brought by a third Person (excluding LICENSOR successors, heirs, assigns, representatives and agents) to the extent resulting from:

10.1.1. LICENSEE's material breach of any representation or warranty it has given in this Agreement;

10.1.2. the negligent acts and omissions, fraud or willful misconduct of LICENSEE (including by or through its Affiliates and LICENSEE contracted third Persons), Sublicensees, and Distributors in connection with its or their, as the case may be, performance of any duties or exercise of any rights under this Agreement;

10.1.3. the development, testing, manufacture, marketing, use and commercialization of Licensed Product by LICENSEE (including by or through its Affiliates and LICENSEE contracted third Persons), Sublicensees, and Distributors, including claims of product liability and claims of infringement of third Person intellectual property rights;

10.1.4. accrued liabilities and obligations of LICENSEE (including by or through its Affiliates and LICENSEE contracted third Persons), Sublicensees, and Distributors prior to termination of this Agreement; and

10.1.5. the unauthorized use of Licensed Orphan Designations, the Licensed IND, Existing Study Data or Licensed Know-How after the same shall have been transferred to LICENSEE as provided in Section 2.

10.2. LICENSOR shall defend, indemnify, and hold harmless LICENSEE and its/their employees, officers, directors and agents ("LICENSEE Indemnitees") from and against any Losses incurred in connection with a claim, suit, action, litigation or proceeding brought by a third Person (excluding LICENSEE's Affiliates, Sublicensees, Distributors and its/their employees, officers, directors and agents) to the extent resulting from:

10.2.1. LICENSOR's material breach of any representation or warranty it has given in this Agreement; and

10.2.2. the negligent acts and omissions, fraud or willful misconduct of LICENSOR in connection with its performance of any duties or exercise of any rights under this Agreement.

10.3. Indemnification Procedure. Any member of the LICENSOR Indemnitees or LICENSEE Indemnitees seeking defense or indemnification according to Section 10.1. or Section 10.2. respectively, shall notify the respective other indemnifying Party in writing, shall cooperate with the indemnifying Party, and may, at its option, be represented by counsel of its choosing. Neither LICENSOR nor LICENSEE, as the indemnifying Party, shall settle or permit to be settled any claim, suit, action, litigation or proceeding that is the subject of its indemnity obligations of this Section 10. if such settlement would require an admission of fault on the part of the Indemnitee or in any way adversely impact the Indemnitee without obtaining the prior written consent of such Indemnitee.

10.4 . Insurance.

10.4.1. LICENSEE shall maintain, and cause its Affiliates, Sublicensees and Distributors to maintain during the Term and for three (3) years thereafter, at its respective sole cost and expense, a policy or policies of comprehensive general liability insurance (including coverage against personal injury and property damage), with per occurrence liability coverage of at least $[…***…], and annual aggregate liability coverage of at least $[…***…], written by an insurance company or companies lawfully doing business in the United States with an A.M. Best rating of B plus or better.

10.4.2. LICENSOR shall maintain during the Term and for […***…] thereafter, at its sole cost, a general umbrella insurance policy in the amount of $[…***…] annual aggregate coverage, written by an insurance company or companies lawfully doing business in the United States with an A.M. Best rating of B plus or better. LICENSOR's liability under this Agreement for any claim whatsoever, including for indemnification pursuant to Section 10.1., shall not exceed, and LICENSOR shall not be liable to LICENSEE or LICENSEE Indemnitees under this Agreement for any amount, in the aggregate, more than the greater of: […***…], or […***…].

11. TERM AND TERMINATION

11.1. The term of this Agreement shall commence on the Effective Date and continue until the last sale of the Licensed Product, unless otherwise sooner terminated as set forth in Section 11.2. (the "Term").

11.2. This Agreement may be terminated:

11.2.1. By LICENSOR automatically and effective immediately on the two (2) week anniversary of the Effective Date if LICENSEE has not made the upfront payment of Section 4.1.1.

11.2.2. By LICENSEE not later than sixty (60) days after LICENSEE shall have received the FDA's written minutes regarding its initial FDA meeting concerning the development of the first Licensed Product for one or more of the Licensed Indications.

11.2.3. Until LICENSEE shall have made its first sale of a Licensed Product, by LICENSOR according to Section 3.2.6 upon thirty (30) days prior written notice if nonperformance of LICENSEE thereunder has not been cured within the thirty (30) day notice period, subject to the Dispute Resolution mechanism detailed in Section 12.

11.2.4. By LICENSEE for convenience upon ninety (90) days prior written notice only after expiration of LICENSEE' s right to terminate in Section 11.2.2.

11.2.5. By LICENSOR effective immediately for non-payment of any payment due under Section 4. that has not been cured within fifteen (30) days after the date of written notice, subject to accrued interest according to Section 5.2., subject to the Dispute Resolution mechanism detailed in Section 12.

11.2.6. By either Party effective immediately if the other Party is in breach of any material obligation under this Agreement and has not cured such breach within sixty (60) days after the date of written notice setting forth the act or omission constituting a breach of a material obligation of this Agreement, subject to the Dispute Resolution mechanism detailed in Section 12.

11.2.7. By LICENSOR effective immediately upon sixty (60) days prior written notice if (a) LICENSEE ceases or threatens to cease to carry on its business, or (b) a petition or resolution for the making of an administration order or for the bankruptcy, winding-up or dissolution of LICENSEE is presented or passed, or (c) LICENSEE files a voluntary petition in bankruptcy or insolvency, or (d) a receiver or administrator takes possession of or is appointed over the whole or any part of the assets of LICENSEE, or (e) any analogous procedure is commenced against or by LICENSEE in the United States.

11.3. Effects of Expiration and Termination. Upon expiration or termination of this Agreement:

11.3.1. All rights and licenses granted to LICENSEE, its Affiliates, Sublicensees and Distributors terminate, subject to Section 11.3.2. LICENSOR at its sole discretion may choose to novate a sublicense by replacing LICENSEE as the party to a sublicense with LICENSOR according to the conditions of Section 2.3.

11.3.2. LICENSEE, Distributors and Sublicensees have the right to sell-off any existing inventory of Licensed Product for sixty (60) days following termination, on the condition that LICENSEE pay all royalties and other amounts due to LICENSOR pursuant to Section 4.

11.3.3. LICENSEE shall immediately initiate and file with the applicable Regulatory Authorities sponsor change of name documentation for the Licensed Orphan Designations and the Licensed IND (to the extent sponsor change of name took place according to Section 2.1.2.) from LICENSEE to LICENSOR, and shall prepare and submit any necessary document and provide all necessary assistance to effect transfer of sponsor name back to LICENSOR.

11.3.4. LICENSEE shall and cause its permitted disclosees under Sections 7.3.3. and 7.3.4. to return Existing Study Data, and LICENSOR Confidential Information according to Section 7.4., LICENSEE shall provide to LICENSOR a complete copy of the Regulatory File existing as of the Effective Date. Except as provided in Sections 11.3.5. and 11.3.6., no termination of this Agreement will give rise to any right of LICENSOR to have -- or any obligation of LICENSEE to deliver to LICENSOR or any third Person -- any of the LICENSEE Development Information.

11.3.5. If this Agreement is terminated by LICENSEE prior to the initial FDA meeting, at LICENSOR's sole discretion, LICENSEE shall either:

11.3.5.1. provide to LICENSOR a complete and true copy of the IND Package and LICENSEE Development Information existing as of the effective date of termination with the exclusive license right to use same for development and commercialization purposes with third Persons, in consideration for LICENSOR's waiver of the termination fee of Section 11.3.7.(i) up to the amount LICENSEE had paid as of the effective date of termination for preparing the IND Package; or

11.3.5.2. pay to LICENSOR the termination fee of Section 11.3.7.(i) had the initial FDA meeting taken place in addition to any other termination fees due under Section 11.3.7. Promptly following the effective date of termination, LICENSEE shall provide to LICENSOR as reasonably necessary or useful for LICENSOR to evaluate the option described in this Section 11.3.5, including a true accounting, with supporting documentation, of the costs to date to prepare the IND Package. LICENSOR shall have thirty (30) days to evaluate its option, and to notify LICENSEE of LICENSOR's election.

11.3.6. If this Agreement is terminated by LICENSEE after the initial FDA meeting, promptly following the effective date of termination LICENSEE shall provide to LICENSOR as reasonably necessary or useful for LICENSOR to evaluate its interest in licensing or purchasing the IND Package and LICENSEE Development Information. LICENSOR shall have thirty (30) days to evaluate its interest in, and to notify LICENSEE of LICENSOR's intent to negotiate for, the IND Package and LICENSEE Development Information. Upon receipt of LICENSOR's notice of intent to negotiate, LICENSEE shall negotiate solely and in good faith with LICENSOR for a period of sixty (60) days, which may be extended by the mutual agreement of the Parties (the "ROFN Period"). If the Parties are unable to agree on substantive terms within the ROFN Period, LICENSOR shall not enter into any agreement with any third Person without providing LICENSOR at least twenty one (21) days to enter into an agreement for the IND Package and LICENSEE Development Information on the same terms as a third Person is willing to agree to contractually.

11.3.7. Termination Fees.

(i). If LICENSEE shall terminate this Agreement pursuant to Section 11.2.2., LICENSEE shall pay to LICENSOR a one-time termination fee in the amount of U.S. $25,000.00 within ten (10) days after the effective date of termination.

(ii). If this Agreement is terminated by either party for any reason, other than by LICENSEE pursuant to 11.2.6., LICENSEE shall pay to LICENSOR any milestone payment of Section 4.2. that is triggered within the sixty (60) day period after the effective date of termination of this Agreement as if this Agreement had not been terminated. With respect to the payments under 4.2.1, if a termination occurs any time after Payment #4's due date on April 15, 2019, then LICENSEE shall be liable for the payment #5 in 4.2.1.(ii).

11.4. Survival. Expiration or Termination of this Agreement will not relieve either Party of any right or obligation accruing before such expiration or termination, including, any payment due under this Agreement. Provisions of this Agreement which by are expressly or by implication to come into or continue in force and effect after expiration or termination of this Agreement remain in effect and shall be fully enforceable until by their terms they are fulfilled or expire.

12. DISPUTE RESOLUTION

12.1. In the case of a dispute, controversy or claim arising out of, or related to, the execution, delivery, performance, validity or interpretation of this Agreement, or the applicability, scope or limitation of this article (each a "Dispute"), a Party may notify the other Party in writing of the Dispute and the Parties shall consult with each other to resolve the Dispute in a friendly manner. The written notice of dispute shall set forth the nature and content of the Dispute in detail. If the Dispute is not resolved within sixty (60) days after issuance of the notice the period to resolve the dispute can be extended by mutual agreement of the Parties. If the dispute is not resolved after mutually agreed extensions then the Dispute shall be resolved pursuant to Section 12.2.

12.2. If a Dispute cannot be amicably resolved within sixty (60) days as set forth in Section 12.1. the Dispute shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. A Party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an impartial individual who is knowledgeable in matters pertaining to the pharmaceutical industry to serve as an arbitrator. If the other Party objects within fifteen (15) days to the arbitrator proposed, and the Parties fail to agree on an arbitrator within thirty (30) days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, which Rules are deemed to be incorporated by reference into this clause. The place of the arbitration shall be Alexandria, Virginia, and all proceedings shall be in English. All awards granted by the arbitrator are final and binding on the Parties, and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment may be entered on any award or decision of the arbitration panel by either Party in a court of competent jurisdiction. The arbitrator may grant emergency interim relief according to the applicable arbitration rules, and shall award costs, fees and other expenses of the arbitration, including reasonable attorneys' fees, to the Party not in default.

12.3. All proceedings under this Section 12. and evidence given or discovered pursuant hereto shall be regarded and preserved as secret and confidential by Parties as set forth in Section 7. and by the arbitrator(s).

13. MISCELLANEOUS

13.1. Assignment. This Agreement, and the rights and obligations hereunder, are not assignable by LICENSEE without the prior written consent of LICENSOR, except that LICENSEE may assign its rights and obligations under this Agreement to an unaffiliated third Person in connection with the sale or transfer of its business or all of the assets of LICENSEE relating to the Licensed Products with prior written notice to LICENSOR and on the condition that any such assignee is bound by written agreement to the terms of this Agreement as if it were LICENSEE. LICENSOR may assign to a trust, his estate, a Person, or to a charitable organization the then-existing or future proceeds due under this Agreement (along with the all rights afforded LICENSOR under this Agreement to receive reports according to Section 5.3. and to review LICENSEE's and its Affiliates' books and records according to Section 5.5.); provided that LICENSOR shall remain obligated to perform all obligations of LICENSOR under this Agreement. This Agreement, and the rights and obligations hereunder, are binding upon, and inure to the benefit of, any transferees, successors-in-interest, and permitted assignees of the Parties hereto. Any assignment or transfer not in accordance with this Section 13.1. is void.

13.2. Choice of Law. This Agreement is governed and construed according to the laws of the Commonwealth of Virginia without regard to the conflicts of law provisions. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each Party hereby consents to and will not contest personal jurisdiction in the local and federal courts of Alexandria, Virginia.

13.3. Entire Agreement; Amendment. The terms of this Agreement and the Equity Agreement constitute the complete and exclusive agreement between LICENSOR and LICENSEE as to the subject matter of this Agreement, and supersede all other prior and contemporaneous discussions, agreements and writing in respect hereto; except for the April 21, 2017 Confidential Disclosure Agreement [Mutual Disclosure of Confidential Information Agreement] which shall remain in full force with respect to disclosures thereunder. There are no other understandings, promises, terms or obligations, oral or written, expressed or implied, as to the subject matter of this Agreement. Any amendment, modification or replacement to this Agreement shall be made in writing and signed by an authorized officer of each Party.

13.4. Independent Contractors. Both Parties are independent contractors. Nothing herein contained creates an employment, agency, joint venture or partnership relationship between the Parties. Neither Party has any express or implied power to enter any commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

13.5. Interpretation. The definitions of terms herein apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except where expressly stated otherwise in this Agreement, the following rules of interpretation apply to this License: (i) the words “include”, “includes” and “including” are not limiting and mean include, includes and including, but not limited to; (ii) the words “herein”, “hereof’ and “hereunder”, and words of similar import, are construed to refer to this Agreement and not to any particular provision, (iii); references to a “Section” or “Schedule” refer to a Section of, or Schedule to, this Agreement unless otherwise indicated; and (iv) the word “any” means “any and all” unless otherwise indicated by context. The headings used throughout are for convenience only and are not given any legal effect. This Agreement has been prepared jointly and is not to be strictly construed against either Party.

13.6. No Third-Party Beneficiary. No term or condition is intended for the benefit of any third Person, and LICENSOR and LICENSEE do not intend any term or condition to be enforceable by a third Person, including any Affiliate, Distributor, Sublicensee or End-User of the Licensed Product.

13.7. Notices. All notices and other communications hereunder must be in writing and addressed as follows (or such other address for a Party as specified by like notice):

To LICENSOR: ALAN BUCHMAN, M.D.
[…***…]

To LICENSEE: ARTARA THERAPEUTICS, INC.
55 Jane Street
New York, NY 10014

Attn: Jesse Shefferman, CEO

All such notices or communications will be deemed to have been delivered and received (i) if delivered in person, on the day of such delivery, (ii) if sent by nationally recognized overnight delivery service, on the second business day after sending thereof, (iii) if sent by registered or certified mail, return receipt requested and postage prepaid, on the seventh business day after the mailing thereof, or (iv) if sent by facsimile transmission or electronic mail, on the day which such facsimile or electronic mail was sent is personally confirmed by telephone, or the day on which a transmission report or read receipt confirms receipt.

13.8. Press Release. Except as otherwise required by law, neither Party shall issue a press release or make any other public disclosure with regard to the existence of this Agreement or the terms hereof without the prior approval of the other Party of such press release or public disclosure. Each Party shall submit any anticipated press release or public disclosure to the other Party, and the receiving Party shall expeditiously review and approve any such press release or public disclosure, which approval shall not be unreasonably withheld or delayed. If the receiving Party does not respond within ten (10) business days, the press release or public disclosure shall be deemed approved.

13.9. Revision; Severability. If any provision of this License, or any part thereof, is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision will be reformed to comply with applicable law to the maximum extent or stricken if not so conformable, and such invalidity or unenforceability does not affect the remainder of such provision or any other provision here which remains in full force and effect.

13.10. Waiver. No provision of the Agreement will be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of such provision or any other provision.

13.11. Counterparts. This Agreement may be executed in two (2) counterparts and by facsimile or electronic signature, each of which counterparts, when so executed and delivered, will be deemed to be an original, and all of which counterparts, taken together, will constitute one and the same instrument.

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

Alan Buchman		**Artara Therapeutics, Inc.**	
By:	/s/ Alan Buchman, M.D.	By:	/s/Jesse Shefferman
Name:	Alan Buchman	Name:	Jesse Shefferman
Title:		Title:	C.E.O.

9/27/2017

Exhibit 1.7

Existing Study Data

[…***…]

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY […*…], HAS BEEN OMITTED BECAUSE ARTARA THERAPEUTICS, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ARTARA THERAPEUTICS, INC. IF PUBLICLY DISCLOSED.**

SPONSORED RESEARCH AND LICENSE AGREEMENT

This **Sponsored Research and License Agreement** (this "Agreement") is entered into on November 28, 2018 (the "Effective Date"), by and between **ArTara, Inc.** located at 1 Little West 12th Street, New York, NY 10014 ("ArTara"), and **The University of Iowa**, located at c/o Division of Sponsored Programs, 2 Gilmore Hall, Iowa City, IA 52242 ("University"). ArTara and University may individually be referred to herein as a "Party," and collectively as "Parties."

WI T N E S S E T H:

WHEREAS, ArTara is engaged in the development of pharmaceutical products for the treatment of serious rare diseases;

WHEREAS, University is engaged in clinical research to improve the diagnosis and treatment of lymphangioma (LM) using **OK-432** (as defined below), a pharmaceutical product not approved by regulatory authorities in the United States;

WHEREAS, University is engaged in a clinical research Program (as defined below) and with **Chugai Pharmaceutical Co., Ltd.**, 1-1 Nihonbashi 2-Chome, Chuo-ku, Tokyo, 103-8324 Japan, and its wholly-owned subsidiary, **Chugai Pharma U.S.A, LLC** 300 Connell Drive, Suite 3100, Berkeley Heights, New Jersey 07922 (collectively "Chugai"), the product manufacturer;

WHEREAS, Principal Investigator (as defined below) of the Program is an employee of the University and holds the IND (as defined below) approved by the FDA (as defined below) for OK-432 under BB-IND#5266;

WHEREAS, ArTara wishes to develop and submit for regulatory approval, **TARA-002**, a proposed product that will be biosimilar to **OK-432**;

WHEREAS, ArTara wishes to use the Program Data (as defined below) collected from the Program, conduct research analysis of the Data and potentially rely on said Program Data to support Regulatory Approvals (as defined below) for TARA-002 in the Territory (as defined below); and

WHEREAS, the copying, review and analysis of Program Data for the Project (as defined below) contemplated by this Agreement is of mutual interest and benefit to University and ArTara.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE ONE
DEFINITIONS

1.1 "**Affiliates**" of a person or entity means any other entity which (directly or indirectly) is controlled by, controls or is under common control with such person or entity. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to an entity will mean (i) in the case of a corporate entity, direct or indirect ownership of voting securities entitled to cast at least fifty percent (50%) of the votes in the election of directors, or (ii) in the case of a non-corporate entity, direct or indirect ownership of at least fifty percent (50%) of the equity interests with the power to direct the management and policies of such entity, provided that if local law restricts foreign ownership, control will be established by direct or indirect ownership of the maximum ownership percentage that may, under such local law, be owned by foreign interests.

1.2 "**CRO**" means a contract research organization selected by ArTara to assist in the Project as approved by the University and/or Principal Investigator, such approval not to be unreasonably delayed or withheld.

1.3 "**FDA**" means the United States Food and Drug Administration.

1.4 "**Field**" means all therapeutic, diagnostic and prophylactic uses of the Product(s).

1.5 "**First Commercial Sale**" means the first sale for use or consumption for which revenue has been recognized of Product in a country or territory after all required Regulatory Approvals for commercial sale of Product have been obtained in such country or territory.

1.6 "**ICH-GCP's**" means the International Conference on Harmonization and Good Clinical Practice Guidelines as adopted in the applicable FDA regulations.

1.7 "**Indication**" means treatment of lymphangioma (also known as lymphatic malformations) in humans.

1.8 "**IND**" means University filed investigational new drug application on file with the FDA (BB-IND#5266) for OK-432 for the Indication.

1.9 "**Net Sales**" means, with respect to the Product, the gross invoiced sales price payable to ArTara and/or its Affiliates and their respective licensees and sublicensees for sales anywhere in the world of the Product to a third party, less:

(a) discounts (including cash, quantity and patient program discounts), retroactive price reductions, charge-back payments and rebates granted to managed health care organizations or to federal, state and local governments, their agencies, and purchasers and reimbursers or to trade customers;

(b) credits or allowances actually, not to exceed the original invoice amount, granted upon claims, damaged goods, rejections or returns of the Product, including the Product returned in connection with recalls or withdrawals;

(c) freight out, postage, shipping and insurance charges for delivery of the Product if charged separately and include in the gross receipts; and

(d) taxes or duties, excluding income taxes and value-added taxes, levied on, absorbed or otherwise imposed on the sale of the Product, including governmental charges otherwise imposed upon the billed amount, as adjusted for rebates and refunds, provided that such are included in gross receipts and are paid to and/or its Affiliates and their respective licensees and sublicensees.

Net Sales shall be determined in accordance with generally accepted accounting principles, consistently applied.

1.10 "**OK-432**" means Picibanil (OK-432), a lyophilized mixture of group A Streptococcus pyogenes developed by Chugai and that has been approved by applicable Japanese pharmaceutical regulatory authorities for the treatment of the Indication.

1.11 "**Principal Investigator**" means **Richard Smith, MD**

1.12 "**Product**" shall mean TARA-002 and any similar products.

1.13 "**Program**" means collectively, the clinical research studies investigating the efficacy and safety of OK-432 for the Indication conducted by Principal Investigator in collaboration with multiple sites in the United States and the University expanded access program performed by Principal Investigator designed to improve the diagnosis and treatment of the Indication using OK-432.

1.14 "**Program Data**" means the data set forth on Exhibit A including all case reports forms, source data, and safety data in the possession of or available to University arising from the Program and any other data and information included in the IND.

1.15 "**Project**" shall mean the compilation and available statistical analyses of the Program Data as described in the Project Plan, which is summarized in Section 2.2.

1.16 "**Project Documentation**" shall mean the documentation created and generated by ArTara and CRO in the conduct of the Project that incorporates or is based upon Program Data.

1.17 "**Project Plan**" means the plan for the Project mutually agreed upon by the Parties as summarized in Section 2.2.

1.18 "**Right of Reference**" means the authority to rely upon, and otherwise use, an investigation for the purpose of obtaining Regulatory Approvals, including the ability to make available the underlying raw (source) data from the investigation for audit, if necessary.

1.19 "**Regulatory Approvals**" means the medical, technical and scientific licenses, registrations, authorizations and approvals (including without limitation, approvals of IND's, New Drug Applications ("NDA's") and equivalents, supplements and amendments, pre- and post- approvals, pricing and third-party reimbursements approvals and labeling approvals) for the development and commercialization of pharmaceutical products.

1.20 "**Regulatory Authorities**" means any applicable national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity, necessary for the development, manufacture, distribution, marketing, promotion, offer for sale, use, import, export or sale of a pharmaceutical product in a regulatory jurisdiction.

1.21 "**Regulatory Filings**" means collectively, IND's, Product License Applications, Drug Master Files, NDA's, Biological License Applications ("BLAs") including supportive and annual filings and/or any other equivalent or comparable filings as may be required by Regulatory Authorities to obtain Regulatory Approvals.

1.22 "**Royalty**" means the royalty on Net Sales of Product in the Indication, as set forth in Article Three below.

1.23 "**TARA-002**" means the ArTara pharmaceutical product intended to be similar to or biosimilar to OK-432.

1.24 "**Territory**" means worldwide.

ARTICLE TWO
PROJECT

2.1 **Performance of Project.** The University and/or Principal Investigator together with ArTara and the CRO will conduct the Project in accordance with the Project Plan and will use all reasonable endeavors consistent with their expertise to successfully complete the Project. It is the goal of the Project to use the Program Data as clinical support for Product Regulatory Filings and to gain approval to commercialize the Product for the Indication in the Territory.

2.2 **Project Plan.** The Project Plan as approved by each of the Parties may be modified or amended only upon mutual agreement of each of the Parties. The Project will consist of three phases:

(a) **Phase I:** University and/or Principal Investigator will provide access to the Program Data to ArTara and the CRO at the University's facilities. ArTara and the CRO will be allowed to make complete copies of the original Program Data for the purposes of off-site data entry and storage, all as and only to the extent needed to support ArTara's efforts to accomplish the Project. University will provide ArTara and CRO the opportunity to examine the originals of medical records and supporting records for the Program Data at the University during normal business hours and at mutually agreeable times. University and Principal Investigator will also provide to ArTara contact information for other participating investigators and research sites that have contributed data to the Program. University will retain all Program Data for the sooner to occur of a New Drug Application (NDA) for the Product being approved or ten (10) years from the Effective Date. ArTara will bear any costs related to necessary long-term on or off-site storage of the Program Data, medical records and/or supporting records. ArTara understands that separate engagement agreements may be required by collaborating third party entities and associated principal investigators and University will assist ArTara in obtaining such agreements. It is understood that the goal of Phase I is a feasibility analysis of the Program Data to support Regulatory Filings in the United States.

(b) **Phase II:** University recognizes that because of ArTara's unfamiliarity with the Program Data database, assistance from the Principal Investigator and other research and medical employees of the University may from time to time be
needed for ArTara to query and analyze the Program Data database as needed to achieve successful presentation to applicable Regulatory Authorities and submission of Regulatory Filings. ArTara will endeavor to minimize University resources required during Phase II. The goal of Phase II will be to compile the Project Documentation.

(c) **Phase III:** CRO will convert Program Data to eCTD format for submission to Regulatory Authorities. University recognizes that ArTara may receive specific data requests from Regulatory Authorities in connection with ArTara's presentations of Program Data to support Regulatory Filings. University will assist ArTara in responding to such requests for data or access to source data from Regulatory Authorities. ArTara agrees to notify University of such requests as soon as is practicable. The goal of Phase III will be filing of a BLA based on Project Documentation and response to Regulatory Authorities.

(d) **Phase IV Optional:** Upon mutual written agreement of University and ArTara, ArTara may sponsor, and University may conduct, new Product or Product-related clinical studies (for example, follow-up studies) to support the goal of the Project or as may be useful for gaining or maintaining Regulatory Approvals for the Product for the Indication. Any such studies will be at the sole discretion of each Party subject to terms and conditions to be mutually agreed upon in agreements separate from this Agreement. **Richard Smith, MD** will be given first consideration as a principal investigator for all new Product or Product-related clinical studies, in addition to other sites provided final site selection will be based on the best interest of the Project.

(e) **Phase V: Publication:** Collected data from the Project will be used to write a paper by the University and/or Principal Investigator (the "Publication") as a follow up to the publication in 2009 (*Smith MC, Zimmerman MB, Burke DK, Bauman NM, Sato Y, Smith RJ; OK-432 Collaborative Study Group. Efficacy and safety of OK-432 immunotherapy of lymphatic malformations. Laryngoscope. 2009Jan;119(1):107-15. doi: 10.1002/lary.20041. PubMed PMID: 19117316*). (the "Publication"). The Publication will be in accordance with the terms in Article 5 herein.

2.3 **Project Management.** During the term of this Agreement, the Principal Investigator and and/or his authorized representative and ArTara authorized representatives will meet as necessary to consult with one another and discuss the progress and results of the Project and any modifications to the Project Plan. Consultation by either Party shall be by means of personal visits, correspondence and telephone calls, all as appear reasonable and necessary and are mutually agreed upon by the Principal Investigator and ArTara.

ARTICLE THREE
FUNDING AND PAYMENT

3.1 **Funding.** During the term of the Project in accordance with the Project Plan, ArTara will provide thirty thousand dollars (US $30,000) per year in funding for the Project, taking into consideration the time spent by University employees required for the Project. The Parties agree to discuss in good faith potential additional funding required for completion of the Project as applicable and necessary.

3.2 **Approval Milestone based on Data Value:** Within forty-five (45) days of an approval of the TARA-002 BLA by the FDA, ArTara will pay a one-time approval milestone to University pursuant to the usefulness of the Program Data in TARA-002's BLA filing, as set forth below:

Official Feedback from FDA regarding the Program Data	**Milestone**
[…***…]	$[…***…]
[…***…]	$[…***…]
[…***…]	$[…***…]
[…***…]	[…***…]

3.3 **Royalties.** Royalties will be payable by ArTara on Net Sales of Product in the Indication. ArTara will, no later than […***…] following the close of each calendar quarter, pay tiered Royalties based on annual Net Sales of Product in the Indication as set forth below:

Annual Net Sales of Product for the Indication	**Annual Royalty Rate Percent Net Sales**
$0 - $25,000,000	1.75%
>$25,000,000 - $50,000,000	2.25%
>$50,000,000	2.50%

3.4 **Royalty Reduction.** In the event the Regulatory Authorities determine that the Program Data is not sufficient for Regulatory Approvals on its own and additional pediatric efficacy and safety clinical studies are required, Royalties set forth above will be reduced by […***…] percent ([…***…]%).

3.5 **Sales Milestone Payments.** In the event that Annual Net Sales, as detailed in Section 3.3, surpass certain thresholds, ArTara will make the following payments no later than […***…] following the close of the calendar quarter in which each milestone is reached as set forth below:

Annual Net Sales of Product for the Indication Exceeds	**Milestone Payment**
$25,000,000	$62,500
$50,000,000	$62,500
$100,000,000	$125,000

3.6 **Payments.**

All payments under Articles 3.2, 3.3 and 3.5 shall be sent to the following address:

Checks will be sent to:
The University of Iowa Research Foundation
ATTN: Accounting
6 Gilmore Hall
112 North Capitol St.
Iowa City, IA 52242-5500

Wire transfers will be sent to:
[…***…]

ArTara will include the University of Iowa Research Foundation agreement number 2019- 068, a reference to "***Richard Smith, MD, ArTara Sponsored Research and License Agreement dated November 28, 2018***" and purpose of payment with all payments. ArTara will add all applicable wire transfer fees to wire transfer payments.

All other payments shall be sent to the following address:

The University of Iowa
c/o Grant Accounting Office
118 S. Clinton St.
Iowa City, IA 52242

ARTICLE FOUR
DATA AND INTELLECTUAL PROPERTY

4.1 **Program Data and Project Documentation.**

(a) **Program Data.** Access to all original Program Data shall be provided to ArTara and the CRO at University's facilities in accordance with the Project Plan for the purposes of review and copying as and only to the extent needed to support ArTara's efforts to accomplish the Project. As between ArTara and the University, ownership of all Program Data is hereby retained by the University.

(b) **Project Documentation.** All Project Documentation shall be owned by ArTara to the extent publishable in accordance with Section 5 herein, except that ownership of any and all Program Data incorporated into Project Documentation shall as between ArTara and the University remain with the University. University may use all Project Documentation without royalty obligation for patient care and for its own internal teaching, research, and educational purposes, for publication to the extent permitted under Section 5 herein, and for the purpose of complying with any federal, state, or local laws or regulations. All medical records that support the Program Data and Project Documentation shall remain the property of the University.

4.2 **License.** University hereby grants to ArTara an exclusive license to use the Program Data solely for the Project and in Regulatory Filings in the Field in the Territory.

4.3 **Right of Reference and IND Assignment.** University hereby grants to ArTara an exclusive Right of Reference to all Program Regulatory Filings by University in support of the Product. Upon written request of ArTara, University will assign the IND to ArTara.

4.4 **Intellectual Property.** All intellectual property or patentable inventions arising out of or in connection with the Project which is discovered or invented solely by the University and/or Principal Investigator shall be the exclusive property of the University ("University Intellectual Property"). All intellectual property or patentable inventions arising out of or in connection with the Project which is discovered or invented solely by or on behalf of ArTara shall be the exclusive property of ArTara. All intellectual property or patentable inventions arising out of or in connection with the Project that are discovered or invented jointly by Principal Investigator and ArTara shall be considered Joint Intellectual Property and shall be jointly owned by the University and ArTara.

ARTICLE FIVE
CONFIDENTIAL INFORMATION; PUBLICATION

5.1 **Confidentiality.** During the term of this Agreement and for a period of seven (7) years after its termination or expiration each Party (the "Receiving Party") shall maintain in confidence and, except as authorized by this Agreement, not use any know-how, data, processes, techniques, formulas, test data and other information disclosed by the other Party (the "Disclosing Party") and which for any of the foregoing, if written, is marked "Confidential" by the Disclosing Party or, if verbal or visual, is identified in writing as "Confidential" at the time of disclosure and reduced to writing by the Disclosing Party within thirty (30) days of the verbal or visual disclosure ("Confidential Information").

5.2 **Exceptions.** The obligations of confidentiality and non-use set forth in paragraph 5.1 shall not apply to the extent that it can be established by Receiving Party that the information:

(a) was already known to Receiving Party without restriction at the time of disclosure;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure;

(c) became generally available to the public or otherwise part of the public domain after its disclosure to Receiving Party through no breach of this Agreement by Receiving Party;

(d) was disclosed to Receiving Party without restriction by a third party who had no known obligation to not to disclose such information;

(e) was independently developed by Receiving Party without the use of Confidential Information;

(f) was required to be disclosed by operation of law or court order; or

(g) Disclosing Party gave prior written consent to Receiving Party to disclose such Confidential Information.

5.3 **Return of Confidential Information.** In the event the Disclosing Party requests in writing the return of Confidential Information, the Receiving Party shall return such Confidential Information to Disclosing Party with the exception of one copy, which may be retained for archival purposes.

5.4 **Publication.** The University and ArTara each agree to treat matters of authorship of the Publication in a proper collaborative spirit and following guidelines and policies in accordance with the University of Iowa's Operations Manual which may be found at: https://opsmanual.uiowa.edu/.

It is anticipated that employees of the University will be first and senior authors on the Publication, but it is understood that final authorship will be determined in accordance with all applicable laws and regulations in publication practice, including Section 6002 of the Affordable Care Act a/k/a Sunshine Act and with ICMJE (International Committee of Medical Journal Editors) guidelines, standard scientific practice and journal guidelines. University and/or Principal Investigator shall provide ArTara with a copy of any proposed Publication for review and comment at least […***…] prior to submission thereof for publication. ArTara shall have […***…], after receipt of said copy to object to such proposed Publication because there is Confidential Information which needs protection. In the event that ArTara makes such objection, University and/or Principal Investigator shall refrain from submitting such Publication for a maximum of […***…] from date of receipt of such objection in order for ArTara to file patent application(s) directed to patentable subject matter contained in the proposed Publication. If in its review, ArTara identifies information it considers to be its Confidential Information, ArTara may require redaction of that Confidential Information; provided, however, that ArTara shall not require removal of information necessary for complete and accurate presentation and interpretation of the Program Data and results. The Publication shall occur within […***…] of the date the Project is closed or terminated, or University and/or Principal Investigator shall be free to publish Program Data and results at that time.

ARTICLE SIX
REPRESENTATIONS; INDEMNIFICATION

6.1 **Representations.** University represents:

(a) The Program is being, and has been, conducted in accordance with all applicable local, state and federal laws, and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and the regulations of the FDA, International Conference on Harmonization Good Clinical Practices as adopted in the applicable FDA regulations ("GCP's"), and the Form FDA 1572 Statements of Investigators.

(b) The Program is being and has been conducted in accordance with all applicable medical privacy laws or regulations, including without limitation, by obtaining any required subject informed consent to allow ArTara and ArTara's authorized representatives, FDA and other Regulatory Authorities access to and use of enrolled subjects' medical information as may be necessary for ArTara to receive and use Program Data under this Agreement.

(c) The clinical studies included in the Program are and have been conducted in accordance with the applicable protocol associated with the BB-IND#5266 held by the Principal Investigator.

(d) University represents that informed consent was required from all individual subjects prior to enrollment in the Program, and that the Program was approved by the Institutional Review Board of the University.

(e) University represents that it is authorized to enter into this Agreement and that the terms of this Agreement are consistent with the rules, regulations, policies and/or guidelines of University.

(f) University represents that to the best of its knowledge and belief there are no outstanding agreements or assignments which are inconsistent with the rights granted to ArTara pursuant to Article Four.

(g) The Parties shall commence performance of the Project promptly after the date of last signature of this Agreement and shall perform the Project in accordance with the current state of the laboratory research art and in accordance with applicable state and federal laws, including export laws, and regulations.

(h) University represents to the best of its knowledge, all information provided to ArTara pursuant to this Agreement is accurate in accordance with ICH-GCP's.

(i) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE UNIVERSITY MAKES NO REPRESENTATION AND EXTENDS NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. IN PARTICULAR, BUT WITHOUT LIMITATION, THE UNIVERSITY MAKES NO REPRESENTATION AND EXTENDS NO WARRANTY CONCERNING WHETHER THE PROGRAM DATA IS ACCURATE OR COMPLETE. THE PARTIES RECOGNIZE AND AGREE THAT ALL PROGRAM DATA, AND RELATED MATERIALS, DOCUMENTS, AND OTHER INFORMATION, THE UNIVERSITY MAKES AVAILABLE TO ARTARA AT ANY TIME IN CONNECTION WITH THIS AGREEMENT, ARE MADE AVAILABLE TO ARTARA AS AN ACCOMMODATION, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY AND COMPLETENESS OF SUCH MATERIALS, DOCUMENTS, AND OTHER INFORMATION. ARTARA EXPRESSLY AGREES THAT ANY RELIANCE UPON OR CONCLUSIONS DRAWN FROM THE PROGRAM DATA SHALL BE AT ARTARA'S OWN RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL NOT GIVE RISE TO ANY LIABILITY OF OR AGAINST THE UNIVERSITY. ARTARA HEREBY WAIVES AND RELEASES ANY CLAIMS ARISING UNDER THIS AGREEMENT, COMMON LAW OR ANY STATUTE ARISING OUT OF ANY PROGRAM DATA, RELATED MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO IT BY THE UNIVERSITY.

(j) University represents, to the best of its knowledge and belief, that neither it nor any of its officers, directors, employees involved in performing the Project is presently debarred pursuant to the Generic Drug Enforcement Act of 1992. University shall notify ArTara upon becoming aware of any inquiry or the commencement of any such investigation or proceeding.

6.2 **Representations.** ArTara represents and warrants:

(a) It is a company duly organized, existing, and in good standing under the laws of Delaware;

(b) The execution, delivery, and performance of this Agreement have been authorized by all necessary corporate action on the part of ArTara and the person signing this Agreement on behalf of ArTara has the authority to do so;

(c) The making, exercising of any right, or performance of any obligation under this Agreement does not violate any separate agreement it has with a third party, and in so acting, ArTara will not breach the terms and conditions of this Agreement or fail to comply with applicable laws, regulations, and court orders;

(d) It is not a party to any agreement or arrangement that would prevent it from performing its duties and fulfilling its obligations to the University under this Agreement;

(e) It has and will maintain at the time specified in Article 7 herein, the insurance coverage called for in Article 7;

(f) It will obtain any additional licenses from any third party needed to perform and fulfill its duties and obligations under this Agreement; and

(g) There is no pending litigation and no threatened claims against it that could impair its ability or capacity to perform and fulfill its duties and obligations under this Agreement.

6.3 **Indemnification by ArTara.** To the extent permitted by law, ArTara agrees to defend, indemnify and hold the University of Iowa Research Foundation, the University, the State of Iowa, the University's Board of Regents, their respective affiliates, trustees, officers, directors, faculty, staff, students, successors, assigns, independent contractors, agents and employees including but not limited to Principal Investigator ("University Indemnitees"), harmless from and against any and all liability, loss, expense, reasonable adjudicated attorneys' fees, or claims for injury or damages arising out of the use of the Program Data by ArTara and its Affiliates and subcontractors including but not limited to the CRO involved in the Project, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or acts or omissions of ArTara, its officers, agents, employees, subcontractors, the CRO or Affiliates.

6.4 **No Consequential Damages.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT IN A DIRECT ACTION BETWEEN THE PARTIES FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SUFFERED BY THE OTHER PARTY.

ARTICLE SEVEN
INSURANCE

7.1 ArTara, Affiliates, and sublicensees will obtain and maintain commercial general liability insurance with a reputable and financially secure insurance carrier prior to clinical testing, making, using, importing, offering to sell, or selling any licensed Product or engaging in any other act involving any licensed Product or the patent rights, if such act could possibly create risk of a claim against University Indemnitees for personal injury or property damage.

(a) The insurance will identify University Indemnitees as additional insureds and will provide that the carrier will notify University in writing at least […***…] prior to cancellation, non-renewal, or material change in coverage. Should ArTara fail to obtain replacement insurance providing comparable coverage within such […***…] period, University will have the right to termination this Agreement effective as of the end of the […***…] period without notice or any additional cure period.

(b) The insurance will include coverage for product liability with a minimum of […***…] dollars ($[…***…]) per occurrence and […***…] dollars ($[…***…]) annual aggregate, coverage for contractual liability, clinical trials liability if any such trial is performed, bodily injury and property damage, including completed operations, personal injury, coverage for contractual employees, blanket contractual and products, and all other coverages standard for such policies. Such insurance will additionally include errors and omissions insurance with a minimum of […***…] dollars ($[…***…]) per occurrence.

(c) Insurance policies purchased to comply with this Article Seven will be kept in force for at least […***…] after the last sale of licensed Product.

7.2 At University's request, such request to be made no more than annually, ArTara will provide University with a certificate of insurance and notices of subsequent renewals for its insurance and that of Affiliates extended rights under this Agreement and of sublicensees.

7.6 The specified minimum coverages and other provisions of this Article Seven do not constitute a limitation on ArTara's obligation to indemnify the University Indemnitees under this Agreement.

ARTICLE EIGHT
TERM AND TERMINATION

8.1 **Term.** This Agreement may be terminated by ArTara upon thirty (30) days prior written notice to University.

8.2 **Termination by Either Party.** Either Party may terminate the Project and all commitments and obligations with respect thereto, subject to Section 8.3 herein, upon thirty (30) days written notice to the other Party. In the event of any termination of the Project by University, (a) University agrees to complete Phase I and II of the Project, and (b) ArTara will continue to provide annual funding until the completion of Phase II. Upon termination of the Project by ArTara this Agreement will terminate subject to Section 8.3 and ArTara will reassign to University the IND if assignment thereof previously occurred pursuant to Section 4.3.

8.3 **Survival.** Termination of the Project for any reason shall not relieve any Party of any obligation that accrued under this Agreement prior to termination. The provisions of Article Three, Article Four, Article Five, Sections 6.3 and 6.4, and Articles Seven through Nine shall survive termination of the Project by University. The provisions of Article Five, Sections 6.3 and 6.4, Article Seven, Section 8.3 and Article Nine shall survive termination of the Project and this Agreement by ArTara.

ARTICLE NINE
MISCELLANEOUS

9.1 **Force Majeure.** University will not be liable for any failure to perform as required by this Agreement, if the failure to perform is caused by circumstances reasonably beyond University's control, such as labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, thefts, or other such occurrences.

9.2 **Publicity.** No Party will use directly or by implication the name of any other Party, or the name of any employee thereof without prior written notification and agreement of the named Party for promotional, marketing or advertising purposes. Notwithstanding the foregoing, nothing herein shall prevent either Party from disclosing the existence of this Agreement, the identities of the Parties, or the basic nature and scope of the purpose of this Agreement.

9.3 **Notices.** Any Notice required to be given pursuant to this Agreement shall be made by personal delivery or, if by mail, then by registered or certified mail, return receipt requested, by one Party to the other Party at the following addresses.

In the case of ArTara, Notice should be sent to:

ArTara Therapeutics
1 Little West 12th Street
NY, NY 10014

Attention: Jesse Shefferman

In the case of University, Notice should be sent to:

The University of Iowa
c/o Division of Sponsored Programs
2 Gilmore Hall
Iowa City, IA 52242
Attention: […***…]

9.4 **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa.

9.5 **Assignment.** No Party may assign any rights under this Agreement or delegate any duties hereunder without the prior written consent of the other Party.

9.6 **Independent Contractors.** The relationship between ArTara and the University created by this Agreement shall be one of an independent contractor and no Party shall have the authority to bind or act as agent for the other Party.

9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties (whether written or verbal) relating to said subject matter.

9.8 **Severability.** Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but should any provision of this Agreement be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. However, if such provision is deemed significant and its invalidity would substantially alter the basis of this Agreement, the Parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

9.9 **Waiver.** No provision of this Agreement shall be waived by any act or omission of the Parties or their agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

9.10 **Counterparts.** This Agreement may be signed in any number of counterparts, including in PDF format, each of which shall be an original, with the same effect as though the signatures hereto and thereto were on the same instrument.

9.11 **Section Headings.** The recitals and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in interpreting any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by an authorized official as of the day and year first above written.

ARTARA THERAPEUTICS, INC.

/s/ Jesse Shefferman
By: Jesse Shefferman
Title: Chief Executive Officer

THE UNIVERSITY OF IOWA

/s/ Wendy Beaver
By: Wendy Beaver
Title: Executive Director, Division of Sponsored Programs

READ & ACKNOWLEDGED BY PRINCIPAL INVESTIGATOR

/s/ Richard Smith
By: Richard Smith, M.D.
Title: Professor of Otolaryngology Head and Neck Surgery

EXHIBIT A

PROGRAM DATA

[…***…]

Exhibit 10.6

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY […*…], HAS BEEN OMITTED BECAUSE ARTARA THERAPEUTICS, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ARTARA THERAPEUTICS, INC. IF PUBLICLY DISCLOSED.**

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of December 22, 2017 ("Effective Date"), by and between The Feinstein Institute for Medical Research, a not-for-profit corporation organized and existing under the laws of New York, having an office and place of business at 350 Community Drive, Manhasset, NY 11030 ("Licensor") and ArTara Therapeutics, Inc., a corporation organized and existing under the laws of Delaware, having an office and place of business at 302a West 12th Street, Suite 254, New York, NY 10014 ("Licensee").

STATEMENT

Licensor is the owner by assignment of the Agreement Patents (as defined below) which relate to treatment of fatty liver disease in humans. Licensee wishes to acquire an exclusive license in the Field (as defined below) from Licensor with respect to such patent rights.

NOW, THEREFORE, in consideration of the promises and mutual covenants, conditions and limitations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Definitions

1.01 "**Agreement Patents**" means the patent listed on Appendix A, together with any and all reissues, reexaminations, renewals, continuations, extensions and any application claiming priority to the patent listed on Appendix A or the patent application on which it is based.

1.02 "**Affiliate**" means any entity that, directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with Licensee. For the purposes of this definition, control shall mean the direct or indirect ownership of at least Fifty Percent (50%) of (i) the stock shares entitled to vote for the election of directors or (ii) ownership interest,

1.03 "**Confidential Information**" means any materials or information designated as such in writing by the disclosing party, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such confidential or proprietary materials or information are disclosed by the disclosing party to the recipient. Notwithstanding the foregoing, information or materials which are orally or visually disclosed to the recipient by the disclosing party, or are disclosed in a writing or other tangible form without an appropriate letter, proprietary stamp or legend, shall constitute Confidential Information if the disclosing party, within […***…] after such disclosure, delivers to the recipient a written or electronic document or documents describing such information or materials, designating the same as confidential, and referencing the place and date of such oral, visual, written or other tangible disclosure.

1.04 "**Field**" means treatment of fatty liver disease in humans receiving total parenteral nutrition, by administering, as monotherapy, a pharmaceutical composition comprising intravenous choline, wherein the fatty liver disease is selected from intestinal failure-associated liver disease (IFALD), non-alcoholic fatty liver (NAFL), non-alcoholic steatohepatitis (NASH), NASH-associated liver fibrosis, or non-alcoholic cirrhosis.

1.05 "**Licensed Product**" means any product, process or service in the Field, the development, manufacture, use, provision or sale of which would, in the absence of the license granted under this Agreement, infringe a Valid Claim of an Agreement Patent.

"**Net Proceeds**" means all revenues and other consideration received by Licensee in consideration of the grant of a sublicense to the Agreement Patents and/or an option to sublicense the Agreement Patents, including, without limitation, all upfront fees, license fees, milestone payments, technology access fees, premiums on sales of debt or equity securities, annual maintenance fees, and any other payments by a third party in exchange for rights to distribute, market or sell a Licensed Product or an option to distribute, market or sell a Licensed Product. Net Proceeds does not include: (i) royalties received by Licensee based on Net Sales of Licensed Products by Sublicensees, or (ii) payments for debt or equity securities of Licensee that are at or below the fair market value of such securities as of the date of receipt of such payments as mutually determined by Licensor and Licensee.

If Licensee intends to accept from a Sublicensee or optionee any non-cash consideration as Net Proceeds, Licensee must first obtain Licensor's written approval which approval shall not be unreasonably withheld or delayed. For any non-cash consideration approved by Licensor and received as Net Proceeds, the parties will appoint an independent third party to determine the present day value of such consideration and that value shall be added to Net Proceeds in place of the non-cash consideration. The cost of the independent third party will be paid by Licensee.

1.06 "**Net Sales**" means the total consideration, in any form, received by Licensee, Affiliates and/or Sublicensees as consideration for the sale, lease, provision or other disposition of Licensed Products by Licensee and/or Affiliates and/or Sublicensees to an independent third party ("Total Consideration") , less:

(a) customary and reasonable trade discounts actually allowed, refunds, returns and recalls;

(b) when included in gross sales, customary and reasonable freight, shipping, duties, and sales, V.A.T. and/or use taxes based on sales prices, but not including taxes when assessed on incomes derived from such sales; and

(c) Rebates paid or credited to managed care organizations and governmental agencies with respect to Medicaid, Medicare or similar local or national government programs.

In no case will the total deductions referenced in Sub-sections (a) and (b) of this Section 1.04 exceed […***…] Percent ([…***…]%) of the Total Consideration for Licensed Products in any […***…].

If Licensee and/or Affiliates and/or Sublicensees intend to accept from independent third parties any non-cash consideration as Net Sales or intend, other than in connection with a clinical trial intended to generate information under a national law which regulates the manufacture, use or sale of drugs, to provide Licensed Product at no charge, Licensee must first obtain Licensor's written approval which approval will not be unreasonably withheld or delayed. For any non-cash consideration approved by Licensor and received as Net Sales, the parties will appoint an independent third party to determine the present day value of such consideration and that value shall be added to Net Sales in place of the non-cash consideration. The cost of the independent third party will be paid by […***…].

In the event that, during a particular calendar quarter, a Licensed Product is sold in combination with one or more other products, whether or not such other products are packaged or otherwise physically combined with such Licensed Product, for a single price (a "Combination Product"), Net Sales from sales of a Combination Product, for purposes of calculating royalties due under this Agreement, shall be calculated by multiplying the Net Sales of the Combination Product by the fraction A/(A+B), where A is the average per unit sales price for such calendar quarter of the Licensed Product sold separately in the country of sale and B is the average per unit sales price for such calendar quarter of the other product(s) sold separately in the country of sale. In the event that no separate sales are made of the Licensed Product and/or the other product(s) in the country of sale, separate sale prices in commensurate countries may be used instead. In the event that no separate sales are made of the Licensed Product and/or the other product(s), Net Sales from sales of a Combination Product, for purposes of determining royalty payments on such Combination Products, shall be negotiated in good faith by the parties. If the parties are unable to agree, then the parties will appoint an independent third party to make the determination. The cost of the independent third party will be paid by Licensee.

1.07 "**Patent**" means any patent and patent application, including all provisionals, substitutions, divisionals, reissues, reexaminations, renewals, continuations, continuations-in-part, substitute applications, priority applications and inventors' certificates, extensions and supplemental certificates and any and all foreign equivalents of the foregoing.

1.08 "**Sublicensee**" shall mean any non-Affiliate third party to whom Licensee has granted the right to make and sell (or otherwise dispose of) Licensed Products. A "Sublicensee" shall not include a distributor, pharmacy or other re-seller of Licensed Products.

1.09 "**Territory**" means all countries of the world.

1.10 "**Valid Claim**" means a claim of (a) an issued and unexpired patent which has not been held unenforceable or invalid by a fin.al, unreversed, and unappealable decision of a court or other governmental body of competent jurisdiction, has been irretrievably abandoned or disclaimed, or has otherwise been finally admitted or finally determined by the relevant governmental authority to be invalid, unpatentable or unenforceable, whether through reissue, reexamination, disclaimer or otherwise; or (b) a pending patent application to the extent the claim continues to be prosecuted in good faith.

2. <u>Licensor's Agreements With U.S. Government</u>

2.01 Licensor, through its research personnel, has and will perform research sponsored in part by the United States Government and related to the Field. As a result of this government sponsorship of the aforementioned research, the United States Government retains certain rights in such research as set forth in 35 U.S.C. §200 *et seq*. and applicable regulations.

2.02 The continuance of such government sponsored research by Licensor and its research personnel during the term of this Agreement will not constitute a breach of this Agreement. All rights reserved to the U.S. Government under 35 U.S.C. §200 *et seq.* and applicable regulations shall remain so reserved and shall in no way be affected by this Agreement. Licensor and its research personnel are not obligated under this Agreement to take any action which would conflict in any respect with their past, current or future obligations to the U.S. Government as to work already performed and to be performed in the future.

3. Agreement Patents

3.01 Licensee will pay the cost of maintaining and resisting challenges to the validity of the Agreement Patents using counsel selected by Licensor. Licensor and Licensee will each have full access to the outside counsel. In the event of disagreement on any patent matter, Licensor shall have final decision-making authority. Payment is due within […***…] of receipt of each invoice for such costs. Licensee shall cooperate with any reasonable request of Licensor in connection with such maintenance and/or defense. In the event that Licensee elects not to pay to maintain or defend any patent within the Agreement Patents, Licensee shall give Licensor […***…] prior written notice of such election. Any patents so elected shall at the end of the notice period cease to be considered Agreement Patents, and Licensor shall then be free, at its election, to abandon, maintain or enforce such patent (at Licensor's sole discretion, cost and expense) or grant rights to such patent to third parties.

3.02 Amounts paid by Licensee pursuant to Section 3.01 will be non-refundable and not creditable against any other payment due to Licensor.

3.03 Licensor represents and warrants that no Patent claiming priority to the Agreement Patents has been filed in any jurisdiction other than the United States or is pending in the United States.

4. License Grant

4.01 Subject to Section 2, Licensor hereby grants to Licensee and Affiliates an exclusive license in the Territory, with the right by Licensee only to grant sublicenses to non-Affiliate third parties, under Licensor's rights in the Agreement Patents to develop, make, have made, use, sell, offer for sale and import Licensed Products. Licensee will not grant or amend any sublicense under Agreement Patents unless it first submits a full and complete draft of any such proposed sublicense or amendment (as the case may be) to Licensor and then receives the prior written consent of Licensor, which consent will not be unreasonably withheld or delayed. The terms of any sublicense agreement shall not contradict the terms of this Agreement and shall include (at least) the following provisions: prohibiting any use of Licensor's name (consistent with Section 9.01), requiring indemnification of Licensor (consistent with Section 12.04), requiring appropriate insurance (consistent with Section 12.09), and disclaiming any warranties or representations by Licensor (consistent with Sections 12.05 and 12.06). Licensee shall provide Licensor with a full and complete copy of any approved sublicense or amendment within thirty (30) days of execution thereof by Licensee, which sublicense or amendment shall be the Confidential Information of Licensee and protected from disclosure by Licensor as provided in Section 5.03.

4.02 Notwithstanding the exclusive rights granted to Licensee in the Field pursuant to Section 4.01, Licensor shall retain the right to make, use and practice Agreement Patents its own laboratories solely for non-commercial scientific purposes and for continued non-commercial research. Further, Licensor shall have the right to make available to not-for-profit scientific institutions and non-commercial researchers materials covered under Agreement Patents, solely for non-commercial scientific and research purposes, provided, however, that no Confidential Information of Licensee is disclosed in the process.

4.03 Nothing contained in this Agreement shall be construed or interpreted as a grant, by implication or otherwise, of any license except as expressly specified in Section 4.01 hereof. The license granted herein shall apply to the Licensee and Affiliates, except that Affiliates shall not have the right to grant sublicenses. If any Affiliate exercises rights under this Agreement, Licensee will promptly notify Licensor in writing, and such Affiliate shall be bound by all terms and conditions of this· Agreement, including but not limited to indemnity and insurance provisions, which shall apply to the exercise of the rights, to the same extent as would apply had this Agreement been directly between Licensor and the Affiliate. In addition, Licensee shall remain fully liable to Licensor for all acts and obligations of Affiliates such that acts of Affiliates shall be considered the acts of Licensee.

5. Confidentiality

5.01 Nothing herein contained shall preclude Licensor from making required reports or disclosures to the NIH or to any other philanthropic or governmental funding organization, provided, however, that no Confidential Information of Licensee is disclosed in the process.

5.02 Licensee will retain in confidence Confidential Information of Licensor and Licensee will not disclose any such Confidential Information to any third party without the prior written consent of Licensor, except that Licensee shall have the right to disclose such information to any third party for commercial, investment, or research and development purposes under written terms of confidentiality and non-disclosure which are commercially reasonable. These obligations of confidentiality are for a period ending five (5) years after termination or expiration of this Agreement, provided, however, that such obligations shall not apply to any such information which:

(a) was known to Licensee or generally known to the public prior to its disclosure hereunder as evidenced by written record; or

(b) subsequently becomes known to the public by some means other than a breach of this Agreement; or

(c) is subsequently disclosed to Licensee by a third party having a lawful right to make such disclosure; or

(d) is required to be disclosed by regulation, law or court order to the most limited extent necessary to comply therewith, provided Licensor is given a fair opportunity to defend against such disclosure; or

(e) is independently developed by Licensee as evidenced by Licensee's written records without use of or reference to Licensor's Confidential Information; or

(f) Licensee is specifically authorized by Licensor, in writing and in advance, to disclose.

5.03 Licensor will retain in confidence Confidential Information of Licensee and Licensor will not disclose any such Licensee Confidential Information to any third party without the prior written consent of Licensee for a period ending five (5) years after termination or expiration of this Agreement, provided however, that such obligations shall not apply to any such information which:

(a) was known to Licensor or generally known to the public prior to its disclosure hereunder as evidenced by written record; or

(b) subsequently becomes known to the public by some means other than a breach of this Agreement; or

(c) is subsequently disclosed to Licensor by a third party having a lawful right to make such disclosure; or

(d) is required to be disclosed by regulation, law or court order to the most limited extent necessary to comply therewith, provided Licensee is given a fair opportunity to defend against such disclosure; or

(e) is independently developed by Licensor as evidenced by Licensor's written records without use of or reference to Licensee's Confidential Information; or

(f) Licensor is specifically authorized by Licensee, in writing and in advance, to disclose.

6. Royalties and Payments

6.01 Licensee shall make the following payments to Licensor:

(a) Licensee will pay to Licensor a royalty of One Percent (1.0%) of the first One Hundred Million Dollars ($100,000,000) of Net Sales and a royalty of One and One-Half Percent (1.5%) of all Net Sales thereafter.

(b) Licensee will pay to Licensor Twelve and One-Half Percent (12.5%) of Net Proceeds resulting from agreements entered into within two (2) years from the Effective Date and Seven and One-Half Percent (7.5%) of Net Proceeds resulting from agreements entered into thereafter.

6.02 Licensee shall make the following license maintenance payments to Licensor:

(a) On the second anniversary of the Effective Date and every anniversary of the Effective Date thereafter until the first commercial sale of a Licensed Product, Licensee will pay to Licensor Fifteen Thousand Dollars (US$15,000) as a license maintenance fee. Each such fee is non-refundable but is creditable against actual payments due to Licensor pursuant to Section 6.01 during the twelve (12) month period following each such anniversary.

(b) On the first anniversary of the Effective Date after the first commercial sale of a Licensed Product and every anniversary of the Effective Date thereafter, Licensee will pay to Licensor Thirty Thousand Dollars (US 30,000) as a license maintenance fee. Each such fee is non-refundable but is credible against actual payments due to Licensor pursuant to Section 6.01 during the twelve (12) month period following each such anniversary.

6.03 The following one-time Milestone Payments shall be paid by Licensee to Licensor within […***…] of the occurrence of the respective Milestone Event:

Milestone Event	**Milestone Payment**
[…***…]	$[…***…]
[…***…]	$[…***…]
[…***…]	$[…***…]
[…***…]	$[…***…]

6.04 If a Licensed Product is discontinued in the course of development, only those Milestone Payments that have not been paid at the time the Licensed Product has been discontinued will be available for payment for a future Licensed Product. Other than as indicated to the contrary in the preceding sentence, payments made pursuant to Section 6.03 are not creditable against any other payment due to Licensor.

6.05 Only one royalty will be payable on Net Sales by Licensee and Affiliates and Sublicensees on a Licensed Product under Section 6.01, regardless of the number of Valid Claims in Agreement Patents which cover such Licensed Product. In the event that a Licensed Product infringes a Valid Claim of a third party Patent covering the manufacture, use or sale of the Licensed Product, […***…] Percent ([…***…]%) of royalty payments by Licensee to third parties to make, use or sell the Licensed Product shall be creditable against royalties payable to Licensor, provided however, that in no event will the royalty payable to Licensor on any Licensed Product be reduced by more than […***…] Percent ([…***…]%).

6.06 Licensee's failure to pay full royalties or make complete payments under Sections 6.01, 6.02 or 6.03 shall be a breach of this Agreement.

7. Payment Reports and Records

7.01 All payments required to be made by Licensee to Licensor pursuant to this Agreement shall be made to Licensor in U.S. Dollars by check payable to Licensor and sent to Licensor's address set out in Section 13.01, with a reference to this Agreement.

7.02 All payments required to be made by Licensee to Licensor pursuant to this Agreement shall be subject to a charge of […***…] Percent ([…***…]%) per month or […***…] Dollars (US$[…***…]), whichever is greater, if paid more than […***…] after the date when such payment is due. Conversion of foreign currency to U.S. Dollars shall be made at the conversion rate quoted by the Wall Street Journal, averaged on […***…]. […***…] will bear any loss of exchange or value and pay any expenses incurred in the transfer or conversion to U.S. Dollars.

7.03 Payments due from Licensee to Licensor pursuant to Section 6.01 will be paid within […***…] after the end of each calendar year quarter during which the payment accrued. If no payments pursuant to Section 6.01 are due for any quarter, Licensee shall send to Licensor a statement to that effect signed by an officer of Licensee. Payment shall be accompanied by a statement of the number of Licensed Products and Combination Products sold by Licensee, Affiliates and Sublicensees in each country, total billings for such Licensed Products and Combination Products, the values of A and B used to calculate the Net Sales of Combination Products, deductions applicable to determine the Net Sales thereof, the amount of Net Sales realized by Licensee and Affiliates and Sublicensees, the amount of Net Proceeds realized by Licensee, the amount of any deduction and a detailed listing thereof, and the total payment due from Licensee to Licensor (the "Royalty Report"). Such Royalty Report shall be signed by an officer of Licensee.

7.04 Licensee and Affiliates shall maintain complete and accurate books of account and records showing Net Sales and Net Proceeds. Such books and records of Licensee and Affiliates shall be open to inspection, in confidence, during usual business hours, upon at least […***…] prior written notice to Licensee, by an independent certified public accountant appointed by Licensor on behalf of Licensor, who has entered into a written agreement of confidentiality with Licensor which is no less protective of Licensee's Confidential Information than the provisions of Section 5.03 hereof and to whom Licensee has no reasonable objection, for […***…] years after the calendar year to which they pertain, for the purpose of verifying the accuracy of the payments made to Licensor by Licensee pursuant to this Agreement. Licensee will require any Sublicensees hereunder to maintain such books and allow such inspection by Licensee and shall, on request, disclose such information, if available to Licensee, to Licensor as part of such inspection. Inspection shall be at Licensor's sole expense and reasonably limited to those matters related to Licensee's payment obligations under this Agreement and shall take place not more than once per […***…]. Any underpayment revealed by any inspection, plus interest on the underpayment amount at the rate of […***…] Percent ([…***…]%) per […***…] or […***…] Dollars (US$[…***…]), whichever is greater, shall be promptly paid by Licensee to Licensor. Further, if any inspection reveals an underpayment to Licensor of […***…] Percent ([…***…]%) or greater, then the cost of the inspection shall be paid by Licensee.

8. Infringement

8.01 Licensee shall have the first right, in its sole discretion and its expense, to enforce and defend the Agreement Patents in the Field, including initiating legal proceedings on its behalf or in Licensor's name, if necessary, against any infringer, or potential infringer, of an Agreement Patent who imports, makes, uses, sells or offers to sell products in the Field. Licensee shall notify Licensor of its intention to initiate such proceedings at least […***…] prior to commencement thereof. Any settlement or recovery received from any such proceeding initiated by Licensee shall be divided […***…] Percent ([…***…]%) to Licensee and […***…] Percent ([…***…]%) to Licensor after Licensee deducts from any such settlement or recovery its actual counsel fees and out-of-pocket expenses relating to any such legal proceeding. If Licensee decides not to initiate legal proceedings against any such infringer, then Licensor shall have the right to initiate such legal proceedings. Any settlement or recovery received from any such proceeding initiated by Licensor shall be divided […***…] Percent ([…***…]%) to Licensor and […***…] Percent ([…***…]%) to Licensee after Licensor deducts from any such settlement or recovery its actual counsel fees and out-of-pocket expenses relating to any such legal proceeding.

8.02 In the event that either party initiates or carries on legal proceedings to enforce any Agreement Patent against an alleged infringer, the other party shall fully cooperate with and supply all assistance reasonably requested at the expense of the party requesting such assistance. Further, the other party, at its expense, shall have the right to be represented by counsel of its choice in any such proceeding. However, if Licensee initiates legal proceedings in Licensor's name, Licensee shall reimburse Licensor for any reasonable out-of-pocket counsel fees of Licensor associated with the legal proceedings. The party who initiates or carries on the legal proceedings shall have the sole right to conduct such proceedings provided, however, that such party shall consult with the other party to this Agreement prior to entering into any settlement thereof.

9. Prohibition on Use of Names; No Publicity; Publications

9.01 Neither party to this Agreement shall use the name of the other party without the other party's prior written consent, except if the use of such name is required by law, regulation, federal securities law, or judicial order, in which event the party intending to make such announcement will promptly inform the other party, prior to any such required use. Neither party to this Agreement will make any public announcement regarding the existence of this Agreement and/or the collaboration hereunder without obtaining the prior written consent of the other party, except if such announcement is required by law, regulation, federal securities law or judicial order, in which event the party intending to make such announcement will promptly inform the other party prior to any such required announcement. Each party shall submit any anticipated press release or public disclosure to the other party, and the receiving party shall expeditiously review and approve any such press release or public disclosure, which approval shall not be unreasonably withheld or delayed.

9.02 Licensee shall have sole authority to oversee and approve all publications of data arising out of the Licensee's intravenous choline product development program.

10. Term and Termination

10.01 Unless terminated earlier under other provisions hereof, this Agreement will expire upon the expiration of the last to expire Agreement Patent in the Territory. Upon termination or expiration of this Agreement for any reason, Sections 5, 7, 8, 9, 10.07 through 10.09, 11, 12.01 through 12.10, 12.13, and 13 shall survive and all payment obligations under Sections 3, 5 and 6 hereof accrued as of the termination date shall be paid by Licensee within thirty (30) days of such termination or expiration.

10.02 Licensee may terminate this Agreement and the licenses granted hereunder by giving notice to Licensor sixty (60) days prior to such termination. Upon such termination, Licensee shall not use Agreement Patents for any purpose and all of Licensee's rights in Agreement Patents shall be terminated. Notwithstanding the foregoing, nothing in this Section shall limit Licensee's ability to practice the invention(s) which are the subject(s) of the Agreement Patents in any jurisdiction within the Territory where all Agreement Patents in that jurisdiction shall have expired or all of the claims thereof have been cancelled.

10.03 If either Licensor or Licensee defaults on or breaches any condition of this Agreement, the aggrieved party may serve notice upon the other party of the alleged default or breach. If such default or breach is not remedied within sixty (60) days from the date of such notice, the aggrieved party may at its election terminate this Agreement. Any failure to terminate hereunder shall not be construed as a waiver by the aggrieved party of its right to terminate for future defaults or breaches. Licensee's damages for any breach of this Agreement by Licensor will be limited to a reduction or suspension of the payment obligations of Licensee hereunder. Upon termination of this Agreement by Licensor pursuant to this Section 10.03, the licenses granted by Licensor to Licensee shall terminate and Licensee shall not use Agreement Patents for any purpose and all of Licensee's rights in Agreement Patents shall be terminated.

10.04 If Licensee makes an assignment for the benefit of creditors or if proceedings for a voluntary bankruptcy are instituted on behalf of Licensee or if Licensee is declared bankrupt or insolvent, Licensor may, at its election, terminate this Agreement by notice to Licensee. Upon termination of this Agreement by Licensor pursuant to this Section 10.04, the licenses granted by Licensor to Licensee shall terminate and Licensee shall not use Agreement Patents for any purpose and all of Licensee's rights in Agreement Patents shall be terminated.

10.05 If Licensee is convicted of a felony relating to the manufacture, use or sale of Licensed Products or a felony relating to moral turpitude, Licensor may, at its election, terminate this Agreement by notice to Licensee. Upon termination of this Agreement by Licensor pursuant to this Section 10.05, the licenses granted by Licensor to Licensee shall terminate and Licensee shall not use Agreement Patents for any purpose and all of Licensee's rights in Agreement Patents shall be terminated.

10.06 Notwithstanding the provisions of Section 10.03 hereof, should Licensee fail to pay Licensor any sum due and payable under this Agreement upon thirty (30) days' written notice, Licensor may, at its election, terminate this Agreement, unless Licensee pays Licensor within the thirty (30) day period all delinquent sums together with interest due and unpaid. Upon termination of this Agreement by Licensor pursuant to this Section 10.06, the licenses granted by Licensor to Licensee shall terminate and Licensee shall not use Agreement Patents for any purpose and all of Licensee's rights in Agreement Patents shall be terminated.

10.07 Termination of this Agreement by Licensee or Licensor shall not prejudice the rights of either party accruing herein.

10.08 If Licensee terminates this Agreement pursuant to Section 10.02 or 10.03, or if Licensor terminates this Agreement pursuant to Sections 10.03, 10.04, 10.05 or 10.06, Licensee shall submit a final Royalty Report to Licensor and any payments and patent costs due to Licensor hereunder as of the date of termination shall be payable within thirty (30) days of the date of termination.

10.09 Notwithstanding any provision herein to the contrary, no termination of this Agreement shall be construed as a termination of any valid sublicense of any Sublicensee hereunder, and thereafter each such Sublicensee shall be considered a direct licensee of Licensor, provided that (i) such Sublicensee is not in material breach of its sublicense agreement with Licensee, and (ii) such Sublicensee agrees in writing to assume all applicable obligations of Licensee under this Agreement.

11. Amendment and Assignment

11.01 This Agreement sets forth the entire understanding between the parties pertaining to the subject matter hereof.

11.02 Except as otherwise provided herein, this Agreement may not be amended, supplemented or otherwise modified, except by an instrument in writing signed by all parties.

11.03 Without the prior written approval of the other party, which approval shall not be unreasonably withheld, no party may assign this Agreement except that this Agreement may be assigned to an entity acquiring substantially all of such party's business to which this Agreement relates, or in the event of a merger, consolidation, change in control or similar transaction of such party. Any attempted assignment in contravention of this Section 11.03 shall be null and void.

12. Miscellaneous Provisions

12.01 This Agreement shall be construed and the rights of the parties governed in accordance with the laws of the State of New York, excluding its law of conflict of laws. Any dispute or issue arising hereunder, including any alleged breach by any party, shall be heard, determined and resolved by an action commenced in the state courts in Nassau County, New York or the federal courts in the Eastern District of New York, which the parties hereby agree shall have proper jurisdiction and venue over the issues and the parties. Licensor and Licensee hereby agree to submit to the jurisdiction of the state or federal courts in New York and waive the right to make any objection based on jurisdiction or venue. The New York courts shall have the right to grant all relief to which Licensor and Licensee are or shall be entitled hereunder, including all equitable relief as any such Court may deem appropriate.

12.02 This Agreement has been prepared jointly.

12.03 If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.04 Licensee agrees to indemnify Licensor and its current or former directors, governing board members, trustees, officers, faculty, medical and professional staff, employees, students, trainees and agents and their respective successors, heirs and assigns (Licensor and each such person being the "Indemnified Parties") for the cost of defense and for damages awarded and losses and liabilities incurred, if any, as a result of any third party claims, liabilities, suits or judgments based on or arising out of the research, development, marketing, manufacture, sale and/or provision of Licensed Products by Licensee, Affiliates and/or Sublicensees, and/or the licenses granted under this Agreement, or otherwise related to the conduct of Licensee's, Affiliates' or Sublicensees' business, so long as such claims, liabilities, suits, or judgments are not solely attributable to grossly negligent or intentionally wrongful acts or omissions by the Indemnified Parties. If a claim, liability, suit or judgment results from the use of a Licensed Product by Licensor with a patient, and such claim, liability, suit or judgment is solely attributable to negligent or reckless acts or omissions by the Indemnified Parties, then Licensee shall have no duty to indemnify and defend any of the Indemnified Parties in connection with such claim, liability, suit or judgment. This indemnity is conditioned upon Licensor's obligation to: (i) advise Licensee of any claim or lawsuit, in writing promptly after Licensor or the Indemnified Party has received notice of said claim or lawsuit, (ii) assist Licensee and its representatives, at Licensee's expense, in the investigation and defense of any lawsuit and/or claim for which indemnification is provided, and (iii) permit Licensee to control the defense of such claim or lawsuit for which indemnification is provided.

12.05 Nothing in this Agreement is or shall be construed as:

(a) A warranty or representation by Licensor that anything made or used by Licensee under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of third parties; or

(b) Granting by implication, estoppel, or otherwise any license, right or interest other than as expressly set forth herein.

12.06 Except as expressly set forth in this Agreement, the parties MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE OR OTHERWISE, AND THE PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.07 Licensor and Licensee represent and warrant that, to the best of their knowledge, as of the Effective Date:

(a) they have the legal right and authority to enter into this Agreement and to perform all of their obligations hereunder (including, without limitation, in the case of Licensor, that it is the owner by assignment of the Agreement Patents);

(b) when executed by all parties, this Agreement will constitute a valid and legally binding obligation and shall be enforceable in accordance with its terms; and

(c) there are no existing or threatened actions, suits or claims pending or threatened against it that may affect the performance of its obligations under the Agreement.

12.08 Each party represents and warrants that it has not relied on any information provided by the other party, the other party's current or former employees or research personnel and has conducted its own due diligence investigation to its satisfaction prior to entering into this Agreement.

12.09 Licensee represents and warrants that before Licensee, or an Affiliate or a Sublicensee makes any sales of Licensed Products or performs or causes any third party to perform any clinical trials or tests in human subjects involving Licensed Products, Licensee or Affiliates or Sublicensees will acquire and maintain in each country in which Licensee or Affiliates or Sublicensees shall test or sell Licensed Products, appropriate insurance coverage reasonably acceptable to Licensor, but providing coverage in respect of Licensed Products in an amount no less than […***…] Dollars (US $[…***…]) per claim. Licensee or Affiliates will not perform, or cause any third party to perform, any clinical trials or any tests in human subjects involving Licensed Products unless and until it obtains all required regulatory approvals with respect to Licensed Products in the applicable countries. Prior to instituting any clinical trials or any tests in human subjects, or sale of any Licensed Product, Licensee shall provide evidence of such insurance to Licensor. If Licensor determines that such insurance is not reasonably appropriate, it shall so advise Licensee by written notice delivered not later than […***…] after it shall have received Licensee's evidence of insurance, and, if such notice shall have been delivered within the time permitted therefor, Licensee shall delay such trials, tests or sales until the parties mutually agree that reasonably appropriate coverage is in place. Licensor shall be listed as an additional insured in Licensee's insurance policies. If such insurance is underwritten on a 'claims made' basis, Licensee agrees that any change in underwriters during the term of this Agreement will require the purchase of 'prior acts' coverage to ensure that coverage will be continuous throughout the term of this Agreement.

(a) The minimum amounts of insurance coverage required under this Section shall not be construed to create a limit of Licensee's liability with respect to its indemnification under Section 12.04 of this Agreement.

(b) Licensee shall provide Licensor with written evidence of such insurance upon request of Licensor. Licensee shall provide Licensor with written notice at least […***…] prior to the cancellation, non-renewal or material change in such insurance; if Licensee does not obtain replacement insurance providing comparable coverage within such […***…] period, Licensor shall have the right to terminate this Agreement effective at the end of such […***…] period without notice or any additional waiting periods.

(c) Licensee shall maintain such comprehensive general liability insurance beyond the expiration or termination of this Agreement during (i) the period that any product, process or service, relating to, or developed pursuant to, this Agreement is being commercially distributed or sold or tested in clinical trials by Licensee or by a Sublicensee, Affiliate, optionee or agent of Licensee and (ii) a reasonable period after the period referred to in (i) above which in no event shall be less than […***…].

12.10 Licensee shall, and shall cause its Affiliates and Sublicensees to exercise its rights and perform its obligations hereunder in compliance with all applicable laws and regulations. In particular, it is understood and acknowledged that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce. These laws and regulations, among other things, prohibit or require a license for the export of certain types of technical data to certain specified countries. Licensee hereby agrees and gives written assurance that it will comply with all United States laws and regulations controlling the export of commodities and technical data, that it will be solely responsible for any violation of such by Licensee or Affiliates or Sublicensees, and that it will defend and hold Licensor harmless in the event of any legal action of any nature occasioned by such violation.

12.11 Licensee agrees it or its Sublicensee(s), as the case may be, shall: (i) obtain all regulatory approvals required for the testing, manufacture and sale of Licensed Products prior to testing, marketing or selling any such Licensed Products; and (ii) utilize legally appropriate patent marking on such Licensed Products or printed materials supplied therewith. Licensee agrees to register or record this Agreement as is required by law or regulation in any country where the license is in effect.

12.12 Licensee agrees that any Licensed Products for use or sale in the United States will be manufactured substantially in the United States.

12.13 Any tax required to be withheld under the laws of any jurisdiction on royalties payable to Licensor by Licensee under this Agreement will be promptly paid by Licensee for and on behalf of Licensor to the appropriate governmental authority, and Licensee will furnish Licensor with proof of payment of the tax together with official or other appropriate evidence issued by the competent governmental authority sufficient to enable Licensor to support a claim for tax credit with respect to any sum so withheld. Any tax required to be withheld on payments by Licensee to Licensor will be an expense of and be borne solely by Licensor, and Licensee's royalty payment(s) to Licensor following the withholding of the tax will be decreased by the amount of such tax withholding. Licensee will cooperate with Licensor in the event Licensor elects to assert, at its own expense, exemption from any tax.

12.14 In the event Licensee (or any entity acting under Licensee's control or on its behalf) initiates any proceeding or otherwise asserts any claim challenging the validity or enforceability of any of the Agreement Patents in any court, administrative agency or other forum ("Challenge"), the royalty rates set forth in Section 6.01 and the license maintenance fees set forth in Section 6.02 shall be automatically doubled on and after the date of such Challenge for the remaining term of this Agreement. Moreover, to the extent not already covered by Section 3.01, Licensee agrees to pay all costs and expenses (including actual attorneys' fees) incurred by Licensor in connection with defending a Challenge.

12.15 Licensee will promptly notify Licensor in writing if Licensee or any Sublicensee is not or ceases to be a […***…].

12.16 This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. Counterparts may be signed and delivered by facsimile or PDF file, each of which shall be binding when received by the applicable party.

13. Notices

13.01 All notices required hereunder shall be in writing and shall be sent by a nationally recognized courier service (*e.g*., UPS, Federal Express), with all delivery charges prepaid, and by e-mail, to the parties at their addresses set forth herein or to such other address(es) as may be furnished by written notice in the manner set forth herein.

To Licensee:

ArTara Therapeutics, Inc.
302a West 12th Street, Suite 254, New York, NY 10014
Attn: Jesse Shefferman
Chief Executive Officer
E-mail: […***…]

with a copy to:

David S. Smith, Esq.
Pepper Hamilton, LLP
500 Grant Street, Suite 5000
Pittsburgh, PA 15219
E-mail: […***…]

To Licensor:

The Feinstein Institute for Medical Research 350 Community Drive
Manhasset, NY 11030
Attn: Kirk R. Manogue, PhD
Vice President, Technology Transfer
E-mail: […***…]

with copies to:

Kenneth P. George, Esq.
Amster, Rothstein & Ebenstein LLP
90 Park Avenue
New York, NY 10016
E-mail: […***…]

Northwell Health
Office of Legal Affairs 2000 Marcus Avenue
New Hyde Park, NY 11042
E-mail: […***…]

[*Remainder of page intentionally blank. Signature page follows immediately*.]

IN WITNESS WHEREOF, by the signatures of their duly authorized representatives, the parties have entered into this Agreement effective as of the day and year first above written.

THE FEINSTEIN INSTITUTE FOR MEDICAL RESEARCH

By: /s/ Kirk R. Manogue

Name: Kirk R. Manogue, PhD

Title: Vice President, Technology Transfer

Date: 22DEC2017

ARTARA THERAPEUTICS, INC.

By: /s/ Randall D Marshall

Name: Randall D Marshall MD

Title: Chief Medical Officer

Date: 22DEC2017

APPENDIX A -Agreement Patents

[…***…]

Exhibit 10.7

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY […*…], HAS BEEN OMITTED BECAUSE ARTARA THERAPEUTICS, INC. HAS DETERMINED THE INFORMATION (I) IS NOT MATERIAL AND (II) WOULD LIKELY CAUSE COMPETITIVE HARM TO ARTARA THERAPEUTICS, INC. IF PUBLICLY DISCLOSED.**

Agreement

This Agreement (this "**Agreement**"), dated and effective as of June 17th, 2019 (the "**Effective Date**"), is entered into by and between CHUGAI PHARMACEUTICAL CO., LTD., a company organized and existing under the laws of Japan, having its principal office at 1-1 Nihonbashi-Muromachi 2-chome, Chuo-ku, Tokyo 103-8324, Japan ("**Chugai**") and ARTARA THERAPEUTICS INC., a corporation organized under the laws of the state of Delaware, U.S.A., having its principal office at 1 Little West 12th Street, New York, NY 10014 ("**ArTara**") (collectively, the "**Parties,**" or each, individually, a "**Party**").

WHEREAS, Chugai has developed and commercialized in the Chugai Territory (as defined in Schedule 1 below) a therapeutic product, OK-432, which is known in the market as "Picibanil®" (the "**Existing Product**") and owns or controls certain materials and documents relating to the Existing Product;

WHEREAS, ArTara has experience and expertise in developing and commercializing therapeutic products comparable to the Existing Product in the United States (as defined in Schedule 1 below) and in certain other countries around the world;

WHEREAS, ArTara desires to develop a New Product (as defined in Schedule 1 below) that is a therapeutic product comparable to the Existing Product for commercialization in the United States and certain other countries on the terms and conditions set forth herein;

WHEREAS, Chugai desires to provide to ArTara certain materials and documents relating to the Existing Product and to provide certain technical services to ArTara for its development and commercialization of the New Product on the terms and conditions set forth herein; and

WHEREAS, Chugai desires to accomplish the Site Transfer (as defined in Schedule 1 below) on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions. For purposes of this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in Schedule 1.

2. Development Project Activities.

2.1 Key Roles and Responsibilities. Subject to the development plan set forth in Section 2.2:

(a) Chugai shall provide ArTara with access to the Chugai Materials and provide technical support during the Chugai Service Period, to the extent requested by ArTara and deemed reasonably necessary by Chugai for ArTara's use in the development and commercialization of the New Product. During the Chugai Service Period, Chugai shall not provide Existing Product or Chugai Materials to any Third Parties other than for medical, compassionate use and/or non-commercial research purposes. Further, during the period from the Effective Date until (x) fifth anniversary of the Effective Date or (y) this Agreement is terminated by Chugai for a material breach or default by ArTara in accordance with Section 8.4(a), insolvency, etc. of ArTara in accordance with Section 8.4(b) or Change of Control in accordance with Section 8.4(c), whichever comes earlier, Chugai shall not provide Chugai Materials or technical support to any Third Party for the purpose of the development and commercialization in the ArTara Territory of a therapeutic product comparable to the Existing Product;

(b) ArTara shall be solely responsible, at its sole cost and expense, for the development and commercialization of the New Product in the ArTara Territory (including obtaining and maintaining of required licenses and approvals for the New Product, communication and negotiation with the FDA and other relevant Regulatory Authorities, manufacturing, sales and marketing of the New Product); and shall give Chugai access, free of charge, to all information, data (including pre-clinical, clinical and manufacturing data), documentation, materials and know-how related to the New Product that are owned or controlled by ArTara, to the extent reasonably necessary for Chugai to (x) complete the Site Transfer for the Existing Product and partial change application therefor in the Chugai Territory and (y) maintain the Marketing Authorization of the Existing Product in the Chugai Territory. Such development and commercialization of the New Product by ArTara shall be aimed toward securing a product comparable to the Existing Product that will satisfy Japanese and Taiwanese regulatory requirements for Chugai to complete the Site Transfer for the Existing Product. ArTara shall not use or permit any Third Parties to use the Chugai Service Deliverables for any purpose other than such development and commercialization of the New Product;

(c) Chugai shall perform any regulatory activities in the Chugai Territory necessary for the Site Transfer at its sole cost and expense. Upon Chugai's request, ArTara shall conduct for Chugai additional studies, which may be required due to Japanese and Taiwanese regulatory requirements; provided, however, that the costs therefor shall be borne by Chugai to the extent such studies are required solely for the Chugai Territory;

(d) So long as Chugai does not exercise the Opt-Out Option and continues with the Site Transfer, ArTara shall provide Chugai, at no cost (unless otherwise consented to in advance by Chugai), with support services reasonably required for Chugai to (1) complete the Site Transfer and partial change application therefor in the Chugai Territory and (2) maintain the Marketing Authorization of the Existing Product in the Chugai Territory; and shall cause the CMO to manufacture and supply to Chugai quantities of the Existing Product necessary to meet Chugai's commercial requirements in the Chugai Territory. ArTara shall, or shall cause the CMO to, enter into a toll manufacturing and supply agreement with Chugai for such Existing Product ("**Product Supply Agreement**"); and

(e) The supply price of the Existing Product under the Product Supply Agreement will be decided using the mark-up method and will not exceed the CMO's (if there is no CMO, ArTara's) direct cost for manufacturing the New Product plus […***…] of such cost.

2.2 Development Plan. The initial development plan for the New Product is set forth in Schedule 3 attached hereto. The Parties will discuss and amend the development plan as necessary from time to time subject to the Parties' mutual agreement.

2.3 CMO.

(a) Subject to Chugai's prior written consent, which shall not be unreasonably withheld, ArTara may engage one or more CMOs, which meet the requirements set forth in Schedule 4 attached hereto, to perform the development or manufacturing activities under this Agreement exclusively for ArTara's and Chugai's (and any Third Parties developing and commercializing Product under contract with ArTara or Chugai) benefit; provided, however, that any contract entered into by ArTara with a CMO will not relieve ArTara of any of its obligations under this Agreement. ArTara shall keep Chugai informed of each contract entered into with a CMO, specifying the name of the CMO and the material terms (including duration) of the contract.

(b) Compliance of CMOs. ArTara is responsible for the compliance of its CMOs with the terms and conditions of this Agreement, and any act or omission of a CMO that would be a breach of this Agreement if performed by ArTara will be deemed to be a breach by ArTara. If a CMO no longer meets the requirements set forth in Schedule 4, ArTara shall promptly notify Chugai of such failure, and ArTara shall terminate such non-qualifying CMO and subcontract a different CMO to develop or manufacture the Product at its manufacturing facility or plant.

(c) Inspection or audit of CMO by Chugai. ArTara and Chugai shall each enter into direct quality agreements with the CMO providing standard provisions regarding all matters related to quality control, cGMP and related regulatory requirements as well as standard audit and compliance reviews and access to regulatory actions and records. Such standard audit and compliance provisions will include the right to conduct annual quality audits of the CMO during normal business hours at such times are mutually agreeable. ArTara and Chugai agree to co-ordinate their audits of the CMO and to jointly conduct the CMO audits in order to avoid unnecessary duplication and/or disruption of the CMO. In addition, ArTara shall(i) afford Chugai and its representatives full and free access, during regular business hours, to ArTara's records and audit findings with respect to the CMO, (ii) furnish Chugai with such additional financial, operating, and other relevant data available to ArTara as Chugai may reasonably request, and (iii) otherwise cooperate and assist, to the extent reasonably requested by Chugai, with Chugai's audit of such CMO's compliance with the standards set forth in Schedule 4. If Chugai reasonably determines that any CMO does not comply with such standards, Chugai shall provide written notice to ArTara of Chugai's decision, and ArTara shall take appropriate actions to terminate such non-qualifying CMO and subcontract a different CMO to develop or manufacture the Product at its manufacturing facility or plant in a manner so as to maintain Product supply.

2.4 Chugai's Reserved Rights. Chugai hereby expressly reserves all rights under the Chugai Service Deliverables, except as expressly permitted in this Agreement or other written agreement between the Parties.

2.5 Reporting.

(a) ArTara shall report to Chugai any development and the status of ArTara's activities under this Agreement, by submitting documentation and via video or telephonic conference at least once every […***…] during the Term. In case there is any Third Party developing and commercializing Product under contract with ArTara, ArTara shall report to Chugai as such. In addition, ArTara shall report […***…] to Chugai the status and the results of its consultations with the FDA with regard to the manufacturing and development plan of the New Product.

(b) From time to time, Chugai shall report to ArTara the status and the results of its consultations with the PMDA that result in substantial progress with regard to the regulatory requirements for the Site Transfer.

2.6 Site Transfer Opt-Out Option.

(a) Chugai shall have the right to discontinue the Site Transfer at its sole discretion (the "**Opt-Out Option**"). The Opt-Out Option may be exercised by Chugai by providing written notice to ArTara within […***…] after the latter of the following:

(i) Chugai's receipt of a final report of the consultations by ArTara with the FDA with regard to the manufacturing and development plan of the New Product that aims to secure a product comparable to the Existing Product; or

(ii) Completion of Chugai's consultations with the PMDA with regard to the regulatory requirements for the Site Transfer.

(b) In the event that the Opt-Out Option is exercised, thereafter ArTara will have no obligation to manufacture or supply the Existing Product to Chugai and may continue to develop the New Product for its own benefit.

2.7 New Product Opt-In Option.

(a) Chugai shall have a right of first refusal on terms to be negotiated between the Parties for a license related to the New Product-relevant information, data and documentation and Inventions to develop and commercialize the New Product in the Chugai Territory under a new license and approval to be obtained from the Japanese Regulatory Authorities (the "**Opt-In Option**"). The Opt-In Option may be exercised by written notice to ArTara within […***…] of FDA approval of the New Product.

(b) In the event that the Opt-In Option is exercised by Chugai,

(i) Chugai will be solely responsible, at its sole cost and expense, for the development and commercialization of the New Product (including the obtaining and maintaining of required licenses and approvals for the New Product, communication and negotiation with the PMDA and other relevant Regulatory Authorities, sales and marketing of the New Product) in the Chugai Territory. For clarity, manufacturing of the New Product for the Chugai Territory is excluded from Chugai's responsibilities; and

(ii) ArTara will be responsible for manufacturing and supplying or causing the CMO to manufacture and supply the New Product to Chugai, to meet Chugai's clinical and commercial requirements in the Chugai Territory. ArTara shall, or shall cause the CMO to, enter into an agreement or agreements for the New Product with Chugai ("**New Product Agreement**").

(c) The supply price of the New Product under the New Product Agreement will be decided using the mark-up method and will not exceed the CMO's (if there is no CMO, ArTara's) direct cost for manufacturing the New Products plus […***…] of such cost.

2.8 Improvements.

(a) During the Term, ArTara shall notify Chugai of any improvements or inventions developed by ArTara, its Affiliates and/or the CMO arising out of the Chugai Service Deliverables ("**Inventions**") and shall enter into good faith discussions with Chugai on how the ownership and license related to the Inventions will be treated.

(b-i) Chugai will have a non-exclusive, free-of-charge, license (sublicensable, through multiple tiers, to a Third Party), for the Existing Product to be developed and commercialized in the Chugai Territory, to any Existing Product manufacturing and/or process improvements, inventions or know-how ("**Existing Product Improvements**") developed by ArTara, its Affiliates and/or the CMO (independent from Chugai) during the Term (including the Inventions) that would be submissible to the Japanese or the Taiwanese Regulatory Authorities in connection with the partial change application for Existing Product in the Chugai Territory. For clarity, Chugai is entitled to non-exclusively use any such improvement, invention or know-how to develop, register, import, use, sell and market the Existing Product in the Chugai Territory and to use the same to manufacture and have manufactured the Existing Product in and outside the Chugai Territory for sale of the Existing Product in the Chugai Territory. In the event Existing Product Improvements are available from a Third Party (other than the CMO) that would be require (i) a new partial change application in the Chugai Territory and/or (ii) payments of any kind to such Third Parties, ArTara and Chugai will discuss the advantages to the Parties of such Existing Product Improvements and acquire or license them only upon mutual agreement of the Parties.

(b-ii) In the event Chugai exercises the Opt-In Option with respect to New Product, Chugai will have a non-exclusive, free-of-charge, license (sublicensable, through multiple tiers, to a Third Party) in the Chugai Territory to any New Product improvements, inventions or know-how ("New Product Improvements") developed by ArTara, its Affiliates and/or the CMG (independent from Chugai) during the Term (including the Inventions). For clarity, Chugai is entitled to non-exclusively use any such New Product Improvements to develop, register, import, use, sell and market the New Product in the Chugai Territory and to use the same to manufacture and have manufactured the New Product in and outside the Chugai Territory for sale of the New Product in the Chugai Territory. In addition, during the Term Chugai will have the option to sublicense from ArTara for the Chugai Territory any New Product Improvements acquired or licensed from a Third Party (other than the CMG) to develop, register, import, use, sell and market the New Product in the Chugai Territory and to use the same to manufacture and have manufactured the New Product in and outside the Chugai Territory for sale of the New Product in the Chugai Territory on substantially the same terms and conditions as applicable to ArTara.

(c) During the Term, Chugai will have a right of first refusal to a license, for the Products to be developed and commercialized in the Chugai Territory, to any improvements, inventions or know-how developed by ArTara, its Affiliates and/or the CMO (including the Inventions) related to the Field ("Field Improvements") that would require a new regulatory submission to the Japanese or the Taiwanese Regulatory Authorities outside of the current approval and its maintenance including the site transfer for the Existing Product. In addition, during the Term Chugai will have the option to sublicense from ArTara for the Chugai Territory any Field Improvements acquired or licensed from a Third Party (other than the CMG) to develop, register, import, use, sell and market the Products in the Chugai Territory and to use the same to manufacture and have manufactured the Products in and outside the Chugai Territory for sale of the relevant Product in the Chugai Territory on substantially the same terms and conditions as applicable to ArTara.

(d) ArTara shall fully cooperate and take all further actions, as Chugai may reasonably request, to effectuate the allocation of ownership and license set forth in this Section 2.8.

2.9 Pharmacovigilance for New Product.

ArTara will be responsible for the pharmacovigilance requirements for the New Product. If Chugai is developing or commercializing the New Product in the Chugai Territory, Chugai will be responsible for the pharmacovigilance reporting therein. ArTara will take the lead on global pharmacovigilance activity for the New Product. The details of the pharmacovigilance activities for the New Product will be specified in separate agreements to be entered into between the Parties.

3. Governance.

3.1 Structure.

(a) A Joint Steering Committee (the "**JSC**") shall be organized by representatives of the Parties and shall oversee, review and manage all aspects of the development of the New Product in view of comparability between the Existing Product and the New Product, which include the matters listed below:

- the pre-clinical and clinical developments and regulatory affairs activities of the New Product;
- manufacturing development status of the New Product; and
- Site Transfer plan.

(b) Meetings of the JSC shall be held […***…] per year, in principle, and otherwise on an as needed basis. Meetings may be held in person or in such form, including by telephone or video conference, as the JSC determines.

(c) The JSC shall consist of an equal number of […***…] representatives of each Party. Co-chairpersons of the JSC shall be appointed by Chugai and ArTara respectively.

(d) The representatives of the JSC shall endeavor in good faith to reach decisions by consensus; but, in the absence of consensus, decisions shall be made by vote, with […***…], and in the event of a tie the co-chairperson representing […***…] having the tie-breaking vote, except for matters or activities which costs are to be borne by […***…] hereunder.

3.2 Limitation of Power. The JSC shall have only such powers as are specifically delegated to it hereunder and will not be a substitute for exercising the rights of the Parties. Without limiting the generality of the foregoing, the JSC shall have no right to amend this Agreement, or any of the ancillary agreements hereto.

4. Payments.

4.1 ArTara will pay Chugai a total of […***…] US Dollars (US$[…***…]) as consideration for Chugai's performance under this Agreement. Payment shall be made in two (2) one-time payments in the amounts of (a) […***…] US Dollars (US$[…***…]) and (b) […***…] US Dollars (US$[…***…]).

4.2 Payment Terms.

(a) Invoices. Chugai will issue to ArTara invoices of (i) US$[…***…] in July 2020 and (ii) US$[…***…] upon receipt of notice of the issuance of the FDA approval of the New Product.

(b) Payment Terms. ArTara shall pay the full amount of each invoice by […***…]. ArTara shall make all payments in US Dollars by wire transfer of immediately available funds to a bank account designated in writing by Chugai.

(c) Late Payments. If any payment or portion thereof is not received by Chugai within […***…] after becoming due, ArTara shall pay to Chugai interest on the overdue payment from the date such payment was due to the date of actual payment at […***…] percent ([…***…]%) per annum.

(d) Taxes. All sums payable under this Agreement are exclusive of taxes. ArTara is responsible for all sales, use, excise, and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any national, federal, prefectural, state, or local governmental authority on any amounts payable by ArTara hereunder, other than any taxes imposed on, or with respect to, Chugai's income, revenues, gross receipts, personnel, or real or personal property, or other assets, and shall pay all sums payable hereunder free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, ArTara shall pay to Chugai such sum as will, after the deduction or withholding has been made, leave Chugai with the same amount as it would have been entitled to receive without any such requirement to make a deduction or withholding. For avoidance of doubt, ArTara shall not be responsible for consumption and similar taxes in the Chugai Territory.

5. Confidentiality; Publicity.

5.1 Confidentiality Obligations. Each Party acknowledges that it may receive or gain access to the other Party's Confidential Information during the Transaction. Except as provided in Section 5.2 or otherwise agreed in writing by the Parties, each Party, as the receiving Party of the other Party's Confidential Information, shall, during the Term and thereafter:

(a) use at least the same standard of care to protect and safeguard the confidentiality of the disclosing Party's Confidential Information as the receiving Party uses to protect its own Confidential Information (but no less than reasonable care); and

(b) not use or disclose, nor permit to be used or accessed, the disclosing Party's Confidential Information for any purpose other than to exercise the receiving Party's rights or perform its obligations under this Agreement.

5.2 Exceptions. Notwithstanding the foregoing obligations of confidentiality and restrictions on use, the receiving Party may disclose the disclosing Party's Confidential Information:

(a) to the receiving Party's employees, agents, or independent contractors who have a need to know such Confidential Information to assist the receiving Party or act on its behalf in accordance with Section 5.1(b); provided that the receiving Party shall ensure compliance with, and be liable for any breach of, Section 5.1 by any such employees, agents, or independent contractors; and

(b) to the extent necessary to comply with a court order or other applicable law, including regulations promulgated by security exchanges; provided that the receiving Party shall provide prompt notice of such required disclosure to the disclosing Party and cooperate with the disclosing Party's efforts to obtain a protective order, confidential treatment, or other limitation on such required disclosure.

5.3 Injunctive Relief. Given the nature of the Confidential Information and the competitive damage that a Party would suffer upon unauthorized disclosure, use, or transfer of its Confidential Information, monetary damages may not be a sufficient remedy for any breach of this Section 5. Therefore, in addition to all other remedies available at law, a Party is entitled to seek specific performance and injunctive and other relief as a remedy for any breach or threatened breach of this Section 5 in accordance with Section 9.2.

5.4 Press Release; Public Announcements.

(a) During the Chugai Service Period, ArTara will provide Chugai a communication plan related to the New Product at each of the semi-annual meetings of the JSC. This plan will detail anticipated press releases related to New Product development as well as planned submissions of publications to scientific journals anticipated over the subsequent six (6)-month period. Chugai will have one (1) month to comment and approve the plan, which approval shall not be unreasonably withheld, conditioned, or delayed. During the remaining Term, ArTara will provide Chugai with an annual communication plan for its comment only.

(b) Notwithstanding anything contrary provided herein, ArTara will not, in any case, refer to Chugai in any press release or communication to media or any Third Party without Chugai's prior written consent. Further, ArTara shall not directly or indirectly disclose any data or result relating to the Existing Product without Chugai's prior written consent. The foregoing shall not apply to any disclosures required by law, or any legal or regulatory authorities.

6. Representations and Warranties; Covenants.

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

(a) it is duly organized, validly existing, and in good standing, if applicable, under the laws of its jurisdiction of incorporation, organization, or chartering, and has the full power and authority to enter into this Agreement and to perform its obligations;

(b) the execution of this Agreement by such Party's representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of such Party;

(c) when executed and delivered by such Party, this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and

(d) the execution, delivery, and performance of this Agreement by such Party does not violate, conflict with, require consent under, or result in any breach of or default under (i) any applicable law or (ii) the provisions of any contract, instrument, or understanding to which it is a party or by which it is bound.

6.2 Additional Representations and Warranties of Chugai. The Chugai Service Deliverables are provided on an "as is" basis and Chugai makes no representations and warranties as to the Chugai Service Deliverables.

6.3 Additional Representations and Warranties of ArTara. ArTara represents and warrants to Chugai that, as of the Effective Date, ArTara has not received notice of, nor is subject to, any adverse inspection, investigation, penalty, or other compliance or enforcement action that could reasonably be expected to have a material adverse effect on the development of the New Product for the Chugai Territory or other performance of its obligations under this Agreement.

6.4 Compliance with Laws. Each Party shall comply and shall ensure that its employees, agents. and independent contractors (including subcontractors) comply with all applicable laws in the exercise of its rights and performance of its obligations under this Agreement and any other ancillary agreements related hereto. Without limiting the foregoing, each Party shall, at its sole expense, obtain and maintain during the Term all certifications, credentials, authorizations, licenses, and permits necessary to conduct that portion of its business relating to development and commercialization of the New Product.

6.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAFETY, ABSENCE OF ERRORS OR OMISSIONS, ACCURACY, OR COMPLETENESS (INCLUDING ANY CONFIDENTIAL INFORMATION OR MATERIALS, TECHNICAL ASSISTANCE, TECHNIQUES, OR PRACTICES DISCLOSED OR PROVIDED HEREUNDER), THE PROSPECTS OR LIKELIHOOD OF SUCCESS (FINANCIAL OR OTHERWISE) OF THE TRANSACTION OR THE PRODUCTS, OR THE VALIDITY, SCOPE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

7. Indemnification.

7.1 General Liability.

(a) Chugai shall not be liable or responsible for any Claim arising out of, in connection with or related to the New Product and the supply of the New Product and ArTara shall be liable or responsible for any and all the Claims arising out of, in connection with or related to the New Product and the supply of the New Product, including for product liability in the ArTara Territory.

(b) Notwithstanding the foregoing (a), if Chugai exercises the Opt-In Option, Chugai shall be responsible for any Claim arising out of, in connection with or related to the New Product in the Chugai Territory to the extent the Claim is solely attributable to Chugai.

7.2 Indemnification by ArTara. ArTara agrees to indemnify, defend and hold harmless Chugai and its Affiliates from and against any and all liabilities, claims, actions, suits, losses, damages, arbitration and legal proceedings, judgments, settlements, costs or expenses (including reasonable attorney's fees and expenses) (collectively, "**Claims**") arising out of, resulting from, or in connection with (i) the development and commercialization of the New Product by ArTara (including use of the Chugai Service Deliverables), (ii) any breach by ArTara of any warranty, representation, covenant or agreement made by ArTara in this Agreement or (iii) any negligence, gross negligence or willful misconduct of ArTara or its CMO, except, in each of the foregoing clauses (i) through (iii), to the extent that any such Claim is attributable to any gross negligence or willful misconduct by Chugai in the performance of its obligations under this Agreement.

7.3 Indemnification by Chugai. Chugai agrees to indemnify, defend and hold harmless ArTara from and against any and all Claims arising out of, resulting from, or in connection with (i) any breach by Chugai of any warranty, representation, covenant or agreement made by Chugai in this Agreement, or (ii) any negligence, gross negligence or willful misconduct of Chugai, except, in each of the foregoing clauses (i) and (ii), to the extent that any such Claim is attributable to any gross negligence or willful misconduct by ArTara in the performance of its obligations under this Agreement. For clarity, ArTara agrees that Chugai has no liability or responsibility for any Claims arising out of, resulting from, or in connection with ArTara's use of the Chugai Service Deliverables.

7.4 Indemnification Procedure. With respect to any Claim against a Party by a Third Party, the foregoing indemnification shall be conditioned upon the indemnified Party (i) providing written notice to the indemnifying Party within […***…] after the indemnified Party has been given written notice of such Claim; (ii) permitting the indemnifying Party the opportunity to assume full responsibility for the investigation and defense of any such Claim; and (iii) not settling or compromising any such Claim without the indemnifying Party's prior written consent.

7.5 Ancillary Agreement Indemnification. Unless otherwise agreed between the relevant parties, the above indemnification terms in this Section 7 shall apply to the Product Supply Agreement, mutatis mutandis.

7.6 Insurance. During the Term, ArTara shall obtain and maintain at its own cost and expense from a qualified and reputable insurance company liability insurance covering liabilities under this Agreement. During the respective terms of the Product Supply Agreement and the New Product Agreement, ArTara shall obtain and maintain the same insurance coverage and shall ensure that its CMO will obtain and maintain insurance coverage consistent with the insurance coverage for each of the agreements described above.

8. Term and Termination.

8.1 Term. This Agreement is effective as of the Effective Date and shall remain in full force and effect until it naturally expires, for no cause, on the first anniversary of the date of the FDA's approval of the New Product (the "**Term**"). Following the expiration of the Term, ArTara may continue to use the Chugai Service Deliverables for the purpose of developing and commercializing the New Product or any improvement or invention for the New Product undertaken by ArTara for its own benefit; provided, however, that after withdrawal of the New Product Marketing Authorization in all countries of the ArTara Territory, ArTara shall not use or permit any Third Parties to use the Chugai Service Deliverables for any purpose.

8.2 Chugai's Termination for Convenience.

(a) Upon expiration of the Chugai Service Period and during the Term, Chugai may, without any obligation to ArTara and without prejudice to any other remedies available to it at law or in equity, terminate this Agreement, in whole or in part, without cause by providing ninety (90) days prior written notice to ArTara of such termination.

(b) Effect of Termination for Convenience. Upon termination of this Agreement by Chugai without cause, ArTara may continue to use the Chugai Service Deliverables for the purpose of developing and commercializing the New Product or any improvement or invention for the New Product undertaken by ArTara for its own benefit; provided, however, that after withdrawal of the New Product Marketing Authorization in all countries of the ArTara Territory, ArTara shall not use or permit any Third Parties to use the Chugai Service Deliverables for any purpose.

8.3 Termination by ArTara for New Product Failure.

(a) ArTara may terminate this Agreement, in whole only, by providing ninety (90) days prior written notice to Chugai of such termination upon:

(i) ArTara's decision to discontinue the New Product development; or

(ii) ArTara's decision that the FDA's requirements for the New Product are not likely to be met; or

(iii) the FDA identifying a safety issue regarding the New Product.

(b) If ArTara discontinues the New Product development but deems any New Product Improvements acquired from a Third Party or developed by ArTara or its Affiliates (including the Inventions) may provide a better path forward, then the New Product shall be subject to terms under Section 2.8 and shall not constitute a termination by ArTara made in accordance with Section 8.3(a).

(c) Effect of Termination for New Product Failure. Upon termination of this Agreement by ArTara in accordance with Section 8.3(a), ArTara shall cease to use the Chugai Service Deliverables and return them to Chugai to the extent they still exist. Chugai will maintain its rights to negotiate with ArTara for any improvements, inventions or know-how acquired from a Third Party or developed by ArTara or its Affiliates (including the Inventions) during the Term as set forth in Section 2.8. If applicable, ArTara shall provide reasonable support for Chugai to continue to conduct the Site Transfer; provided, however, that no further payments under Section 4.1 shall be payable by ArTara following such termination.

8.4 Termination for Material Breach, Insolvency or Change of Control.

(a) Either Party (the "**Non-Defaulting Party**") may, without prejudice to any other remedies available to it at law or in equity, terminate this Agreement, in whole or in part, in the event that the other Party (the "**Defaulting Party**") shall have materially breached or defaulted in the performance of any of its material obligations hereunder or in the event that any warranty or representation made by the Defaulting Party shall have been untrue in any material respect, and such breach or default shall have continued for thirty (30) days after written notice thereof was provided to the Defaulting Party by the Non-Defaulting Party (or, if such default cannot be cured within such thirty (30) day period, if the Defaulting Party does not commence and diligently continue good faith efforts to cure such default during such thirty (30) calendar day period and thereafter).

(b) Either Party may terminate this Agreement in its entirety immediately upon notice to the other Party if such other Party: (a) is dissolved or liquidated or takes any corporate action for such purpose; (b) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (c) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (d) makes or seeks to make a general assignment for the benefit of creditors; or (e) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) In the event that a Change of Control occurs to ArTara during the Term, Chugai may terminate this Agreement upon ninety (90) days' written notice to ArTara. Notwithstanding the foregoing, Chugai may not terminate this Agreement in the event ArTara provides Chugai with a written pledge made by a new controlling party of ArTara or its assets as a result of the Change of Control in ArTara in which such new party agrees to fulfill and undertake all obligations of ArTara is bound under this Agreement.

(d) Effect of Termination for Material Breach, Insolvency or Change of Control.

(i) Termination by Chugai. Upon termination of this Agreement by Chugai for a material breach or default by ArTara in accordance with Section 8.4(a), insolvency, etc. of ArTara in accordance with Section 8.4(b) or Change of Control in accordance with Section 8.4(c), ArTara shall cease to use the Chugai Service Deliverables and return them to Chugai. Chugai will continue to retain its rights to negotiate with ArTara for any improvements, inventions or know-how acquired from a Third Party or developed by ArTara or its Affiliates (including the Inventions) during the Term as set forth in Section 2.8. If applicable, ArTara shall provide reasonable support for Chugai to continue to conduct the Site Transfer; provided, however, that no further payments under Section 4.1 shall be payable by ArTara following such termination.

(ii) Termination by ArTara. Upon termination by ArTara for a material breach or default by Chugai in accordance with Section 8.4(a) or insolvency, etc. of Chugai in accordance with Section 8.4(b), ArTara may continue to use the Chugai Service Deliverables for the purpose of developing and commercializing the New Product or any improvement or invention for the New Product undertaken by ArTara for its own benefit; provided, however, that after withdrawal of the New Product Marketing Authorization in all countries of the ArTara Territory, ArTara shall not use or permit any Third Parties to use the Chugai Service Deliverables for any purpose.

8.5 Effect of Termination.

(a) Upon termination of this Agreement for whatever reason, except in the case of termination in accordance with Section 8.1 for expiration of the Term, or termination by Chugai for convenience in accordance with Section 8.2, or termination by ArTara due to (x) a material breach or default by Chugai in accordance with Section 8.4(a) or (y) insolvency, etc. of Chugai in accordance with Section 8.4(b), if ArTara or the CMO is expected to supply the Existing Product or the New Product to Chugai and if Chugai requests, the Parties shall cooperate to prepare and timely agree upon the terms and conditions of the decommissioning of the manufacturing operation at ArTara or the CMO, including the technical transfer in a timely fashion from ArTara or the CMO to Chugai or its designee.

(b) Confidential Information. Upon termination of this Agreement for whatever reason, each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing Confidential Information of the other Party; provided, however, that:

(i) unless otherwise provided elsewhere herein, ArTara shall not be required to return, delete or destroy the Chugai Service Deliverables;

(ii) each Party shall not be required to return, delete or destroy any Confidential Information of the other Party that the Party needs to exercise rights or to perform obligations under this Agreement, any Product Supply Agreement or New Product Agreement then in effect; and

(iii) each Party may keep one copy of such materials of the other Party for archival purposes only subject to continuing confidentiality obligations in accordance with Section 5.

(c) Ancillary Agreements. Except in the case of termination by ArTara due to (x) a material breach or default by Chugai in accordance with Section 8.4(a) or (y) insolvency, etc. of Chugai in accordance with Section 8.4(b), the then-effective Product Supply Agreement or New Product Agreement shall survive the termination of this Agreement.

8.6 Survival. Expiration or termination of this Agreement will not relieve the Parties of any obligations accruing before the effective date of expiration or termination. The rights and obligations of the Parties set forth in Schedule 1 (Definitions) and Section 2.1(d) (Product Supply Agreement), Section 2.1(e) (Supply Price), Section 2.3 (CMO), Section 2.4 (Chugai's Reserved Rights), Section 2.7(b) (New Product Agreement), Section 2.7(c) (Supply Price), Section 2.8 (Improvements), Section 2.9 (Pharmacovigilance for New Product.), Section 5 (Confidentiality; Publicity), Section 6 (Representations and Warranties; Covenants), Section 7 (Indemnification), Section 8 (Effect of Termination), Section 9 (Dispute Resolution), Section 11 (Assignment), and Section 12 (Miscellaneous), and any right, obligation, or required performance of the Parties under this Agreement that, by its express terms or nature and context is intended to survive expiration or termination of this Agreement, will survive any such expiration or termination.

9. Dispute Resolution.

9.1 Arbitration.

(a) In the event that a dispute between the Parties arises out of or relating to this Agreement, both Parties, upon written request of either Party, shall first attempt to settle the same amicably through good faith discussions.

(b) In the event that such dispute cannot be resolved thereby, such dispute shall be settled by binding and final arbitration in Tokyo, Japan, using the English language, and in accordance with the rules then in effect of the International Chamber of Commerce ("**ICC**").

(c) Arbitration shall be conducted by three (3) arbitrators, with each Party to this Agreement selecting one (1) arbitrator and the two (2) selected arbitrators then selecting a third (3rd) arbitrator. If the two (2) selected arbitrators fail to select a third (3rd) arbitrator within […***…] after the second (2nd) arbitrator was selected, either Party is entitled to request the ICC to appoint the third (3rd) arbitrator in accordance with the rules then in effect of the ICC.

(d) Each Party shall submit to any court of competent jurisdiction for purposes of the enforcement of any arbitration award, order or judgment and hereby waives any rights to object to such enforcement. Any award, order or judgment pursuant to the arbitration shall be final and binding on the Parties and may be entered and enforced in any court of competent jurisdiction.

9.2 Equitable Remedies: Court Proceedings. Notwithstanding the foregoing or anything to the contrary in this Agreement, either Party may initiate court proceedings in any court of competent jurisdiction for any claim for injunctive or other relief, including specific performance, in the event of an actual or threatened breach by the other Party of any of its obligations under this Agreement, notwithstanding any ongoing discussions between the Parties or any ongoing arbitration under Section 9.1, and the Parties hereby agree that (a) any such actual or threatened breach would give rise to irreparable harm for which monetary damages would not be an adequate remedy; and (b) a Party will be entitled to seek such injunctive or other relief, in addition to any and all other rights and remedies that may be available to such Party at law or in equity or otherwise in respect of such breach, without the posting of any bond or other security.

10. Force Majeure. Neither Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for ArTara's obligations to make payments when due to Chugai hereunder), when and to the extent such failure or delay is caused by or results from events beyond the affected Party's reasonable control (each, a "**Force Majeure Event**"). The affected Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected Party's failure or delay remains uncured for a period of sixty (60) days following notice given by it under this Section 10, either Party may terminate this Agreement upon thirty (30) days' notice to the other Party. Unless either Party terminates this Agreement pursuant to the preceding sentence, all timelines in the then-current development plan will automatically be extended for a period up to the duration of the Force Majeure Event.

11. Assignment. Except as otherwise expressly provided in this Agreement, neither Party may assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations, hereunder without the prior written consent of the other Party (which consent may not be unreasonably withheld, conditioned, or delayed); provided, however, that either Party may make such an assignment, delegation, or other transfer, in whole or in part, without the other Party's consent to an Affiliate; provided that the assigning Party shall remain liable and responsible for the performance of all obligations and compliance with all other terms and conditions of this Agreement by such Affiliate.

12. Miscellaneous.

12.1 Further Assurances. Each Party shall, upon the reasonable request of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

12.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

12.3 Notices. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address the receiving Party may designate from time to time in accordance with this Section). Each Party shall deliver all Notices by personal delivery, internationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission), or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

If to Chugai:	1-1 Nihonbashi-Muromachi 2-chome, Chuo-ku, Tokyo 103-8324, Japan Facsimile: […***…] Attention: General Manager, Corporate Planning Department
	With a copy to : 1-1 Nihonbashi-Muromachi 2-chome, Chuo-ku, Tokyo 103-8324, Japan Facsimile: […***…] Attention: General Manager, Legal Department
If to ArTara:	1 Little West 12th Street Facsimile:N/A Attention: CEO

12.4 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

12.5 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.6 Entire Agreement. This Agreement and all related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.7 Expenses. Except as otherwise expressly provided herein or in any development plan, each Party is responsible for all of its own costs and expenses in performing its obligations under this Agreement and neither Party is obligated to reimburse the other Party for any costs or expenses a Party incurs in performing such obligations.

12.8 No Third-Party Beneficiaries. Except for any indemnified Party under Section 7, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or other right, benefit, or remedy of any nature whatsoever, under or because of this Agreement.

12.9 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each of the Parties. No waiver by any Party of any of the provisions hereof will be effective unless expressly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.10 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to and not in substitution for any other rights or remedies that may now or subsequently be available at law or in equity or otherwise.

12.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.12 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of Japan, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Japan.

12.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Chugai Pharmaceutical Co., Ltd.

By /s/ Tatsuro Kosaka
Name: Tatsuro Kosaka
Title: President and CEO

ArTara Therapeutics Inc.

By /s/ Jesse Shefferman
Name: Jesse Shefferman
Title: CEO

SCHEDULE 1

DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

"**Affiliates**" means, with respect to a Party, any corporation or other legal entity Controlled by, Controlling, or under common Control with such Party. For the purpose of this definition, the term "**Control**" means owning, directly or indirectly, more than fifty percent (50%) of the issued voting stock of a corporation or other legal entity, or having otherwise the power to govern the management thereof.

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

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

"**ArTara Territory**" means any country, other than the Chugai Territory.

"**Change of Control**" means, with respect to any Party, (a) the sale of all or substantially all of the assets of such Party, (b) the merger or consolidation of such Party with or into any other person where the shareholders of such Party fail to own more than fifty percent (50%) of the voting power of the surviving entity, (c) an entity other than an affiliate of a Party during any period of time after the date hereof acquires more than fifty percent (50%) of the capital stock (by voting power) of such Party, or (d) any other transaction which results in a Party becoming an entity controlled by, or under common control with, a third party. In each case in this definition where there is a reference to a Party, such reference shall also include a controlling Affiliate of such Party.

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

"**Chugai Materials**" means the master cell bank of the Existing Product ("**MCB**"), […***…]. A detailed list of the Chugai Materials is set forth in Schedule 2 attached hereto.

"**Chugai Service Deliverables**" means the […***…].

"**Chugai Service Period**" means the period of time from the Effective Date until June 30, 2020, or any other date to be agreed by the Parties as the period during which Chugai shall provide ArTara with the Chugai Materials and technical support.

"**Chugai Territory**" means Japan and Taiwan.

"**Claims**" has the meaning set forth in Section 7.2.

"**CMO**" means any contract manufacturing organization subcontracted by ArTara to develop or manufacture the New Product at its manufacturing facility or plant. As an example, as of the Effective Date, ArTara expects to subcontract the development or manufacture of the New Product to Novex Innovations LLC at its plant at Winston-Salem, North Carolina, U.S.A. Novex Innovations is not a party to this agreement.

"**Confidential Information**" means all non-public, confidential, or proprietary information and materials of a Party (including its Affiliates in this definition, if the Party is Chugai), whether in oral, written, electronic, or other form or media, whether or not such information and materials are marked, designated, or otherwise identified as "confidential" and includes any information and materials that, due to the nature of the subject matter or circumstances surrounding the disclosure thereof, would reasonably be understood to be confidential or proprietary. Without limiting the foregoing, Confidential Information includes: (a) the terms and existence of this Agreement, including correspondence, communications, and notices provided hereunder; and (b) with respect to Chugai, the Chugai Service Deliverables.

Confidential Information does not include information or materials that the receiving Party can demonstrate by documentation: (w) was already known to the receiving Party without restriction on use or disclosure prior to the disclosure of such information directly or indirectly by or on behalf of the disclosing Party; (x) was or is independently developed by the receiving Party without reference to or use of any Confidential Information of the disclosing Party; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the receiving Party; or (z) was disclosed to the receiving Party by a Third Party who was not, at the time of disclosure, under any obligation to the disclosing Party or any other person or entity to maintain the confidentiality of such information.

"**Defaulting Party**" has the meaning set forth in Section 8.4(a).

"**Effective Date**" has the meaning set forth in the preamble.

"**Existing Product**" has the meaning set forth in the recitals.

"**FDA**" means the United States Food and Drug Administration, which is a federal agency of the Department of Health and Human Services of the United States.

"**Field**" means the use of attenuated bacteria as the main mechanism of action of a therapeutic agent in humans.

"**Force Majeure Event**" has the meaning set forth in Section 10.

"**ICC**" has the meaning set forth in Section 9.1(b).

"**Inventions**" has the meaning set forth in Section 2.8(a).

"**JSC**" has the meaning set forth in Section 3.1(a).

"**Marketing Authorization**" means any authorization, approval, licensees or registrations by a Regulatory Authority that are necessary for the manufacture and sale of a Product in the Field in a relevant jurisdiction and the "**Regulatory Authority**" means any national, supranational, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity with responsibility for granting authorizations, approvals, licenses or registrations necessary for the manufacturing and sale of pharmaceutical products in a territory, including FDA and PMDA.

"**New Product**" means a therapeutic product comparable to the Existing Product resulting from pre-clinical, clinical, manufacturing and regulatory activities undertaken by ArTara, using the Chugai Materials to be provided by Chugai to ArTara, which is currently referred to by ArTara as "Tara002".

"**New Product Agreement**" has the meaning set forth in Section 2.7(b)(ii).

"**Non-Defaulting Party**" has the meaning set forth in Section 8.4(a).

"**Opt-In Option**" has the meaning set forth in Section 2.7(a).

"**Opt-Out Option**" has the meaning set forth in Section 2.6(a).

"**Parties**" or "**Party**" has the meaning set forth in the preamble.

"**PMDA**" means the Pharmaceuticals and Medical Devices Agency of Japan, which works together with the Ministry of Health, Labor and Welfare of Japan.

"**Product**" means either or both of the Existing Product and the New Product.

"**Product Supply Agreement**" has the meaning set forth in Section 2.1(d).

"**Site Transfer**" means the contemplated transfer of the site of the manufacture of the Existing Product from Chugai's […***…] to ArTara's or its CMO's plant […***…] that may be made by partial change application keeping the existing Manufacturing Authorization for the Existing Product.

"**Taiwan**" means the Republic of China.

"**Term**" has the meaning set forth in Section 8.1.

"**Third Party**" means a person or entity other than a Party or a Party's Affiliate.

"**Transaction**" means the provision of materials and documents by Chugai to ArTara and the development and commercialization of the New Product by ArTara pursuant to this Agreement and the other transactions contemplated hereunder.

"**United States**" means the United States of America.

SCHEDULE 2

CHUGAI MATERIALS

n […***…] n […***…]
n […***…]

SCHEDULE 3

DEVELOPMENT PLAN

[…***…]

SCHEDULE 4

CMO STANDARDS

[…***…]

Exhibit 10.8

INDEMNITY AGREEMENT

This Indemnity Agreement (this "***Agreement***") dated as of _____ _____, 20__, is made by and between **ArTara Therapeutics, Inc.,** a Delaware corporation (the "***Company***"), and **_____** ("***Indemnitee***").

Recitals

A. The Company desires to attract and retain the services of highly qualified individuals as directors, officers, employees and agents.

B. The Company's Amended and Restated Bylaws (the "***Bylaws***") require that the Company indemnify its directors and officers, and empowers the Company to indemnify its employees and other agents, as authorized by the Delaware General Corporation Law, as amended (the "***Code***"), under which the Company is organized and such Bylaws expressly provide that the indemnification provided therein is not exclusive and contemplates that the Company may enter into separate agreements with its directors, officers and other persons to set forth specific indemnification provisions.

C. Indemnitee does not regard the protection currently provided by applicable law, the Bylaws, the Company's other governing documents, and available insurance as adequate under the present circumstances, and the Company has determined that Indemnitee and other directors, officers, employees and agents of the Company may not be willing to serve or continue to serve in such capacities without additional protection.

D. The Company desires and has requested Indemnitee to serve or continue to serve as a director, officer, employee or agent of the Company, as the case may be, and has proffered this Agreement to Indemnitee as an additional inducement to serve in such capacity.

E. Indemnitee is willing to serve, or to continue to serve, as a director, officer, employee or agent of the Company, as the case may be, if Indemnitee is furnished the indemnity provided for herein by the Company.

Agreement

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions.

(a) Agent. For purposes of this Agreement, the term "***Agent***" of the Company means any person who: (i) is or was a director**,** officer, employee, agent, or other fiduciary of the Company or a subsidiary of the Company; or (ii) is or was serving at the request or for the convenience of, or representing the interests of, the Company or a subsidiary of the Company, as a director, officer, employee, agent, or other fiduciary of a foreign or domestic corporation, partnership, joint venture, trust or other enterprise.

(b) Change in Control. For purposes of this Agreement, a "***Change in Control***" shall be deemed to have occurred if (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the total voting power represented by the Company's then outstanding Voting Securities, (ii) individuals who on the date of this Agreement are members of the Board (the "***Incumbent Board***") cease for any reason to constitute at least a majority of the members of the Board (*provided, however,* that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall be considered as a member of the Incumbent Board), or (iii) the stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the Voting Securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of (in one transaction or a series of transactions) all or substantially all of the Company's assets.

(c) Expenses. For purposes of this Agreement, the term "***Expenses***" shall be broadly construed and shall include, without limitation, all direct and indirect costs of any type or nature whatsoever, including, without limitation, all attorneys', witness, or other professional fees and related disbursements, and other out-of-pocket costs of whatever nature, actually and reasonably incurred by Indemnitee in connection with the investigation, defense or appeal of a proceeding or establishing or enforcing a right to indemnification under this Agreement, the Code or otherwise. The term "***Expenses***" shall also include reasonable compensation for time spent by Indemnitee for which he or she is not compensated by the Company or any subsidiary or third party: (i) for any period during which Indemnitee is not an Agent, in the employment of, or providing services for compensation to, the Company or any subsidiary; and (ii) if the rate of compensation and estimated time involved is approved by the directors of the Company who are not parties to any action with respect to which Expenses are incurred, for Indemnitee while an Agent of, employed by, or providing services for compensation to, the Company or any subsidiary.

(d) Independent Counsel. For purposes of this Agreement, the term "***Independent Counsel***" means a law firm, or a partner (or, if applicable, member) of such a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five (5) years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party, or (ii) any other party to the proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "***Independent Counsel***" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company will pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(e) **Liabilities**. For purposes of this Agreement, the term "***Liabilities***" shall be broadly construed and shall include, without limitation, judgments, damages, deficiencies, liabilities, losses, penalties, excise taxes, fines, assessments and amounts paid in settlement, including any interest and any federal, state, local or foreign taxes imposed as a result of the actual or deemed receipt of any payment under this Agreement.

(f) **Proceedings**. For purposes of this Agreement, the term "***proceeding***" shall be broadly construed and shall include, without limitation, any threatened, pending, or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, and whether formal or informal in any case, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness, or otherwise by reason of: (i) the fact that Indemnitee is or was a director or officer of the Company; (ii) the fact that any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting as an Agent; or (iii) the fact that Indemnitee is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, and in any such case described above, whether or not serving in any such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses may be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a proceeding, this shall be considered a proceeding under this paragraph.

(g) **Subsidiary**. For purposes of this Agreement, the term "***subsidiary***" means any corporation, limited liability company, or other entity, of which more than 50% of the outstanding voting securities or equity interests are owned, directly or indirectly, by the Company and one or more of its subsidiaries, and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as an Agent.

(h) **Voting Securities**. For purposes of this Agreement, "***Voting Securities***" shall mean any securities of the Company that vote generally in the election of directors.

2. **Agreement to Serve**. Indemnitee will serve, or continue to serve, as the case may be, as an Agent, faithfully and to the best of his or her ability, at the will of such entity designated by the Company and at the request of the Company (or under separate agreement, if such agreement exists), in the capacity Indemnitee currently serves such entity, so long as Indemnitee is duly appointed or elected and qualified in accordance with the applicable provisions of the governance documents of such entity, or until such time as Indemnitee tenders his or her resignation in writing; provided, however, that nothing contained in this Agreement is intended as an employment agreement between Indemnitee and the Company or any of its subsidiaries or to create any right to continued employment of Indemnitee with the Company or any of its subsidiaries in any capacity.

The Company acknowledges that it has entered into this Agreement and assumes the obligations imposed on it hereby, in addition to and separate from its obligations to Indemnitee under the Bylaws, to induce Indemnitee to serve, or continue to serve, as an Agent, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an Agent.

3. Indemnification.

(a) Indemnification in Third Party Proceedings. Subject to Section 10 below, the Company shall indemnify Indemnitee to the fullest extent permitted by the Code, as the same may be amended from time to time (but, to the fullest extent of the law, only to the extent that such amendment permits Indemnitee to broader indemnification rights than the Code permitted prior to adoption of such amendment), if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any proceeding, other than a proceeding by or in the right of the Company to procure a judgment in its favor, for any and all Expenses and Liabilities (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses and Liabilities) incurred by Indemnitee in connection with the investigation, defense, settlement or appeal of such proceeding, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation of the Company, the Bylaws, vote of its stockholders or disinterested directors, or applicable law.

(b) Indemnification in Derivative Actions and Direct Actions by the Company. Subject to Section 10 below, the Company shall indemnify Indemnitee to the fullest extent permitted by the Code, as the same may be amended from time to time (but, fullest extent permitted by applicable law, only to the extent that such amendment permits Indemnitee to broader indemnification rights than the Code permitted prior to adoption of such amendment), if Indemnitee is a party to or threatened to be made a party to or otherwise involved in any proceeding by or in the right of the Company to procure a judgment in its favor, against any and all Expenses actually and reasonably incurred by Indemnitee in connection with the investigation, defense, settlement, or appeal of such proceedings, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3(b) in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court competent jurisdiction to be liable to the Company, unless and only to the extent that the Chancery Court of the State of Delaware or any court in which the proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

4. Indemnification of Expenses of Successful Party. Notwithstanding any other provision of this Agreement, in circumstances where indemnification is not available under Section 3(a) or 3(b), as the case may be, to the fullest extent permitted by law and to the extent that Indemnitee is a party to (or a participant in) any proceeding and has been successful on the merits or otherwise in defense of any proceeding or in defense of any claim, issue or matter therein, in whole or part, including the dismissal of any action without prejudice, the Company shall indemnify Indemnitee against all Expenses and Liabilities in connection with the investigation, defense or appeal of such proceeding. If Indemnitee is not wholly successful in such proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such proceeding, the Company shall indemnify Indemnitee against all Expenses and Liabilities incurred by Indemnitee or on Indemnitee’s behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law.

5. Partial Indemnification; Witness Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of any Expenses and Liabilities incurred by Indemnitee in the investigation, defense, settlement or appeal of a proceeding, but is precluded by applicable law or the specific terms of this Agreement to indemnification for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's acting as an Agent, a witness or otherwise asked to participate in any proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

6. Advancement of Expenses. To the extent not prohibited by law, the Company shall advance the Expenses incurred by Indemnitee in connection with any proceeding, and such advancement shall be made within twenty (20) days after the receipt by the Company of a statement or statements requesting such advances (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditures made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice) and upon request of the Company, an undertaking to repay the advancement of Expenses if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company. Advances shall be unsecured, interest free and without regard to Indemnitee's ability to repay the Expenses. Advances shall include any and all Expenses incurred by Indemnitee pursuing an action to enforce Indemnitee's right to indemnification under this Agreement or otherwise and this right of advancement, including expenses incurred preparing and forwarding statements to the Company to support the advances claimed. Indemnitee acknowledges that the execution and delivery of this Agreement shall constitute an undertaking providing that Indemnitee shall, to the fullest extent required by law, repay the advance (without interest) if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment, not subject to appeal, that Indemnitee is not entitled to be indemnified by the Company. The right to advances under this Section shall continue until final disposition of any proceeding, including any appeal therein. This Section 6 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 10(b).

7. Notice and Other Indemnification Procedures.

(a) Notification of Proceeding. Indemnitee will notify the Company in writing promptly upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The written notification to the Company shall include a description of the nature of the proceeding and the facts underlying the proceeding. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement.

(b) Request for Indemnification Payments. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification under the terms of this Agreement, and shall request payment thereof by the Company.

(c) Determination of Right to Indemnification Payments. Upon written request by Indemnitee for indemnification pursuant to the Section 7(b) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board of Directors: (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board of Directors, by the stockholders of the Company; *provided, however*, that if there has been a Change in Control, then such determination shall be made by Independent Counsel selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld). For purposes hereof, disinterested directors are those members of the board of directors of the Company who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee. Indemnification payments requested by Indemnitee under Section 3 hereof shall be made by the Company no later than sixty (60) days after receipt of the written request of Indemnitee. Claims for advancement of Expenses shall be made under the provisions of Section 6 herein.

(d) Application for Enforcement. In the event the Company fails to make timely payments as set forth in Sections 6 or 7(b) above, Indemnitee shall have the right to apply to any court of competent jurisdiction for the purpose of enforcing Indemnitee's right to indemnification or advancement of Expenses pursuant to this Agreement. In such an enforcement hearing or proceeding, the burden of proof shall be on the Company to prove that indemnification or advancement of Expenses to Indemnitee is not required under this Agreement or permitted by applicable law. Any determination by the Company (including its Board of Directors, a committee thereof, Independent Counsel) or stockholders of the Company, that Indemnitee is not entitled to indemnification hereunder, shall not be a defense by the Company to the action nor create any presumption that Indemnitee is not entitled to indemnification or advancement of Expenses hereunder.

(e) Indemnification of Certain Expenses. The Company shall indemnify Indemnitee against all Expenses incurred in connection with any hearing or proceeding under this Section 7 unless the Company prevails in such hearing or proceeding on the merits in all material respects.

8. Assumption of Defense. In the event the Company shall be requested by Indemnitee to pay the Expenses of any proceeding, the Company, if appropriate, shall be entitled to assume the defense of such proceeding, or to participate to the extent permissible in such proceeding, with counsel reasonably acceptable to Indemnitee. Upon assumption of the defense by the Company and the retention of such counsel by the Company, the Company shall not be liable to Indemnitee under this Agreement for any fees of counsel subsequently incurred by Indemnitee with respect to the same proceeding, provided that Indemnitee shall have the right to employ separate counsel in such proceeding at Indemnitee's sole cost and expense. Notwithstanding the foregoing, if Indemnitee's counsel delivers a written notice to the Company stating that such counsel has reasonably concluded that there may be a conflict of interest between the Company and Indemnitee in the conduct of any such defense or the Company shall not, in fact, have employed counsel or otherwise actively pursued the defense of such proceeding within a reasonable time, then in any such event the fees and Expenses of Indemnitee's counsel to defend such proceeding shall be subject to the indemnification and advancement of Expenses provisions of this Agreement.

9. Insurance. To the extent that the Company maintains an insurance policy or policies providing liability insurance for Agents ("***D&O Insurance***"), Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such Agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has D&O Insurance in effect or otherwise potentially available, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

10. Exceptions.

(a) Certain Matters. Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee on account of any proceeding with respect to: (i) remuneration paid to Indemnitee if it is determined by final judgment or other final adjudication that such remuneration was in violation of law (and, in this respect, both the Company and Indemnitee have been advised that the Securities and Exchange Commission believes that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable and that claims for indemnification should be submitted to appropriate courts for adjudication, as indicated in Section 10(d) below); (ii) a final judgment rendered against Indemnitee for an accounting, disgorgement or repayment of profits made from the purchase or sale by Indemnitee of securities of the Company against Indemnitee or in connection with a settlement by or on behalf of Indemnitee to the extent it is acknowledged by Indemnitee and the Company that such amount paid in settlement resulted from Indemnitee's conduct from which Indemnitee received monetary personal profit, pursuant to the provisions of Section 16(b) of the Exchange Act or other provisions of any federal, state or local statute or rules and regulations thereunder; (iii) a final judgment or other final adjudication that Indemnitee's conduct was in bad faith, knowingly fraudulent or deliberately dishonest or constituted willful misconduct (but only to the extent of such specific determination); or (iv) on account of conduct that is established by a final judgment as constituting a breach of Indemnitee's duty of loyalty to the Company or resulting in any personal profit or advantage to which Indemnitee is not legally entitled. For purposes of the foregoing sentence, a final judgment or other adjudication may be reached in either the underlying proceeding or action in connection with which indemnification is sought or a separate proceeding or action to establish rights and liabilities under this Agreement.

(b) Claims Initiated by Indemnitee. Any provision herein to the contrary notwithstanding, the Company shall not be obligated to indemnify or advance Expenses to Indemnitee with respect to proceedings or claims initiated or brought by Indemnitee against the Company or its Agents and not by way of defense, except (i) with respect to proceedings brought to establish or enforce a right to indemnification or advancement under this Agreement or under any other agreement, provision in the Bylaws or the Certificate of Incorporation or applicable law, or (ii) with respect to any other proceeding initiated by Indemnitee that is either approved by the Board of Directors or Indemnitee's participation is required by applicable law. However, indemnification or advancement of Expenses may be provided by the Company in specific cases if the Board of Directors determines it to be appropriate.

(c) Unauthorized Settlements. Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee under this Agreement for any amounts paid in settlement of a proceeding effected without the Company's written consent. Neither the Company nor Indemnitee shall unreasonably withhold consent to any proposed settlement; provided, however, that the Company may in any event decline to consent to (or to otherwise admit or agree to any liability for indemnification hereunder in respect of) any proposed settlement if the Company is also a party in such proceeding and determines in good faith that such settlement is not in the best interests of the Company and its stockholders.

(d) Securities Act Liabilities. Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify Indemnitee or otherwise act in violation of any undertaking appearing in and required by the rules and regulations promulgated under the Securities Act of 1933, as amended (the "***Securities Act***"), or in any registration statement filed with the SEC under the Securities Act. Indemnitee acknowledges that paragraph (h) of Item 512 of Regulation S-K currently generally requires the Company to undertake in connection with any registration statement filed under the Securities Act to submit the issue of the enforceability of Indemnitee's rights under this Agreement in connection with any liability under the Securities Act on public policy grounds to a court of appropriate jurisdiction and to be governed by any final adjudication of such issue. Indemnitee specifically agrees that any such undertaking shall supersede the provisions of this Agreement and to be bound by any such undertaking.

(e) Prior Payments Any provision herein to the contrary notwithstanding, the Company shall not be obligated pursuant to the terms of this Agreement to indemnify or advance Expenses to Indemnitee under this Agreement for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, expect with respect to any excess beyond the amount paid under any insurance policy or indemnity policy.

11. Nonexclusivity and Survival of Rights. The provisions for indemnification and advancement of Expenses set forth in this Agreement shall not be deemed exclusive of any other rights which Indemnitee may at any time be entitled under any provision of applicable law, the Company's Certificate of Incorporation, the Bylaws or other agreements, both as to action in Indemnitee's official capacity and Indemnitee's action as an Agent, in any court in which a proceeding is brought, and Indemnitee's rights hereunder shall continue after Indemnitee has ceased acting as an Agent and shall inure to the benefit of the heirs, executors, administrators and assigns of Indemnitee. The obligations and duties of the Company to Indemnitee under this Agreement shall be binding on the Company and its successors and assigns until terminated in accordance with its terms. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her corporate status prior to such amendment, alteration or repeal. To the extent that a change in the Code, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation, the Bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, by Indemnitee shall not prevent the concurrent assertion or employment of any other right or remedy by Indemnitee.

12. Term. This Agreement shall continue until and terminate upon the later of: (a) five (5) years after the date that Indemnitee shall have ceased to serve as an Agent; or (b) one (1) year after the final termination of any proceeding, including any appeal then pending, in respect to which Indemnitee was granted rights of indemnification or advancement of Expenses hereunder.

No legal action shall be brought and no cause of action shall be asserted by or in the right of the Company against an Indemnitee or an Indemnitee's estate, spouse, heirs, executors or personal or legal representatives after the expiration of five (5) years from the date of accrual of such cause of action, and any claim or cause of action of the Company shall be extinguished and deemed released unless asserted by the timely filing of a legal action within such five-year period; provided, however, that if any shorter period of limitations is otherwise applicable to such cause of action, such shorter period shall govern.

13. 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 Indemnitee, who, at the request and expense of the Company, shall execute all papers required and shall do everything that may be reasonably necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

14. **Interpretation of Agreement**. It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification and advancement of Expenses to Indemnitee to the fullest extent now or hereafter permitted by law.

15. **Severability**. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of the Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to Section 14 hereof.

16. **Amendment and Waiver**. No supplement, modification, amendment, or cancellation of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

17. **Notice**. Except as otherwise provided herein, any notice or demand which, by the provisions hereof, is required or which may be given to or served upon the parties hereto shall be in writing and, if by electronic transmission, shall be deemed to have been validly served, given or delivered when sent, if by overnight delivery, courier or personal delivery, shall be deemed to have been validly served, given or delivered upon actual delivery and, if mailed, shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid and addressed to the party or parties to be notified at the addresses set forth on the signature page of this Agreement (or such other address(es) as a party may designate for itself by like notice). If to the Company, notices and demands shall be delivered to the attention of the Secretary of the Company.

18. **Governing Law**. This Agreement shall be governed exclusively by and construed according to the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely within Delaware.

19. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute but one and the same Agreement. Only one such counterpart need be produced to evidence the existence of this Agreement.

20. **Headings**. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

21. **Entire Agreement**. Subject to Section 11 hereof, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, written and oral, between the parties with respect to the subject matter of this Agreement; provided, however, that this Agreement is a supplement to and in furtherance of the Company's Certificate of Incorporation, the Bylaws, the Code and any other applicable law, and shall not be deemed a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder.

22. **Contribution**. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such proceeding; and/or (ii) the relative fault of the Company and Indemnitee in connection with such event(s) and/or transaction(s).

23. **Consent to Jurisdiction**. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "***Delaware Court***"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) agree to appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, an agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

In Witness Whereof, the parties hereto have entered into this Agreement effective as of the date first above written.

ARTARA THERAPEUTICS, INC.

By: _____

Name: _____

Title: _____

INDEMNITEE

_____

Signature of Indemnitee

_____

Print or Type Name of Indemnitee

Exhibit 10.9

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "***Agreement***") is made and entered into as of September 23, 2019 (the "***Effective Date***") by and among Proteon Therapeutics, Inc., a Delaware corporation (the "***Company***"), and the purchasers listed on the signature pages hereto (each a "***Purchaser***" and together the "***Purchasers***"). Certain terms used and not otherwise defined in the text of this Agreement are defined in Section 11 hereof.

RECITALS

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "***1933 Act***"), and Rule 506 of Regulation D promulgated by the United States Securities and Exchange Commission (the "***Commission***") under the 1933 Act;

WHEREAS, the Company desires to sell to the Purchasers, and the Purchasers desire to purchase from the Company, (i) up to $27,200,000.00 of shares of Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share (the "***Series 1 Preferred Stock***"), having the relative rights, preferences, limitations and powers set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock, in the form attached hereto as Exhibit A (the "***Certificate of Designation***") at a purchase price equal to the Series 1 Preferred Stock Purchase Price (defined below), and (ii) up to $15,300,000.00 (the "***Common Maximum Amount***") of shares of Common Stock, par value $0.001 (the "***Common Stock***") at a purchase price equal to the Common Stock Purchase Price (defined below), each in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Authorization of Securities.

1.01 The Company has authorized the sale and issuance of shares of Series 1 Preferred Stock and Common Stock on the terms and subject to the conditions set forth in this Agreement. The shares of Series 1 Preferred Stock and Common Stock sold hereunder at the Closing (as defined below) shall be referred to as the "***Securities***."

SECTION 2. Sale and Purchase of the Securities.

2.01 Closing Securities. Upon the terms and subject to the conditions herein contained, the Company agrees to sell to each Purchaser, and each Purchaser agrees to purchase from the Company, at a closing (the "***Closing***" and the date of the Closing, the "***Closing Date***") to occur immediately following the Effective Time (as such term is defined in that certain Agreement and Plan of Merger and Reorganization by and among the Company, REM 1 Acquisition, Inc. and ArTara Therapeutics, Inc., dated as of the date hereof (the "***Merger Agreement***")), that number of Securities set forth opposite such Purchaser's name on the Schedule of Purchasers under the heading "Closing Shares" (the "***Closing Shares***") for the purchase price to be paid by each Purchaser set forth opposite such Purchaser's name on the Schedule of Purchasers.

2.02 At or prior to the Closing, each Purchaser will pay the applicable purchase price set forth opposite such Purchaser's name on the Schedule of Purchasers by wire transfer of immediately available funds in accordance with wire instructions provided by the Company to the Purchasers prior to the Closing.

SECTION 3. Additional Purchasers. During the period between the date hereof and the Closing Date, additional purchasers who are existing stockholders of the Company may agree to purchase up to an aggregate of $2,500,000 in shares of Common Stock of the Company pursuant to this Agreement, by executing a joinder agreement with the Company, pursuant to which such additional purchaser(s) shall become party(ies) hereto and to the Registration Rights Agreement (defined below). From and after execution of such joinder agreement, such additional purchaser(s) shall be deemed to be "Purchaser(s)" hereunder and the Company shall be entitled to unilaterally amend the Schedule of Purchasers for such additional purchasers. For the avoidance of doubt, in no event will the Company issue more than the Common Maximum Amount of shares of Common Stock (excluding the Series 1 Preferred Conversion Shares) pursuant to this Agreement.

SECTION 4. Representations and Warranties of the Purchasers. Each Purchaser, severally and not jointly, represents and warrants to the Company that the statements contained in this Section 4 are true and correct as of the Effective Date, and will be true and correct as of the Closing Date:

4.01 Validity. The execution, delivery and performance of this Agreement and the consummation by the Purchaser of the transactions contemplated hereby have been duly authorized by all necessary corporate, partnership, limited liability or similar actions, as applicable, on the part of such Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

4.02 Brokers. There is no broker, investment banker, financial advisor, finder or other person which has been retained by or is authorized to act on behalf of the Purchaser who might be entitled to any fee or commission for which the Company will be liable in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby.

4.03 Investment Representations and Warranties. The Purchaser understands and agrees that the offering and sale of the Securities has not been registered under the 1933 Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein.

4.04 Acquisition for Own Account; No Control Intent. The Purchaser is acquiring the Securities for its own account for investment and not with a view towards distribution in a manner which would violate the 1933 Act or any applicable state or other securities laws. The Purchaser is not party to any agreement providing for or contemplating the distribution of any of the Securities. The Purchaser has no present intent to effect a "change of control" of the Company as such term is understood under the rules promulgated pursuant to Section 13(d) of the 1934 Act.

4.05 No General Solicitation. The Purchaser is not purchasing the Securities as a result of any advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement. The purchase of the Securities has not been solicited by or through anyone other than the Company.

4.06 Ability to Protect Its Own Interests and Bear Economic Risks. The Purchaser has the capacity to protect its own interests in connection with the transactions contemplated by this Agreement and is capable of evaluating the merits and risks of the investment in the Securities. The Purchaser is able to bear the economic risk of an investment in the Securities and is able to sustain a loss of all of its investment in the Securities without economic hardship, if such a loss should occur.

4.07 Accredited Investor; No Bad Actor. The Purchaser is an "accredited investor" as that term is defined in Rule 501(a) under the 1933 Act. Such Purchaser has not taken any of the actions set forth in, and is not subject to, the disqualification provisions of Rule 506(d)(1) of the 1933 Act.

4.08 Access to Information. The Purchaser has been given access to Company documents, records, and other information, and has had adequate opportunity to ask questions of, and receive answers from, the Company's officers, employees, agents, accountants and representatives concerning the Company's business, operations, financial condition, assets, liabilities and all other matters relevant to its investment in the Securities. Purchaser understands that an investment in the Securities bears significant risk and represents that it has reviewed the SEC Reports, which serve to qualify certain of the Company representations set forth below.

4.09 Restricted Securities. The Purchaser understands that the Securities will be characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a private placement under Section 4(a)(2) of the 1933 Act and that under such laws and applicable regulations such Securities may be resold without registration under the 1933 Act only in certain limited circumstances.

4.11 Short Sales. Between the time the Purchaser learned about the offering contemplated by this Agreement and the public announcement of the offering, the Purchaser has not engaged in any short sales (as defined in Rule 200 of Regulation SHO under the 1934 Act ("***Short Sales***")) or similar transactions with respect to the Common Stock or any securities exchangeable or convertible for Common Stock, nor has the Purchaser, directly or indirectly, caused any person to engage in any Short Sales or similar transactions with respect to the Common Stock.

4.12 Tax Advisors. The Purchaser has had the opportunity to review with the Purchaser's own tax advisors the federal, state and local tax consequences of its purchase of the Securities set forth opposite such Purchaser's name on the Schedule of Purchasers, where applicable, and the transactions contemplated by this Agreement. The Purchaser is relying solely on the Purchaser's own determination as to tax consequences or the advice of such tax advisors and not on any statements or representations of the Company or any of its agents and understands that the Purchaser (and not the Company) shall be responsible for the Purchaser's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

SECTION 5. Representations and Warranties by the Company. Assuming the accuracy of the representations and warranties of the Purchasers set forth in Section 4 and except as set forth in the reports, schedules, forms, statements and other documents filed by the Company with the United States Securities and Exchange Commission (the "***Commission***") pursuant to the 1934 Act (collectively, the "***SEC Reports***"), which disclosures serve to qualify these representations and warranties in their entirety, the Company represents and warrants to the Purchasers that the statements contained in this Section 5 are true and correct as of the Effective Date, and will be true and correct as the Closing Date:

5.01 SEC Reports. The Company has timely filed all of the reports, schedules, forms, statements and other documents required to be filed by the Company with the Commission pursuant to the reporting requirements of the 1934 Act. The SEC Reports, at the time they were filed with the Commission, (i) complied as to form in all material respects with the requirements of the 1934 Act and the 1934 Act Regulations and (ii) did not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

5.02 Independent Accountants. The accountants who certified the audited consolidated financial statements of the Company included in the SEC Reports are independent public accountants as required by the 1933 Act, the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations, and the Public Company Accounting Oversight Board.

5.03 Financial Statements; Non-GAAP Financial Measures. The consolidated financial statements included or incorporated by reference in the SEC Reports, together with the related notes, present fairly, in all material respects, the financial position of the Company and its consolidated subsidiaries at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company and its consolidated subsidiaries for the periods specified; said financial statements have been prepared in conformity with U.S. generally accepted accounting principles ("***GAAP***") applied on a consistent basis throughout the periods involved, except in the case of unaudited, interim financial statements, subject to normal year-end audit adjustments and the exclusion of certain footnotes.

5.04 No Material Adverse Change in Business. Except as otherwise stated or disclosed in the SEC Reports, since March 31, 2019, (i) there has been no material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "***Material Adverse Effect***"), other than any such change arising from steps taken by the Company after March 31, 2019 to terminate personnel, to amend or terminate contracts, and to discontinue or wind-down certain business activities, (ii) there have been no transactions entered into by the Company or any of its subsidiaries, other than those in the ordinary course of business and except as contemplated in this Agreement and the Merger Agreement, which are material with respect to the Company and its subsidiaries considered as one enterprise, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

5.05 Good Standing of the Company. The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Delaware and has corporate power and authority to own, lease and operate its properties and to conduct its business as disclosed in the SEC Reports and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect.

5.06 Good Standing of Subsidiaries. Each subsidiary of the Company has been duly incorporated or organized and is validly existing in good standing under the laws of the jurisdiction of its incorporation or organization, has corporate or similar power and authority to own, lease and operate its properties and to conduct its business as described in the SEC Reports and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or to be in good standing would not result in a Material Adverse Effect. All of the issued and outstanding capital stock of each subsidiary has been duly authorized and validly issued, is fully paid and non-assessable and is owned by the Company, directly or through subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance, claim or equity. None of the outstanding shares of capital stock of any subsidiary were issued in violation of the preemptive or similar rights of any securityholder of such subsidiary. For the avoidance of doubt, the term "subsidiary" and "subsidiaries" shall include the ArTara Therapeutics, Inc. from and after the effective time of the Merger (as defined in the Merger Agreement).

5.07 Capitalization. As of the date hereof, the Company has an authorized capitalization as set forth in the SEC Reports and, as of immediately prior to the Closing, the Company will have an authorized capitalization as disclosed in the registration statement on Form S-4 to be filed with the Commission registering the shares of the Company's capital stock to be issued pursuant to the Merger Agreement (the "***S-4 Registration Statement***"). The outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of the preemptive or other similar rights of any securityholder of the Company which have not been waived.

5.08 Validity. This Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.09 Authorization and Description of Securities. Upon the filing of the Certificate of Designation with the Secretary of State of the State of Delaware, the Series 1 Preferred Stock will have been duly and validly authorized and, when issued and paid for pursuant to this Agreement, will be validly issued, fully paid and nonassessable, and shall be free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws, and shall not be subject to preemptive or similar rights of stockholders. Upon the due conversion of the Series 1 Preferred Stock the Series 1 Preferred Conversion Shares will be validly issued, fully paid and non-assessable free and clear of all encumbrances and restrictions, except for restrictions on transfer set forth in this Agreement or imposed by applicable securities laws, and shall not be subject to preemptive or similar rights of stockholders.

5.10 Absence of Violations, Defaults and Conflicts. Subject to obtaining the Required Parent Stockholder Vote (as defined in the Merger Agreement), neither the Company nor any of its subsidiaries is (A) in violation of its charter, bylaws or similar organizational document, except, for such violations that would not, singly or in the aggregate, result in a Material Adverse Effect, (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any subsidiary is subject (collectively, "***Agreements and Instruments***"), except for such defaults that would not, singly or in the aggregate, result in a Material Adverse Effect, or (C) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a "***Governmental Entity***"), except for such violations that would not, singly or in the aggregate, result in a Material Adverse Effect. The execution, delivery and, subject to obtaining the Required Parent Stockholder Vote (as defined in the Merger Agreement), the performance of this Agreement and the consummation of the transactions contemplated herein (including the issuance and sale of the Securities and the Series 1 Preferred Conversion Shares) and compliance by the Company with its obligations hereunder do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Company or any subsidiary pursuant to, the Agreements and Instruments (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a Material Adverse Effect), nor will such action result in any violation of (i) the provisions of the certificate of incorporation, by-laws or similar organizational document of the Company or any of its subsidiaries or (ii) any applicable law, statute, rule, regulation, judgment, order, writ or decree of any Governmental Entity, except in the case of clause (ii) for such violations as would not, singly or in the aggregate, result in a Material Adverse Effect. As used herein, a "***Repayment Event***" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

5.11 Absence of Proceedings. Except as disclosed in the SEC Reports, there is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Entity now pending or, to the knowledge of the Company, threatened, against or affecting the Company or any of its subsidiaries, which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the Merger Agreement or the performance by the Company of its obligations hereunder and thereunder.

5.12 Absence of Further Requirements. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance, or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required to list the Company's common stock on any National Exchange (as defined in the Certificate of Designation), as may be required under state securities laws or the filings required pursuant to Section 6.03 of this Agreement.

5.13 Possession of Licenses and Permits. The Company and its subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "***Governmental Licenses***") issued by the appropriate Governmental Entities necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, result in a Material Adverse Effect. The Company and its subsidiaries are in compliance with the terms and conditions of all Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, result in a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

5.14 Title to Property. Except as disclosed in the SEC Reports, the Company and its subsidiaries do not own any real property. The Company and its subsidiaries have title to all tangible personal property owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (A) are described in the SEC Reports or (B) do not, singly or in the aggregate, materially affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by the Company or any of its subsidiaries; and all of the leases and subleases material to the business of the Company and its subsidiaries, considered as one enterprise, and under which the Company or any of its subsidiaries holds properties described in the SEC Reports, are in full force and effect, and neither the Company nor any such subsidiary has any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company or any subsidiary under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease.

5.15 Intellectual Property. The Company and its subsidiaries own or possess the right to use all patents, patent applications, inventions, licenses, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information or procedures), trademarks, service marks, trade names, domain names, copyrights, and other intellectual property, and registrations and applications for registration of any of the foregoing (collectively, "***Intellectual Property***") necessary to conduct their business as presently conducted and currently contemplated to be conducted in the future as described in the SEC Reports and S-4 Registration Statement and, to the knowledge of the Company, neither the Company nor any of its subsidiaries, whether through their respective products and services or the conduct of their respective businesses, has infringed, misappropriated, conflicted with or otherwise violated, or is currently infringing, misappropriating, conflicting with or otherwise violating, and none of the Company or its subsidiaries have received any heretofore unresolved communication or notice of infringement of, misappropriation of, conflict with or violation of, any Intellectual Property of any other person or entity, other than as described in the SEC Reports or S-4 Registration Statement. Neither the Company nor any of its subsidiaries has received any communication or notice (in each case that has not been resolved) alleging that by conducting their business as described in the SEC Reports or S-4 Registration Statement, such parties would infringe, misappropriate, conflict with, or violate, any of the Intellectual Property of any other person or entity. The Company knows of no infringement, misappropriation or violation by others of Intellectual Property owned by or licensed to the Company or its subsidiaries which would reasonably be expected to result in a Material Adverse Effect. The Company and its subsidiaries have taken all reasonable steps necessary to secure their interests in such Intellectual Property from their employees and contractors and to protect the confidentiality of all of their confidential information and trade secrets. None of the Intellectual Property employed by the Company or its subsidiaries has been obtained or is being used by the Company or its subsidiaries in violation of any contractual obligation binding on the Company or any of its subsidiaries or, to the knowledge of the Company, any of their respective officers, directors or employees, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. All Intellectual Property owned or exclusively licensed by the Company or its subsidiaries is free and clear of all liens, encumbrances, defects or other restrictions (other than non-exclusive licenses granted in the ordinary course of business), except those that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. The Company and its subsidiaries are not subject to any judgment, order, writ, injunction or decree of any court or any Governmental Entity, nor has the Company or any of its subsidiaries entered into or become a party to any agreement made in settlement of any pending or threatened litigation, which materially restricts or impairs their use of any Intellectual Property.

5.16 Company IT Systems. The Company and its subsidiaries own or have a valid right to access and use all computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with the business of the Company and its subsidiaries (the "***Company IT Systems***"), except as would not, individually or in the aggregate, have a Material Adverse Effect. The Company IT Systems are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business of the Company and its subsidiaries as currently conducted, except as would not, individually or in the aggregate, have a Material Adverse Effect. The Company and its subsidiaries have implemented commercially reasonable backup, security and disaster recovery technology consistent in all material respects with applicable regulatory standards and customary industry practices.

5.17 Cybersecurity. Except as would not reasonably be expected to have a Material Adverse Effect, (A) there has been no security breach or other compromise of or relating to the Company IT Systems; (B) the Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any such security breach or other compromise of the Company IT Systems; (C) the Company and its subsidiaries have implemented policies and procedures with respect to the Company IT Systems that are reasonably consistent with industry standards and practices, or as required by applicable regulatory standards; and (D) the Company and its subsidiaries are presently in material compliance with all applicable laws or statutes, judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of the Company IT Systems and to the protection of the Company IT Systems from unauthorized use, access, misappropriation or modification.

5.18 Environmental Laws. The Company and each of its subsidiaries are in compliance with and since January 1, 2017 have complied with all applicable Environmental Laws, which compliance includes the possession by the Company of all permits and other Governmental Authorizations required under applicable Environmental Laws and compliance with the terms and conditions thereof, except for any failure to be in such compliance that, either individually or in the aggregate, would not reasonably be expected to have a Company Material Adverse Effect. Neither the Company nor any of its subsidiaries has received since January 1, 2017 (or prior to that time, which is pending and unresolved), any written notice or other communication (in writing or otherwise), whether from a Governmental Entity or other Person, that alleges that the Company or any of its subsidiaries is not in compliance with or has liability pursuant to any Environmental Law and, to the knowledge of the Company, there are no circumstances that would reasonably be expected to prevent or interfere with the Company's or any of its subsidiaries' compliance in any material respects with any Environmental Law, except where such failure to comply or such liability would not reasonably be expected to have a Material Adverse Effect. No current or (during the time a prior property was leased or controlled by the Company or any of its subsidiaries) prior property leased or controlled by the Company or any of its subsidiaries has had a release of or exposure to Hazardous Materials in violation of Environmental Law, except as would not reasonably be expected to have a Material Adverse Effect.

5.19 Accounting Controls and Disclosure Controls. The Company and its subsidiaries maintain effective internal control over financial reporting (as defined under Rule 13a-15 and 15d-15 under the 1934 Act Regulations) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company's most recent audited fiscal year, there has been (1) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (2) no change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect, the Company's internal control over financial reporting.

5.20 Compliance with the Sarbanes-Oxley Act. The Company is in compliance in all material respects with all provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof that are in effect and with which the Company is required to comply.

5.21 Payment of Taxes. All United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided. No assessment in connection with United States federal tax returns has been made against the Company. The Company and its subsidiaries have filed all other tax returns that are required to have been filed by them through the date hereof or have timely requested extensions thereof pursuant to applicable foreign state, local or other law except insofar as the failure to file such returns would not result in a Material Adverse Effect and has paid all taxes due pursuant to such returns or all taxes due and payable pursuant to any assessment received by the Company and its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company or its subsidiaries and except where the failure to pay such taxes would not result in a Material Adverse Effect. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not result in a Material Adverse Effect.

5.22 ERISA. Except as would not reasonably be expected to have a Material Adverse Effect: (i) at no time in the past six years has the Company or any ERISA Affiliate maintained, sponsored, participated in, contributed to or had any liability or obligation in respect of any Employee Benefit Plan subject to Title IV of ERISA or Section 412 of the Code, any "multiemployer plan" as defined in Section 3(37) of ERISA or any multiple employer plan for which the Company or any ERISA Affiliate has incurred or could incur material liability under Section 4063 or 4064 of ERISA, (ii) no "welfare benefit plan" as defined in Section 3(1) of ERISA provides or promises, or at any time provided or promised, retiree health, or other post-termination benefits except to the extent such benefit is fully insured or as may be required by the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or similar state law and (iii) each Employee Benefit Plan is and has been operated in compliance with its terms and all applicable laws, including but not limited to ERISA and the Code. Each Employee Benefit Plan intended to be qualified under Code Section 401(a) has a favorable determination or opinion letter from the Internal Revenue Service (the "***IRS***") upon which it can rely, and any such determination or opinion letter remains in effect and has not been revoked and no event has occurred and no facts or circumstances exist that could reasonably be expected to result in the loss of qualification or tax exemption of any such Employee Benefit Plan. With respect to each Foreign Benefit Plan, such Foreign Benefit Plan (1) if intended to qualify for special tax treatment, meets, in all material respects, the requirements for such treatment, and (2) if required to be funded, is funded to the extent required by applicable law. The Company does not have any obligations under any collective bargaining agreement with any union. As used in this Section 5.23, "***Code***" means the Internal Revenue Code of 1986, as amended; "***Employee Benefit Plan***" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA, including, without limitation, all equity and equity-based, severance, employment, change-in-control, medical, disability, fringe benefit, bonus, incentive, deferred compensation, employee loan and all other employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA, under which (x) any current or former employee, director, independent contractor or other service provider of the Company or its subsidiaries has any present or future right to benefits and which are contributed to, sponsored by or maintained by the Company or any of the subsidiaries or (y) the Company or any of the subsidiaries has had or has any present or future direct or contingent obligation or liability; "***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended; "***ERISA Affiliate***" means any member of the company's controlled group as determined pursuant to Code Section 414(b), (c), (m) or (o), with respect to any Person, each business or entity under "common control" with such Person within the meaning of Section 4001(a)(14) of ERISA; and "***Foreign Benefit Plan***" means any Employee Benefit Plan established, maintained or contributed to outside of the United States of America and which is not subject to United States law.

5.23 Insurance. The Company and the subsidiaries carry or are entitled to the benefits of insurance, with what the Company reasonably believes to be financially sound and reputable insurers, in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties and assets, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of the subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a Material Adverse Effect.

5.24 Investment Company Act. The Company is not required, and upon the issuance and sale of the Securities will not be required, to register as an "investment company" under the Investment Company Act of 1940, as amended (the "***1940 Act***").

5.25 No Unlawful Payments. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, Affiliate or other person acting on behalf of the Company or any of its subsidiaries has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-corruption laws, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in violation of any applicable anti-corruption laws, and the Company and its subsidiaries have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain policies and procedures designed to ensure continued compliance therewith.

5.26 Compliance with Anti-Money Laundering Laws. The operations of the Company and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "***Anti-Money Laundering Laws***"); and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

5.27 No Conflicts with Sanctions Laws. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, Affiliate or other person acting on behalf of the Company or any of its subsidiaries is an individual or entity ("***Person***") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("***OFAC***"), the United Nations Security Council ("***UNSC***"), the European Union, Her Majesty's Treasury ("***HMT***"), or other relevant sanctions authority (collectively, "***Sanctions***"), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not knowingly directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or the business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in violation by any Person of Sanctions.

5.28 Regulatory Matters. Except as would not, singly or in the aggregate, result in a Material Adverse Effect: (i) neither the Company nor any of its subsidiaries has received any FDA Form 483, notice of adverse finding, warning letter or other correspondence or notice from the U.S. Food and Drug Administration ("***FDA***") or any other Governmental Entity alleging or asserting noncompliance with any Applicable Laws (as defined in clause (ii) below) or Authorizations (as defined in clause (iii) below); (ii) the Company and each of its subsidiaries is and has been in compliance with statutes, laws, ordinances, rules and regulations applicable to the Company and its subsidiaries for the ownership, testing, development, manufacture, packaging, processing, use, distribution, marketing, labeling, promotion, sale, offer for sale, storage, import, export or disposal of any product manufactured or distributed by the Company, including without limitation, the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301, et seq., similar laws of other Governmental Entities and the regulations promulgated pursuant to such laws (collectively, "***Applicable Laws***"); (iii) the Company and each of its subsidiaries possesses all licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws and/or to carry on its businesses as now conducted ("***Authorizations***") and such Authorizations are valid and in full force and effect and the Company is not in violation of any term of any such Authorizations; (iv) neither the Company nor any of its subsidiaries has received notice of any ongoing claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any Governmental Entity or third party alleging that any product, operation or activity is in violation of any Applicable Laws or Authorizations or has any knowledge that any such Governmental Entity or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding, nor, to the Company's knowledge, has there been any noncompliance with or violation of any Applicable Laws by the Company or any of its subsidiaries that could reasonably be expected to require the issuance of any such communication or result in an investigation, corrective action, or enforcement action by FDA or similar Governmental Entity; (v) neither the Company nor any of its subsidiaries has received notice that any Governmental Entity has taken, is taking or intends to take action to limit, suspend, modify or revoke any Authorizations or has any knowledge that any such Governmental Entity is threatening or is considering such action; and (vi) the Company and each of its subsidiaries has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete, correct and not misleading on the date filed (or were corrected or supplemented by a subsequent submission). Neither the Company, any subsidiary nor, to the Company's knowledge, any of their respective directors, officers, employees or agents has been convicted of any crime under any Applicable Laws or has been the subject of an FDA debarment proceeding. Neither the Company nor any subsidiary has been nor is now subject to FDA's Application Integrity Policy. To the Company's knowledge, neither the Company, any subsidiary nor any of its directors, officers, employees or agents, has made, or caused the making of, any false statements on, or material omissions from, any other records or documentation prepared or maintained to comply with the requirements of the FDA or any other Governmental Entity. Neither the Company, any subsidiary nor, to the Company's knowledge, any of their respective directors, officers, employees or agents, have with respect to each of the following statutes, or regulations promulgated thereto, as applicable: (i) engaged in activities under 42 U.S.C. §§ 1320a-7b or 1395nn; (ii) knowingly engaged in any activities under 42 U.S.C. § 1320a-7b or the Federal False Claims Act, 31 U.S.C. § 3729; or (iii) knowingly and willfully engaged in any activities under 42 U. S.C.§ 1320a-7b, which are prohibited, cause for civil penalties, or constitute a mandatory or permissive exclusion from Medicare, Medicaid, or any other State Health Care Program or Federal Health Care Program.

5.29 Research, Studies and Tests. The research, nonclinical and clinical studies and tests conducted by, or to the knowledge of the Company, or on behalf of the Company and its subsidiaries have been and, if still pending, are being conducted with reasonable care and in all material respects in accordance with experimental protocols, procedures and controls pursuant to all Applicable Laws and Authorizations; the descriptions of the results of such research, nonclinical and clinical studies and tests contained in the SEC Reports are accurate and complete in all material respects and fairly present in all material respects the data derived from such research, nonclinical and clinical studies, and tests; the Company is not aware of any research, nonclinical or clinical studies or tests, the results of which the Company believes reasonably call into question the research, nonclinical or clinical study or test results described or referred to in the SEC Reports when viewed in the context in which such results are described; and neither the Company nor, to the knowledge of the Company, any of its subsidiaries has received any notices or correspondence from any Governmental Entity that will require the termination, suspension or material modification of any research, nonclinical or clinical study or test conducted by or on behalf of the Company or its subsidiaries, as applicable.

5.30 Private Placement. Neither the Company nor its subsidiaries, nor any person acting on its or their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security under any circumstances that would require registration under the 1933 Act of the Securities being sold pursuant to this Agreement. Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 4 hereof, the issuance of the Securities, including the issuance of the Series 1 Preferred Conversion Shares, is exempt from registration under the 1933 Act.

5.31 Registration Rights. Except as required pursuant to Section 8 of this Agreement, pursuant to the Registration Rights Agreement or as disclosed in the SEC Reports or S-4 Registration Statement, the Company is presently not under any obligation, and has not granted any rights, to register under the 1933 Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued that have not expired or been satisfied.

SECTION 6. Covenants.

6.01 Reasonable Best Efforts. Each party shall use its reasonable best efforts to timely satisfy each of the conditions to be satisfied by it as provided in Section 7 of this Agreement.

6.02 Disclosure of Transactions and Other Material Information. Within the applicable period of time required by the 1934 Act, the Company shall file a Current Report on Form 8-K describing the terms and conditions of the transactions contemplated by this Agreement in the form required by the 1934 Act and attaching the Agreement as an exhibit to such filing (including all attachments, the "***8-K Filing***"). The Company shall provide the Purchasers with a reasonable opportunity to review and provide comments on the draft of such 8-K Filing. Subject to the foregoing, and other than the S-4 Registration Statement, the SEC Reports, any other filings required under the 1934 Act and any press releases issued in connection with the transactions contemplated hereby or by the Merger Agreement, neither the Company nor any Purchaser shall issue any press releases or any other public statements with respect to the transactions contemplated hereby. Notwithstanding the foregoing, and unless otherwise agreed to in writing by the Company and the Purchasers, the Company shall not publicly disclose the name of any Purchaser or an Affiliate of any Purchaser, or include the name of any Purchaser or an Affiliate of any Purchaser in any press release or, unless otherwise required by applicable law, any filing with the Commission or any regulatory agency or the National Exchange, without the prior written consent of such Purchaser.

6.03 Pledge of Securities. The Company acknowledges and agrees that the Securities may be pledged by a Purchaser in connection with a bona fide margin agreement or other loan or financing arrangement that is secured by the Securities. The pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Purchaser effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement, including, without limitation, Section 9.01 of this Agreement; *provided that* a Purchaser and its pledgee shall be required to comply with the provisions of Section 9.01 of this Agreement in order to effect a sale, transfer or assignment of Securities to such pledgee. The Company hereby agrees to execute and deliver such documentation as a pledgee of the Securities may reasonably request in connection with a pledge of the Securities to such pledgee by a Purchaser; *provided that* any and all costs to effect the pledge of the Securities are borne by the pledgor and/or pledgee and not the Company.

6.04 Expenses. The Company and each Purchaser is liable for, and will pay, its own expenses incurred in connection with the negotiation, preparation, execution and delivery of this Agreement, including, without limitation, attorneys' and consultants' fees and expenses, except that the Company has agreed to reimburse the BBA Purchasers in an amount of up to $150,000 for BBA Purchasers' reasonable legal fees at the time of the Closing to the extent that ArTara Therapeutics, Inc. has not reimbursed the BBA Purchasers for such amount at the time of the execution of this Agreement.

6.05 Listing. The Company shall use its best efforts to take all steps necessary to maintain the listing of its Common Stock on a National Exchange.

6.06 Reservation of Common Stock. Following the Company's receipt of the Required Parent Stockholder Vote, the Company shall take all action necessary to at all times have authorized, and reserved for the purpose of issuance from and after the Closing Date, the number of Series 1 Preferred Conversion Shares (without taking into account any limitations on conversion of the Series 1 Preferred Stock set forth in the Certificate of Designation).

6.07 Participation in Future Financings.

(a) From the Effective Date and until the consummation of the Company's second Qualified Subsequent Financing (as defined below), each Purchaser that purchases Series 1 Preferred Stock hereunder (the "***Preferred Stock Purchasers***") shall have the right to participate in any Subsequent Financing up to its pro rata amount, calculated as its percentage equity ownership of the Company's outstanding equity (without taking into account any beneficial ownership limitations on conversion or exercise of any Common Stock Equivalents held by such Preferred Stock Purchaser), on the same terms, conditions and price provided for in the Subsequent Financing, unless the Subsequent Financing is an underwritten public offering (an "***Underwritten Subsequent Financing***"), in which case the Company shall offer the Preferred Stock Purchasers the right to participate in such public offering when it is lawful for the Company to do so, including with respect to any limitations necessary to preserve the validity of the private placement exemption under the 1933 Act for the offer and sale of the Securities hereunder, but the Preferred Stock Purchasers shall not be entitled to purchase any particular amount of such public offering. For purposes of this Agreement, the term "***Subsequent Financing***" shall mean a financing in which the Company or any of the subsidiaries proposes to issue Common Stock, or Common Stock Equivalents, for cash consideration, indebtedness or a combination thereof, other than (i) a rights offering to all holders of Common Stock and Preferred Stock (which may include extending such rights to holders of Common Stock Equivalents) or (ii) an Exempt Issuance, and the term "***Qualified Subsequent Financing***" shall mean a Subsequent Financing (other than an Underwritten Subsequent Financing) in which the Company receives at least $10,000,000 in gross proceeds.

(b) At least 10 Business Days prior to the closing of the Subsequent Financing, the Company shall deliver to the Preferred Stock Purchasers a written notice of its intention to effect a Subsequent Financing ("***Pre-Notice***"), which Pre-Notice shall ask each Preferred Stock Purchaser if it wants to review the details of such financing in order to confirm whether such Preferred Stock Purchaser wishes to participate in such financing (such additional notice, a "***Subsequent Financing Notice***"). Upon the request of a Preferred Stock Purchaser, and only upon a request by such Preferred Stock Purchaser, for a Subsequent Financing Notice, the Company shall promptly, but no later than one Business Day after such request, deliver a Subsequent Financing Notice to the Preferred Stock Purchaser. The requesting Preferred Stock Purchaser hereby acknowledges and agrees that the Subsequent Financing Notice may constitute and may contain material non-public information. The Subsequent Financing Notice shall describe in reasonable detail the proposed terms of such Subsequent Financing, the amount of proceeds intended to be raised thereunder and the person or persons through or with whom such Subsequent Financing is proposed to be effected and shall include a term sheet or similar document relating thereto as an attachment.

(c) If the Preferred Stock Purchaser wishes to participate in such Subsequent Financing it must provide written notice to the Company by not later than 5:30 p.m. (New York City time) on the fifth Business Day after the Preferred Stock Purchaser has received the Subsequent Financing Notice that the Preferred Stock Purchaser is willing to participate in the Subsequent Financing, the amount of the Preferred Stock Purchaser's participation, and representing and warranting that the Preferred Stock Purchaser has such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice. If the Company receives no such notice from the Preferred Stock Purchaser as of such fifth Business Day, the Preferred Stock Purchaser shall be deemed to have notified the Company that it does not elect to participate and the Company may effect the Subsequent Financing on the terms and with the persons set forth in the Subsequent Financing Notice.

(d) If by 5:30 p.m. (New York City time) on the fifth Business Day after the Preferred Stock Purchaser has received the Subsequent Financing Notice, the Company has received written notification by the Preferred Stock Purchaser of its willingness to participate in the Subsequent Financing (or to cause its designees to participate), then the Company shall effect the Subsequent Financing with the Preferred Stock Purchaser (in the amount indicated in its notification) and, with respect to the remaining portion of such Subsequent Financing on the terms and with the Persons set forth in the Subsequent Financing Notice.

(e) The Company must provide the Preferred Stock Purchaser with a second Subsequent Financing Notice, and the Preferred Stock Purchaser will again have the right of participation set forth above in this Section 6.07, if the Subsequent Financing subject to the initial Subsequent Financing Notice is amended in any material respect or is not consummated for any reason on the terms set forth in such Subsequent Financing Notice within 30 Business Days after the date of the initial Subsequent Financing Notice.

(f) Notwithstanding anything to the contrary in this Section 6.07 and unless otherwise agreed to by the Preferred Stock Purchaser, the Company shall either confirm in writing to the Preferred Stock Purchaser that the transaction with respect to the Subsequent Financing has been abandoned or shall publicly disclose its intention to issue the securities in the Subsequent Financing, in either case in such a manner such that the Preferred Stock Purchaser will not be in possession of any material, non-public information, by the 30th Business Day following delivery of the Subsequent Financing Notice. If by such 30th Business Day, no public disclosure regarding a transaction with respect to the Subsequent Financing has been made, and no notice regarding the abandonment of such transaction has been received by the Preferred Stock Purchaser, such transaction shall be deemed to have been abandoned and the Preferred Stock Purchaser shall not be deemed to be in possession of any material, non-public information with respect to the Company or any of its subsidiaries.

6.08 Board Rights.

(a) Effective upon the Closing Date, the BBA Purchasers, acting together, shall have the right (but not the obligation) to designate (i) one member of the board of directors of the Company (the "***Board***") for so long as the BBA Purchasers collectively hold at least 2.50% of the Company's outstanding Common Stock and at least 50% of the securities purchased (including shares of Common Stock issued upon conversion or exchange of such securities purchased) by them pursuant to this Agreement or (ii) two (2) members of the Board (each such designated Board member being referred to herein as a "***BBA Purchaser Board Designee***") for so long as the BBA Purchasers collectively hold at least that percentage of the Company's outstanding Common Stock as is equal to two (2) divided by the total number of members of the Board (including the BBA Purchaser Board Designee(s)) (such percentage may be rounded up to two (2) whole members of the Board in accordance with the Nasdaq Listing Rules) and at least 50% of the securities purchased (including shares of Common Stock issued upon conversion or exchange of such securities purchased) by them pursuant to this Agreement (the "***BBA Purchaser Board Designation Right***"); provided, that each such designee must qualify as an "independent" director as defined under Nasdaq Listing Rule 5605(a)(2), and each such designee shall have provided the Nominating and Governance Committee of the Board (the "***Nominating Committee***") such information as the Nominating Committee customarily requests pursuant to its charter then in effect or pursuant to the Company's bylaws, to determine that such BBA Purchaser Board Designee meets the independence requirements under Nasdaq Listing Rule 5605(a)(2), and is not otherwise disqualified by applicable Nasdaq Stock Market or Commission rules or regulations from service on the Board. The Company agrees to take all necessary corporate and other actions, including increasing the size of the Board, if necessary, and filling the resulting vacancy by vote of the Board and/or to request a vote of the stockholders of the Company, to permit each BBA Purchaser Board Designee to be appointed or elected by the members of the Board and/or shareholders, as applicable, pursuant to the Company's Certificate of Incorporation and Bylaws.

(b) Effective upon the Closing Date, Boxer shall have the right (but not the obligation) to designate one member of the Board (the "***Boxer Board Designee***") for so long as Boxer holds at least 2.50% of the Company's outstanding Common Stock and at least 50% of the securities purchased (including shares of Common Stock issued upon conversion or exchange of such securities purchased) by it pursuant to this Agreement (the "***Boxer Board Designation Right***"); provided, that such designee must qualify as an "independent" director as defined under Nasdaq Listing Rule 5605(a)(2), and such designee shall have provided the Nominating Committee such information as the Nominating Committee customarily requests pursuant to its charter then in effect or pursuant to the Company's bylaws, to determine that such Boxer Board Designee meets the independence requirements under Nasdaq Listing Rule 5605(a)(2), and is not otherwise disqualified by applicable Nasdaq Stock Market or Commission rules or regulations from service on the Board. The Company agrees to take all necessary corporate and other actions, including increasing the size of the Board, if necessary, and filling the resulting vacancy by vote of the Board and/or to request a vote of the stockholders of the Company, to permit the Boxer Board Designee to be appointed or elected by the members of the Board and/or shareholders, as applicable, pursuant to the Company's Certificate of Incorporation and Bylaws.

(c) In addition, (i) at any time after the Closing Date when (x) the BBA Purchasers own at least 2.5% of the Company's outstanding Common Stock and at least 33% of the securities purchased (including shares of Common Stock issued upon conversion or exchange of such securities purchased) by them pursuant to this Agreement, and (y) the BBA Purchasers do not then have two BBA Purchaser Board Designees serving on the Board, the BBA Purchasers shall have the right to designate one individual to be present and participate in a non-voting capacity at all meetings of the Board or any committee thereof, including any telephonic meetings (such individual, the "***BBA Purchaser Board Observer***") and (ii) at any time after the Closing Date when (x) Boxer owns at least 2.5% of the Company's outstanding Common Stock and at least 33% of the securities purchased (including shares of Common Stock issued upon conversion or exchange of such securities purchased) by it pursuant to this Agreement, and (y) Boxer does not then have a Boxer Board Designee serving on the Board, Boxer shall have the right to designate one individual to be present and participate in a non-voting capacity at all meetings of the Board or any committee thereof, including any telephonic meetings (such individual, the "***Boxer Board Observer***"). Any materials that are sent by the Company to the members of the Board in their capacity as such shall be sent to the BBA Purchaser Board Observer and Boxer Board Observer simultaneously by means reasonably designed to ensure timely receipt by the BBA Purchaser Board Observer and Boxer Board Observer, and the Company will give the BBA Purchaser Board Observer and Boxer Board Observer notice of such meetings, by the same means as such notices are delivered to the members of the Board and at the same time as notice is provided or delivered to the Board; provided, that each of the BBA Purchaser Board Observer and Boxer Board Observer agrees to hold in confidence and trust, to act in a fiduciary manner with respect to and not to disclose any information provided to or learned by the BBA Purchaser Board Observer and/or Boxer Board Observer acting in such capacity, whether in connection with such individual's attendance at meetings of the Board, in connection with the receipt of materials delivered to the Board or otherwise. Notwithstanding the provisions of this Section 6.08(c), the Company reserves the right to exclude the BBA Purchaser Board Observer and/or the Boxer Board Observer from any meeting of a committee of the Board for any reason whatsoever, to exclude the BBA Purchaser Board Observer and/or Boxer Board Observer from any meeting of the Board, or a portion thereof, and to redact portions of any materials delivered to the BBA Purchaser Board Observer and/or Boxer Board Observer where and to the extent that the Company reasonably believes that withholding such information or excluding such individual from attending such meeting of the Board, or a portion thereof, is reasonably necessary: (i) to preserve attorney-client, work product or similar privilege between the Company and its counsel with respect to any matter; (ii) to comply with the terms and conditions of confidentiality agreements between the Company and any third parties; or (iii) because the Board has determined that there exists, with respect to the subject of such deliberation or such information, an actual or potential conflict of interest between the BBA Purchasers or Boxer, as the case may be, and the Company. Further, the members of the Board shall be entitled to hold executive sessions which the BBA Purchaser Board Observer and Boxer Board Observer may not be invited to attend. The BBA Purchaser Board Observer and the Boxer Board Observer shall use the same degree of care to protect the Company's confidential and proprietary information as the BBA Purchasers or Boxer, as applicable, use to protect their confidential and proprietary information of like nature, but in no circumstances with less than reasonable care.

(d) For purposes of this Section 6.08, ownership shall be calculated in accordance with applicable guidance published by the Nasdaq Stock Market and shall exclude any shares underlying Common Stock Equivalents requiring additional payments to receive the underlying Common Stock upon such exercise or conversion.

6.09 Negative Covenants. For so long as at least 50% of the Series 1 Preferred Stock issued under this Agreement remains outstanding, in addition to any other vote or approval required under the Bylaws or Certificate of Incorporation of the Company, the Company shall not, directly or indirectly, do any of the following without the prior written approval of the BBA Purchasers:

(a) liquidate, dissolve or wind-up the affairs of the Company, or effect any merger or consolidation or other Fundamental Transaction (as defined in the Certificate of Designation);

(b) alter or amend the Company's Certificate of Incorporation, the Bylaws, or the Certificate of Designation in a manner that adversely effects the powers, preferences or rights given to the Series 1 Preferred Stock in the Certificate of Designation and that is disproportionate to the effect of such alteration or amendment on any other class or series of the Company's capital stock;

(c) materially change the principal business of the Company, enter into new lines of business, or exit the Company's current line of business;

(d) purchase or redeem or pay any dividend on any capital stock of the Company other than the repurchase of shares from former employees or consultants in connection with the cessation of their employment or services with the Company, at a repurchase price no greater than cost or a repurchase price approved by the Board;

(e) sell, assign, license or pledge TAR-002, (a/k/a OK-432 or picibanil), other than licenses granted in the ordinary course of business; or

(f) enter into any in-license, asset transfer, merger or acquisition (or similar corporate strategic relationship) involving assets of the Company with an aggregate value of more than $2,500,000.

provided that if the Company seeks approval from the BBA Purchasers for any of the foregoing and the BBA Purchasers do not respond to such request within seven Business Days or the BBA Purchasers elect not to receive the information required to consider such requested approvals, the requirement for the BBA Purchasers' approval shall be deemed waived by the parties solely with respect to the applicable approval being sought.

SECTION 7. Conditions of Purchasers' Obligations.

7.01 Conditions of the Purchasers' Obligations at the Closing. The obligations of the Purchasers under Section 2 hereof are subject to the fulfillment, at or prior to the applicable Closing, of all of the following conditions, any of which may be waived in whole or in part by the Purchasers in their absolute discretion.

(a) Representations and Warranties. The representations and warranties of the Company contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent expressly made as of an earlier date in which case as of such earlier date).

(b) Performance. The Company shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or prior to the Closing Date.

(c) Opinion of Company Counsel. The Company shall have delivered to the Purchasers the opinion of Morgan, Lewis & Bockius LLP, dated as of the Closing Date in form and substance reasonably satisfactory to the Purchasers.

(d) Compliance Certificate. The Chief Executive Officer of the Company shall have delivered to the Purchasers at the Closing Date a certificate certifying that the conditions specified in Sections 7.01(a) and 7.01(b) of this Agreement have been fulfilled.

(e) Secretary's Certificate. The Secretary of the Company shall have delivered to the Purchasers at the Closing Date a certificate certifying (i) the Certificate of Incorporation, as amended, including the Certificate of Designation, of the Company; (ii) the Bylaws of the Company; and (iii) resolutions of the Board of Directors (or an authorized committee thereof) approving this Agreement and the transactions contemplated by this Agreement.

(f) Listing Requirements. The Company's Common Stock (i) shall be listed on a National Exchange and (ii) shall not have been suspended, as of the Closing Date, by the Commission or the National Exchange from trading thereon nor shall suspension by the Commission or the National Exchange have been threatened, as of the Closing Date, either (A) in writing by the Commission or the National Exchange or (B) by falling below the minimum listing maintenance requirements of the National Exchange, unless, in the case of any such threatened suspension by the Commission or the National Exchange, the consummation of the Merger and the transactions contemplated under the Merger Agreement and this Agreement would reasonably be expected to cause the Company to comply with the minimum listing maintenance requirements of the National Exchange and thereby address any such written suspension threat by the Commission or the National Exchange.

(g) Qualification under State Securities Laws. All registrations, qualifications, permits and approvals, if any, required under applicable state securities laws shall have been obtained for the lawful execution, delivery and performance of this Agreement.

(h) Closing of Merger. The Merger (as defined in the Merger Agreement) shall have become effective.

(i) Minimum Investment. The Purchasers shall purchase at least $40,000,000.00 in Securities at the Closing; provided, however, that if any Purchaser's failure, inability or unwillingness to purchase at the Closing the Securities that such Purchaser has agreed pursuant to this Agreement to purchase at the Closing is the reason that this condition is not satisfied at the Closing, such Purchaser may not rely on this condition to excuse such failure, inability or unwillingness.

(j) Registration Rights Agreement. The Company shall have delivered the Registration Rights Agreement in the form attached hereto as **Exhibit C** (the "***Registration Rights Agreement***"), executed by the parties thereto, to the Purchasers.

(k) Lock-Up Agreements. The officers and directors of the Company who are continuing in such roles following the Closing Date shall have executed a Parent Lock-Up Agreement (defined in the Merger Agreement).

(l) Board Composition; CEO Appointment. As of the Closing, (i) the Board shall be comprised of no less than five (5) members and no more than seven (7) members, (ii) a majority of the members of the Board shall be "independent" within the meaning of the Nasdaq Stock Market rules, and (iii) Jesse Shefferman shall be appointed as the Chief Executive Officer of the Company.

7.02 Conditions of the Company's Obligations. The obligations of the Company under Section 2 hereof are subject to the fulfillment, at or prior to the applicable Closing, of all of the following conditions, any of which may be waived in whole or in part by the Company in its absolute discretion.

(a) Representations and Warranties. The representations and warranties of the Purchasers contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (except to the extent expressly made as of an earlier date in which case as of such earlier date).

(b) Performance. Each Purchaser shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on or prior to the Closing Date.

(c) Qualification under State Securities Laws. All registrations, qualifications, permits and approvals, if any, required under applicable state securities laws shall have been obtained for the lawful execution, delivery and performance of this Agreement.

(d) Closing of Merger. The Merger shall have become effective.

(e) Minimum Investment. The Purchasers shall purchase at least $40,000,000.00 in Securities at the Closing

SECTION 8. Registration Rights. If at any time after 180 days following the Closing Date, the BBA Purchasers or Boxer determine, based on the totality of the circumstances, that they may be deemed to be "affiliates" of the Company within the meaning of Rule 144 of the 1933 Act, whether through the exercise of their respective board designation rights as provided in Section 6.08 or otherwise, the Company shall enter into the registration rights agreement with the BBA Purchasers or Boxer (as applicable) in the form attached hereto as **Exhibit B** (the "***BBA Registration Rights Agreement***").

SECTION 9. Transfer Restrictions; Restrictive Legend.

9.01 Transfer Restrictions. The Purchasers understand that the Company may, as a condition to the transfer of any of the Securities or the Series 1 Preferred Conversion Shares, require that the request for transfer be accompanied by a certificate and/or an opinion of counsel reasonably satisfactory to the Company, to the effect that the proposed transfer does not result in a violation of the 1933 Act, unless such transfer is covered by an effective registration statement or by Rule 144 or Rule 144A under the 1933 Act. It is understood that the certificates evidencing the Securities and Series 1 Preferred Conversion Shares may bear substantially the following legend:

"THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR APPLICABLE STATE SECURITIES LAWS OR A CERTIFICATE AND/OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED."

SECTION 10. Registration, Transfer and Substitution of Certificates for Securities.

10.01 Stock Register; Ownership of Securities. The Company will keep at its principal office, or will cause its transfer agent to keep, a register in which the Company will provide for the registration of transfers of the Securities. The Company may treat the person in whose name any of the Securities are registered on such register as the owner thereof and the Company shall not be affected by any notice to the contrary. All references in this Agreement to a "holder" of any Securities shall mean the person in whose name such Securities are at the time registered on such register.

10.02 Replacement of Certificates. Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificate representing any of the Securities, and, in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement and surety bond reasonably satisfactory to the Company or, in the case of any such mutilation, upon surrender of such certificate for cancellation at the office of the Company maintained pursuant to Section 10.01 hereof, the Company at its expense will execute and deliver, in lieu thereof, a new certificate representing such Securities, of like tenor.

SECTION 11. Definitions. Unless the context otherwise requires, the terms defined in this Section 11 shall have the meanings specified for all purposes of this Agreement. All accounting terms used in this Agreement, whether or not defined in this Section 11, shall be construed in accordance with GAAP and such accounting terms shall be determined on a consolidated basis for the Company and each of its subsidiaries.

"***1933 Act Regulations***" means the rules and regulations promulgated under the 1933 Act.

"***1934 Act***" means the Securities Exchange Act of 1934, as amended.

"***1934 Act Regulations***" means the rules and regulations promulgated under the 1934 Act.

"***Affiliate***" shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the 1934 Act.

"***BBA Purchasers***" means the investment partnerships advised by Baker Bros. Advisors LP set forth on the Schedule of Purchasers.

"***Boxer***" means Boxer Capital, LLC and MVA Investors, LLC.

"***Business Day***" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

"***Common Stock Equivalents***" means any securities of the Company or the subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"***Common Stock Purchase Price***" means the price per share of Common Stock that is equal to (x) Aggregate Valuation (as defined in the Merger Agreement), divided by (y) the Post-Closing Parent Shares (as defined in the Merger Agreement), rounded to six decimal points.

"***Environmental Law***" means any federal, state, local or foreign Law relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface or subsurface strata), including any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"***Exempt Issuance***" means the issuance of (a) shares of Common Stock and options to officers, directors, employees or service providers of the Company, prior to and after the Closing Date, (b) securities issuable pursuant to this Agreement or upon conversion or exercise of such securities, (c) securities issued pursuant to the Merger Agreement or upon conversion or exercise of such securities, (d) other securities exercisable or exchangeable for or convertible into shares of Common Stock issued and outstanding on the date of this Agreement, provided that such securities and any term thereof have not been amended since the date of this Agreement to increase the number of such securities or to decrease the issue price, exercise price, exchange price or conversion price of such securities, (e) securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction, and/or (f) securities issued in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships.

"***Governmental Authorization***" means any: (a) permit, license, certificate, certification, franchise, permission, approval, exemption, variance, exception, order, clearance, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any law; or (b) right under any contract with any Governmental Entity.

"***Hazardous Materials***" means any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Law, including without limitation, crude oil or any fraction thereof, and petroleum products or by-products.

"***Person***" means any individual, entity or Governmental Entity.

"***Preferred Stock***" means the Company's preferred stock, par value $0.001 per share.

"***Rule 144***" means Rule 144 promulgated by the Commission pursuant to the 1933 Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"***Series 1 Preferred Conversion Shares***" means the shares of Common Stock issuable upon conversion of the Series 1 Preferred Stock.

"***Series 1 Preferred Stock Purchase Price***" means the price per share of Series 1 Preferred Stock as is equal to one thousand (1,000) times the Common Stock Purchase Price.

SECTION 12. Miscellaneous.

12.01 Waivers and Amendments. Upon the approval of the Company and the written consent of the Purchasers, the obligations of the Company and the rights of the Purchasers under this Agreement may be waived (either generally or in a particular instance, either retroactively or prospectively and either for a specified period of time or indefinitely). Neither this Agreement, nor any provision hereof, may be changed, waived, discharged or terminated orally or by course of dealing, but only by an instrument in writing executed by the Company and the Purchasers holding, or having the right to purchase at the Closing, a majority of the Securities purchased or to be purchased hereunder (calculated on an as-converted to Common Stock basis); *provided that* (i) prior to the Closing Date, the Schedule of Purchasers shall only be amended by the Company in accordance with Section 3 and as necessary to insert share numbers once the Common Stock Purchase Price and Series 1 Preferred Stock Purchaser Price are finally determined pursuant to the Merger Agreement; (ii) any change, waiver, discharge or termination of Section 6.04, Section 6.08(a), Section 6.08(c) (with respect to the BBA Purchasers' rights therein), Section 6.09, Section 8 and this clause (ii) of Section 12.01 shall require the consent of the BBA Purchasers; and (iii) any change, waiver, discharge or termination of 6.08(b), Section 6.08(c) (with respect to Boxer's rights therein), Section 8 (with respect to Boxer's rights therein) and this clause (iii) of Section 12.01 shall require the consent of Boxer. Notwithstanding the foregoing, Section 6.09 may be amended or waived with the consent of the Company and the BBA Purchasers any time after the date on which the Company has completed one or more Subsequent Financings resulting in aggregate gross proceeds to the Company of at least $50,000,000.

12.02 Notices. All notices, requests, consents, and other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered, if delivered personally, (b) four Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (c) one Business Day after being sent via a reputable nationwide overnight courier service guaranteeing next Business Day delivery, or (d) when receipt is acknowledged, in the case of email, in each case to the intended recipient as set forth below, with respect to the Company, and to the addresses set forth on the Schedule of Purchasers with respect to the Purchasers.

If to the Company (on or prior to the Closing Date):

Proteon Therapeutics, Inc.
200 West Street
Waltham, Massachusetts 02451
Attention: Chief Executive Officer
Email: ceo@proteontx.com

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, Massachusetts 02210
Attention: Julio E. Vega
Email: julio.vega@morganlewis.com

If to the Company (following the Closing Date):
ArTara Therapeutics
1 Little W 12th Street
New York, NY 10014
Attention: Jesse Shefferman
Email: jesse.shefferman@artaratx.com

with a copy (which shall not constitute notice) to:

Cooley LLP
4401 Eastgate Mall
San Diego, CA 92121
Attn: Karen E. Deschaine, Esq.
Email: KDeschaine@cooley.com

or at such other address as the Company or each Purchaser may specify by written notice to the other parties hereto in accordance with this Section 12.02.

12.03 Cumulative Remedies. None of the rights, powers or remedies conferred upon the Purchasers on the one hand or the Company on the other hand shall be mutually exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy, whether conferred by this Agreement or now or hereafter available at law, in equity, by statute or otherwise.

12.04 Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto, the successors and permitted assigns of each Purchaser and the successors of the Company, whether so expressed or not. None of the parties hereto may assign its rights or obligations hereof without the prior written consent of the Company, except that a Purchaser may, without the prior consent of the Company, assign its rights to purchase the Securities hereunder to any of its Affiliates (provided each such Affiliate agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in Section 4 hereof). This Agreement shall not inure to the benefit of or be enforceable by any other person.

12.05 Headings. The headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

12.06 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby may be brought in any federal or state court located in the City of New York and State of New York, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

12.07 Survival. The representations and warranties of the Company and the Purchasers contained in Sections 4 and 5, and the agreements and covenants set forth in Sections 6, 8 and 12 shall survive the Closing in accordance with their respective terms. Each Purchaser shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

12.08 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts (including counterparts delivered by facsimile or other electronic format) shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

12.09 Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and, except as set forth below, this agreement supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement shall not supersede any confidentiality or other non-disclosure agreements that may be in place between the Company and any Purchaser.

12.10 Severability. If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision shall, to the maximum extent allowable by law, be modified by such court so that it becomes enforceable, and, as modified, shall be enforced as any other provision hereof, all the other provisions hereof continuing in full force and effect.

12.11 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. Nothing contained herein, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as, and the Company acknowledges that the Purchasers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert or as a group, and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement and the Company acknowledges that the Purchasers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. The Company acknowledges and each Purchaser confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

12.12 Termination. In the event that the Merger Agreement is terminated in accordance with its terms at any time prior to the consummation of the Closing, the Company shall have the right to terminate this Agreement by giving written notice of termination to the Purchasers, and the Purchasers shall have the right to terminate this Agreement by giving written notice of termination to the Company. In the event of the termination of this Agreement as provided in the foregoing provisions of this Section 12.12, this Agreement shall be of no further force or effect; *provided*, *however*, that (a) this Section 12.12 and the other provisions of Section 12 of this Agreement shall survive the termination of this Agreement and shall remain in full force and effect, and (b) the termination of this Agreement shall not relieve any party to this Agreement of any liability for common law fraud or for any Willful Breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement.

"***Willful Breach"*** means a deliberate act or deliberate failure to act, taken with the actual knowledge that such act or failure to act would result in or constitute a material breach of this Agreement.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

PROTEON THERAPEUTICS, INC.

By: /s/ Timothy P. Noyes
Name: Timothy P. Noyes
Title: President and CEO

[*Signature page to Subscription Agreement*]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

667, L.P.

By: BAKER BROS. ADVISORS LP,
management company and investment adviser to 667, L.P., pursuant to authority granted to it by Baker Biotech Capital, L.P., general partner to 667, L.P., and not as the general partner

By: /s/ Scott L. Lessing
Name: Scott L. Lessing
Title: President

BAKER BROTHERS LIFE SCIENCES, L.P.

By: BAKER BROS. ADVISORS LP,
management company and investment adviser to BAKER BROTHERS LIFE SCIENCES, L.P., pursuant to authority granted to it by Baker Brothers Life Sciences Capital, L.P., general partner to BAKER BROTHERS LIFE SCIENCES, L.P., and not as the general partner

By: /s/ Scott L. Lessing
Name: Scott L. Lessing
Title: President

[Signature page to Subscription Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

BOXER CAPITAL, LLC

By: /s/ Aaron Davis
Name: Aaron Davis
Title: Chief Executive Officer

MVA INVESTORS, LLC

By: /s/ Aaron Davis
Name: Aaron Davis
Title: Chief Executive Officer

[*Signature page to Subscription Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

OPALEYE LP

By: /s/ James Silverman
Name: James Silverman
Title: Founder / General Partner

[*Signature page to Subscription Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

DRW VENTURE CAPITAL, LLC

By: /s/ David B. Nelson
Name: David B. Nelson
Title: Vice President

[*Signature page to Subscription Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

IKARIAN CAPITAL

By: /s/ Chart Westcott
Name: Chart Westcott
Title: COO

[*Signature page to Subscription Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Subscription Agreement to be duly executed as of the Effective Date.

JAMES F. REDDOCH

By: /s/ James F. Reddoch

[*Signature page to Subscription Agreement]*

Schedule I

SCHEDULE OF PURCHASERS

CLOSING:

Exhibit A

CERTIFICATE OF DESIGNATION

PROTEON THERAPEUTICS, INC.

**CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES 1 CONVERTIBLE NON-VOTING PREFERRED STOCK**

PURSUANT TO SECTION 151(G) OF THE
DELAWARE GENERAL CORPORATION LAW

PROTEON THERAPEUTICS, INC., a Delaware corporation (the "**Corporation**"), in accordance with the provisions of Section 103 of the Delaware General Corporation Law (the "**DGCL**"), does hereby certify that, in accordance with Section 151 of the DGCL, the following resolution was duly adopted by the Board of Directors of the Corporation as of [date], 2019:

RESOLVED, that the Board of Directors of the Corporation, pursuant to authority expressly vested in it by the provisions of the Certificate of Incorporation of the Corporation, hereby authorizes the issuance of a series of Preferred Stock designated as the Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share, of the Corporation, with a stated value of $[1000 x conversion price] per share, and hereby fixes the designation, number of shares, powers, preferences, rights, qualifications, limitations and restrictions thereof (in addition to any provisions set forth in the Certificate of Incorporation of the Corporation which are applicable to the Preferred Stock of all classes and series) as follows:

SERIES 1 CONVERTIBLE NON-VOTING PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"**Affiliate**" means any Person (as hereinafter defined) that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person, as such terms are used in and construed under Rule 144 under the Securities Act ("**Rule 144**"). With respect to a Holder, any investment fund or managed account that is managed on a discretionary basis by the same investment manager as such Holder will be deemed to be an Affiliate of such Holder. As used in this definition of "Affiliate," the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or partnership or other ownership interest, by contract, or otherwise.

"**Attribution Parties**" means, with respect to any Holder, collectively, any of such Holder's Affiliates, any Persons acting as a "group" together with such Holder with respect to the Common Stock for purposes of Section 13(d) of the Exchange Act, and any other Persons whose beneficial ownership of the Common Stock would be aggregated with such Holder's for purposes of Section 13(d) of the Exchange Act.

The "**Beneficial Ownership Limitation**" shall be 9.99%; *provided that*, by written notice to the Corporation, the Holder may from time to time increase or decrease the Beneficial Ownership Limitation to any other percentage not in excess of 19.99% specified in such notice; provided that (i) any increase from a limit set pursuant to this sentence or pursuant to a previous notice will not be effective until the sixty-first (61st) day after such notice (or subsequent notice) is delivered to the Corporation, and (ii) any such increase or decrease will apply only to the Holder and not to any other Holder of Series 1 Preferred Stock.

"**Board of Directors**" means the Board of Directors of the Corporation.

"**Business Day**" means any day except Saturday, Sunday, any day which shall be a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Buy-In Shares**" shall have the meaning set forth in Section 7(f)(i).

"**Bylaws**" means the Amended and Restated Bylaws of the Corporation, as they may be amended, restated modified or supplemented and in effect from time to time.

"**Certificate**" means this Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock.

"**Commission**" means the Securities and Exchange Commission.

"**Common Stock**" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"**Conversion Date**" shall have the meaning set forth in Section 7(a).

"**Conversion Notice**" shall have the meaning set forth in Section 7(d)(i).

"**Conversion Price**" shall mean, on a per share basis, as of any Conversion Date or other date of determination, $[common stock purchase price], subject to adjustment as provided herein.

"**Conversion Rate**" shall have the meaning set forth in Section 7(c).

"**Conversion Shares**" shall have the meaning set forth in Section 7(b).

"**Converting Holder**" shall have the meaning set forth in Section 7(d)(i).

"**Corporation**" shall have the meaning set forth in the preamble.

"**DGCL**" shall have the meaning set forth in the preamble.

"**Distribution**" shall have the meaning set forth in Section 3.

"**DTC**" shall have the meaning set forth in Section 7(d)(ii).

"**DWAC**" shall have the meaning set forth in Section 7(d)(ii).

"**Effective Date**" means [date].

"**Excess Shares**" shall have the meaning set forth in Section 7(g).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Fundamental Transaction**" shall have the meaning set forth in Section 8(b)(i).

"**Holder**" shall mean each holder of record of shares of Series 1 Preferred Stock.

"**Junior Securities**" shall have the meaning set forth in Section 6(a).

"**National Exchange**" means each of the following, together with any successor thereto: the NYSE American, The New York Stock Exchange, the NASDAQ Global Market, the NASDAQ Global Select Market and the NASDAQ Capital Market.

"**Parity Securities**" shall have the meaning set forth in Section 6(a).

"**Person**" shall mean an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof or any other legal entity.

"**Principal Market**" means the NASDAQ Global Market; however, if the Common Stock becomes listed on another National Exchange after the Effective Date, then, from and after such date, the "**Principal Market**" shall mean such National Exchange.

"**Registration Rights Agreement**" means the Registration Rights Agreement, dated as of September 23, 2019, by and among the Corporation and the investors party thereto, as the same may be amended, restated, modified or supplemented and in effect from time to time.

"**Registration Statement Effective Date**" shall have the meaning set forth in Section 7(d)(iv).

"**Requisite Holders**" means, as of any date, the Holders of at least 66.6% of the then-outstanding shares of Series 1 Preferred Stock.

"**Securities**" means, collectively, the shares of Series 1 Preferred Stock and the Conversion Shares.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Securities Purchase Agreement**" means that certain Subscription Agreement, dated as of September 23, 2019, between the Corporation and the investors party thereto.

"**Senior Securities**" shall have the meaning set forth in Section 6(a).

"**Series 1 Liquidation Preference**" means, with respect to each share of Series 1 Preferred Stock, an amount equal to $10.00.

"**Series 1 Preferred Director**" has the meaning set forth in Section 4(b).

"**Series 1 Preferred Stock**" has the meaning set forth in Section 2(a).

"**Series 1 Preferred Stock Register**" has the meaning set forth in Section 2(b).

"**Share Delivery Date**" shall have the meaning set forth in Section 7(d)(ii).

"**Stated Value**" shall mean $[1000x conversion price].

"**Stock Event**" means any stock split, stock combination, reclassification, stock dividend, recapitalization or other similar transaction of such character that shares of Common Stock shall be changed into or become exchangeable for a larger or small number of shares.

"**Taxes**" means all taxes, charges, fees, levies or other like assessments, including United States federal, state, local, foreign and other net income, gross income, gross receipts, social security, estimated, sales, use, ad valorem, franchise, profits, net worth, alternative or add-on minimum, capital gains, license, withholding, payroll, employment, unemployment, social security, excise, property, transfer taxes and any and all other taxes, assessments, fees or other governmental charges, whether computed on a separate, consolidated, unitary, combined or any other basis together with any interest and any penalties, additions to tax, estimated taxes or additional amounts with respect thereto, and including any liability for taxes as a result of being a member of a consolidated, combined, unitary or affiliated group or any other obligation to indemnify or otherwise succeed to the tax liability of any other Person.

"**Trading Day**" means any day on which the Common Stock is traded on the Principal Market; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade, or actually trades, on the Principal Market for less than 4.5 hours.

"**Transfer Agent**" shall have the meaning set forth in Section 7(d)(ii).

"**Volume Weighted Average Price**" means, for any security as of any date, the U.S. dollar volume-weighted average price for such security on its Principal Market during the period beginning at 9:30 a.m., New York City time (or such other time as the Principal Market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City time (or such other time as the Principal Market publicly announces is the official close of trading), as reported by Bloomberg Markets (or any successor thereto) "**Bloomberg**") through its "Volume at Price" functions, or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York City time (or such other time as such over-the-counter market publicly announces is the official open of trading), and ending at 4:00 p.m., New York City time (or such other time as such over-the-counter market publicly announces is the official close of trading), as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group, Inc. (or any successor thereto). If the Volume Weighted Average Price cannot be calculated for such security on such date on any of the foregoing bases, the Volume Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Corporation and the Holders of a majority of the outstanding shares of Series 1 Preferred Stock as to which the determination is being made. If the Principal Market is located in a country other than the United States, the Volume Weighted Average Price shall be calculated in U.S. dollars using the spot rate for the purchase of the applicable foreign currency at the close of business on the immediately preceding Business Day in New York, New York published in the Wall Street Journal. All such determinations shall be appropriately adjusted for any Stock Event during any period during which the Volume Weighted Average Price is being determined. Volume Weighted Average Price will be determined without regard to after-hours trading or any other trading outside of the regular trading hours.

"**Unrestricted Conditions**" shall have the meaning set forth in Section 7(d)(iv).

Section 2. Designation, Amount and Par Value; Assignment.

(a) The series of preferred stock designated by this Certificate shall be designated as the Corporation's Series 1 Convertible Non-Voting Preferred Stock (the "**Series 1 Preferred Stock**"), and the number of shares so designated shall be [ ] (which shall not be subject to increase without the written consent of the Requisite Holders) and shall be designated from the 10,000,000 shares of Preferred Stock authorized to be issued by the Certificate of Incorporation. Each share of Series 1 Preferred Stock shall have a par value of $0.001 per share.

(b) The Corporation shall register, or cause to be registered, shares of the Series 1 Preferred Stock, upon records to be maintained by the Corporation (or the Corporation's designated transfer agent for the Series 1 Preferred Stock) for that purpose (the "**Series 1 Preferred Stock Register**"), in the respective names of the Holders thereof from time to time. The Corporation may deem and treat the registered Holder of shares of Series 1 Preferred Stock as the absolute owner thereof for the purpose of any conversion thereof and for all other purposes. The Corporation shall register, or cause to be registered, the transfer of any shares of Series 1 Preferred Stock in the Series 1 Preferred Stock Register, upon surrender of the certificates evidencing such shares to be transferred, duly endorsed by the Holder thereof (or accompanied by stock powers or other instruments of transfer duly completed and executed by the Holder thereof), to the Corporation at its address specified herein. Upon any such registration or transfer, a new certificate evidencing the shares of Series 1 Preferred Stock so transferred shall be issued to the transferee or transferees and a new certificate evidencing the remaining portion of the shares not so transferred, if any, shall be issued to the transferring Holder, in each case, within three Business Days. The shares of Series 1 Preferred Stock and the rights evidenced hereby and thereby shall inure to the benefit of and be binding upon the successors and assigns of the Holder. The provisions of this Certificate are intended to be for the benefit of all Holders from time to time and shall be enforceable by any such Holder.

(c) Neither the shares of Series 1 Preferred Stock nor the Conversion Shares may be pledged, transferred, sold or assigned except pursuant to an effective registration statement or an exemption to the registration requirements of the Securities Act and applicable state laws, including Section 4(a)(7) of the Securities Act, Rule 144 or a so-called "4[(a)](1) and a half" transaction. For avoidance of doubt, in the event a holder notifies the Corporation that such sale or transfer is pursuant to an exemption to the registration requirements of the Securities Act other than pursuant to Rule 144, the parties agree that a legal opinion from outside counsel for such holder delivered to counsel for the Corporation substantially in the form attached hereto as Exhibit A shall be the only requirement that such holder needs to satisfy to establish the availability of such an exemption from registration under the Securities Act to effectuate such transaction. Additionally, notwithstanding anything to the contrary contained herein, no shares of Series 1 Preferred Stock may be sold, transferred or assigned if a Conversion Notice has been delivered to the Corporation with respect to such shares and such Conversion Notice has not been voided or withdrawn by the applicable Holder.

Section 3. Dividends. If the Corporation shall declare or make any dividend or other distribution of assets (or rights to acquire assets) to holders of Common Stock by way of return of capital or otherwise (including any dividend or other distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement or other similar transaction) (a "**Distribution**") at any time after the Effective Date, then, in each such case, each Holder of Series 1 Preferred Stock on the applicable record date with respect to such Distribution (or, if there is no record date for such Distribution, each Holder of Series 1 Preferred Stock immediately prior to the effective date of such Distribution) shall be entitled to receive such Distribution, and the Corporation shall make such Distribution to such Holder, exactly as if such Holder had converted such Holder's shares of Series 1 Preferred Stock in full (and, as a result, had held all of the Conversion Shares that such Holder would have received upon such conversion, without regard to any limitations or restrictions on conversion) immediately prior to the record date for such Distribution, or if there is no record date therefor, immediately prior to the effective date of such Distribution (but without the Holder's actually having to so convert such Holder's shares of Series 1 Preferred Stock). For the avoidance of doubt, payments under the preceding sentence shall be made concurrently with the Distribution to the holders of Common Stock.

Section 4. Voting Rights. Except as otherwise provided herein (including with respect to the matters set forth in Section 5 hereof) or as otherwise required by the DGCL, the Series 1 Preferred Stock shall have no voting rights. The Corporation shall not, however, as long as any shares of Series 1 Preferred Stock are outstanding, either directly or indirectly (whether by amendment, corporate action, by contract, by merger or otherwise), without the written consent of the Requisite Holders, and any such act or transaction entered into without such consent shall be null and void *ab initio*, and of no force or effect: (i) increase the number of authorized shares of Series 1 Preferred Stock, (ii) consummate or consent to any Fundamental Transaction if such Fundamental Transaction will not be effected in compliance with Section 8(b); or (iii) enter into any agreement with respect to any of the foregoing.

Section 5. Amendments to this Certificate. Any amendment to this Certificate that alters or changes the powers, preferences, rights or other terms of the Series 1 Preferred Stock shall require the approval of the Requisite Holders. In accordance with Article Four, Section 2(b) of the Certificate of Incorporation of the Corporation, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate.

Section 6. Rank; Liquidation.

(a) The Series 1 Preferred Stock shall rank (i) senior to all of the Common Stock; (ii) senior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms junior to any Series 1 Preferred Stock ("**Junior Securities**"); (iii) on parity with any class or series of capital stock of the Corporation created specifically ranking by its terms on parity with the Series 1 Preferred Stock ("**Parity Securities**"); and (iv) junior to any class or series of capital stock of the Corporation hereafter created specifically ranking by its terms senior to any Series 1 Preferred Stock ("**Senior Securities**"), in each case, as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily.

(b) Subject to any superior liquidation rights of the holders of any Senior Securities of the Corporation, upon the liquidation, dissolution or winding up of the Corporation (other than in connection with a Fundamental Transaction), whether voluntary or involuntary, each Holder shall be entitled to receive for each share of Series 1 Preferred Stock, in preference to any distributions of any of the assets or surplus funds of the Corporation to the holders of the Common Stock and Junior Securities and *pari passu* with any distribution to the holders of Parity Securities, an amount equal to the Series 1 Liquidation Preference, plus an amount equal to any dividends declared but unpaid thereon, before any payments shall be made or any assets distributed to holders of any class of Common Stock or Junior Securities. After such payment shall have been made in full to the holders of the Series 1 Preferred Stock and Parity Securities, or funds necessary for such payment shall have been set aside by the Corporation in trust for the account of holders of the Series 1 Preferred Stock and Parity Securities, so as to be available for such payment, the remaining assets available for distribution shall be distributed ratably among the holders of the Junior Securities, if applicable in accordance with the terms of such securities, and the Common Stock.

Section 7. Conversion.

(a) Conversion Right. Each Holder shall have the right, at such Holder's option, to convert the shares of Series 1 Preferred Stock held by such Holder into shares of Common Stock on any date (such date, the "**Conversion Date**") subject to and upon the terms, conditions and limitations set forth in this Section 7.

(b) Conversion at Option of the Holder. Each Holder shall be entitled to convert some or all of its shares of Series 1 Preferred Stock into fully paid and nonassessable shares of Common Stock ("**Conversion Shares**") subject to, and in accordance with, this Section 7 at the Conversion Rate. The Corporation shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share, then the Corporation shall round such fraction of a share up or down to the nearest whole share (with 0.5 rounded up). Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series 1 Preferred Stock the Holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

(c) Conversion Rate. The number of Conversion Shares issuable upon conversion of each share of Series 1 Preferred Stock being converted pursuant to this Section 7 shall be determined according to the following formula (the "**Conversion Rate**"):

$$\frac{\text{Stated Value}}{\text{Conversion Price}}$$

(d) Mechanics of Conversion. The conversion of Series 1 Preferred Stock shall be conducted in the following manner:

(i) Holder's Delivery Requirements. To convert shares of Series 1 Preferred Stock into Conversion Shares pursuant to this Section 7 on any date, a Holder seeking to effect such conversion (a "**Converting Holder**") shall (A) transmit by facsimile or electronic mail (or otherwise deliver), for receipt on or prior to 5:00 p.m. New York City time on such date, a copy of an executed conversion notice in the form attached hereto as **Annex A** (the "**Conversion Notice**") to the Corporation (Attention: President and CEO, Email: Series1@Proteontx.com), which Conversion Notice may specify that such conversion is conditioned upon consummation of a Fundamental Transaction or any other transaction (such Fundamental Transaction or other transaction, a "**Conversion Triggering Transaction**"), and (B) if required pursuant to subparagraph (iii) below, surrender to a common carrier for delivery to the Corporation, no later than three (3) Business Days after the Conversion Date, the original stock certificates representing the shares of Series 1 Preferred Stock being converted (or an indemnification undertaking in customary form with respect to such shares in the case of the loss, theft or destruction of any stock certificate representing such shares) (or, if the conversion is conditioned upon the consummation of a Conversion Triggering Transaction, on the date of (and immediately prior to) the consummation of such Conversion Triggering Transaction). For purposes of determining the maximum number of Conversion Shares that the Corporation may issue to a Holder pursuant to this Section 7 upon conversion of shares of Series 1 Preferred Stock on a particular Conversion Date, such Holder's delivery of a Conversion Notice with respect to such conversion shall constitute a representation by such Holder (on which the Corporation shall rely) that, upon the issuance of the Conversion Shares to be issued to it on such Conversion Date, the shares of Common Stock beneficially owned by such Holder and its Attribution Parties (including shares held by any "group" of which such Holder is a member) will not exceed the Beneficial Ownership Limitation for such Holder.

(ii) Corporation's Response. Upon receipt or deemed receipt by the Corporation of a copy of a Conversion Notice, the Corporation (A) shall as promptly as possible send, via email, a confirmation of receipt of such Conversion Notice to the Converting Holder and the Corporation's designated transfer agent (the "**Transfer Agent**"), which confirmation (i) shall be sent to the Converting Holder at the email address specified by the Converting Holder pursuant to such Conversion Notice and to the Transfer Agent at the email address previously specified by the Transfer Agent for this purpose and (ii) shall include an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein, and (B) on or before the third (3rd) Business Day following the date of receipt or deemed receipt by the Corporation of such Conversion Notice (or, if earlier, the end of the standard settlement period for U.S. broker-dealer securities transactions, or, if the conversion is conditioned upon the consummation of a Conversion Triggering Transaction, immediately prior to the consummation of such Conversion Triggering Transaction) (the "**Share Delivery Date**"), (x) credit, or cause to be credited, such aggregate number of Conversion Shares to which the Converting Holder shall be entitled to the Converting Holder's or its designee's balance account with The Depository Trust Company ("**DTC**") through its Deposit/Withdrawal at Custodian ("**DWAC**") system, or (y) if none of the Unrestricted Conditions is then satisfied, deliver, or cause to be delivered, a stock certificate to the address designated by the Converting Holder, in each case, for the number of Conversion Shares to which the Converting Holder shall be entitled. If the number of shares of Series 1 Preferred Stock represented by any stock certificate surrendered by the Converting Holder is greater than the number of shares of Series 1 Preferred Stock being converted, then the Corporation shall, as soon as practicable and in no event later than three (3) Business Days after receipt of such stock certificates and at its own expense, issue and deliver to the Converting Holder a new certificate representing shares of the Series 1 Preferred Stock not so converted.

(iii) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion of shares of Series 1 Preferred Stock in accordance with the terms hereof, no Holder shall be required to physically surrender the certificate representing the shares of Series 1 Preferred Stock, if any, to the Corporation unless the full number of shares of Series 1 Preferred Stock represented by the certificate are being converted. Each Holder and the Corporation shall maintain records showing the number of shares of Series 1 Preferred Stock so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to such Holder and the Corporation, so as not to require physical surrender of the certificate representing the shares of Series 1 Preferred Stock, if any, upon each such conversion. In the event of any dispute or discrepancy, such records of the Corporation shall be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if shares of Series 1 Preferred Stock represented by a certificate are converted as aforesaid, such Holder may not transfer the certificate representing the shares of Series 1 Preferred Stock unless such Holder first physically surrenders the certificate representing the shares of Series 1 Preferred Stock to the Corporation, whereupon the Corporation will forthwith issue and deliver upon the order of such Holder a new certificate of like tenor, registered as such Holder may request, representing in the aggregate the remaining number of shares of Series 1 Preferred Stock represented by such certificate. Each Holder and any assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of any shares of Series 1 Preferred Stock, the number of shares of Series 1 Preferred Stock represented by any such certificate may be less than the number of shares of Series 1 Preferred Stock stated of the face thereof.

(iv) Restrictive Legends. Until such time as shares of Series 1 Preferred Stock or Conversion Shares have been registered under the Securities Act as contemplated by the Registration Rights Agreement or otherwise may be sold pursuant to Rule 144 or an exemption from registration under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, such Securities may bear the Securities Act Legend (as defined in Securities Purchase Agreement). The certificates (or electronic book entries, if applicable) evidencing any Securities shall not contain or be subject to any legend restricting the transfer thereof (including the Securities Act Legend) or be subject to any stop-transfer instructions: (A) while a registration statement (including a Registration Statement (as such term is defined in the Registration Rights Agreement)) covering the sale or resale of such Security is effective under the Securities Act, (B) if the holder of Securities provides the Corporation customary seller and, as applicable, broker paperwork or other reasonable assurances to the effect that such Securities have been or are being sold pursuant to Rule 144, (C) if such Securities are eligible for sale under Rule 144(b)(1) and the Holder thereof is not, and has not been during the preceding three months, an Affiliate of the Corporation (subject to the Holder's delivery to the Corporation of a customary non-affiliate representation letter), or (D) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) (collectively, the "**Unrestricted Conditions**"). Promptly following the Registration Statement Effective Date or such other time as any of the Unrestricted Conditions have been satisfied, the Corporation shall cause its counsel to issue a legal opinion or other instruction to the Transfer Agent (if required by the Transfer Agent) to effect the issuance of the applicable shares of Series 1 Preferred Stock or Conversion Shares without a restrictive legend or, in the case of shares of Series 1 Preferred Stock or Conversion Shares that have previously been issued, the removal of the legend thereunder. If any of the Unrestricted Conditions are met with respect to any shares of Series 1 Preferred Stock or Conversion Shares at the time of issuance of such Security, then such Security shall be issued free of all legends. The Corporation agrees that, following the Registration Statement Effective Date in the case of Conversion Shares, or at such time as any of the other Unrestricted Conditions are met or such legend is otherwise no longer required under this Section 7(d)(iv), it will, no later than three (3) Trading Days (or if earlier, the number of Trading Days comprising the standard settlement period for U.S. broker-dealer securities transactions) following the delivery by the holder thereof to the Corporation or the Transfer Agent of any certificate representing shares of Series 1 Preferred Stock or Conversion Shares, as applicable, issued with a restrictive legend, deliver or cause to be delivered to such holder a certificate (or electronic transfer) representing such Securities that is free from all restrictive and other legends. For purposes hereof, "**Registration Statement Effective Date**" shall mean the date that the first Registration Statement that the Corporation is required to file pursuant to the Registration Rights Agreement has been declared effective by the Commission. Notwithstanding the foregoing, the certificates (or electronic book entries, if applicable) evidencing any Series 1 Preferred Stock shall at all times (whether before or after that satisfaction of any Unrestricted Condition or the Registration Statement Effective Date) bear a legend indicating that no shares of Series 1 Preferred Stock may be sold, transferred or assigned if a Conversion Notice has been delivered to the Corporation with respect to such shares and such Conversion Notice has not been voided or withdrawn.

(e) Record Holder. The Person or Persons entitled to receive the Conversion Shares issuable upon a conversion of Series 1 Preferred Stock shall be treated for all purposes as the legal and record holder or holders of such Conversion Shares upon delivery by a Converting Holder of the Conversion Notice.

(f) Corporation's Failure to Timely Convert.

(i) Cash Damages. If by the Share Delivery Date, the Corporation shall fail to issue and deliver a certificate to a Converting Holder for, or credit such Converting Holder's or its designee's balance account with DTC with, the number of Conversion Shares to which such Converting Holder is entitled pursuant to this Section 7 (provided any Unrestricted Condition is satisfied, free of any restrictive legend), then, such Converting Holder shall reasonably promptly provide written notice to the Corporation that such Converting Holder was not issued the number of Conversion Shares to which such Converting Holder is entitled pursuant to this Section 7, and, in addition to all other available remedies that such Converting Holder may pursue hereunder, the Corporation shall pay additional damages to such Converting Holder for each day after the date such written notice is delivered that such conversion is not timely effected in an amount equal to one percent (1%) of the product of (I) the number of Conversion Shares not issued to the Converting Holder or its designee on or prior to the Share Delivery Date and to which the Converting Holder is entitled and (II) the Volume Weighted Average Price of the Common Stock on the Share Delivery Date. Alternatively, in lieu of the foregoing damages, if applicable, at the written election of the applicable Converting Holder made in such Converting Holder's sole discretion, if, on or after the applicable Share Delivery Date, such Converting Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Converting Holder of Conversion Shares that such Converting Holder anticipated receiving from the Corporation (such purchased shares, "**Buy-In Shares**"), the Corporation shall be obligated to promptly pay to such Converting Holder (in addition to all other available remedies that the Converting Holder may otherwise have), 105% of the amount by which (A) such Converting Holder's total purchase price (including brokerage commissions, if any) for such Buy-In Shares exceeds (B) the net proceeds received by such Converting Holder from the sale of the number of shares equal to up to the number of Conversion Shares such Converting Holder was entitled to receive but had not received on the Share Delivery Date. If the Corporation fails to pay the additional damages set forth in this Section 7(f)(i) within five (5) Business Days of the date incurred, then the Converting Holder entitled to such payments shall have the right at any time, so long as the Corporation continues to fail to make such payments, to require the Corporation, upon written notice, to immediately issue, in lieu of such cash damages, the number of shares of Common Stock equal to the quotient of (X) the aggregate amount of the damages payments described herein divided by (Y) the Conversion Price.

(ii) Void Conversion Notice. If for any reason a Converting Holder has not received all of the Conversion Shares prior to the tenth (10th) Business Day after the Share Delivery Date with respect to a conversion of Series 1 Preferred Stock, then such Converting Holder, upon written notice to the Corporation, may void its conversion with respect to, and retain or have returned, as the case may be, any shares of Series 1 Preferred Stock that have not been converted pursuant to such Converting Holder's Conversion Notice; provided, that the voiding of such Converting Holder's Conversion Notice shall not affect the Corporation's obligations to make any payments that have accrued prior to the date of such notice pursuant to Section 7(f)(i) or otherwise.

(iii) Obligation Absolute. Subject to Section 7(g)) hereof and subject to a Holder's right to void a conversion pursuant to Section 7(f)(ii) above, the Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Series 1 Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares. Subject to Section 7(g) hereof and subject to a Holder's right to void a conversion pursuant to Section 7(f)(ii) above, in the event a Holder shall elect to convert any or all of its Series 1 Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Series 1 Preferred Stock of such Holder shall have been sought and obtained, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 125% of the value of the Conversion Shares into which would be converted the Series 1 Preferred Stock which is subject to the injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment.

(g) Limitations on Share Issuances. Notwithstanding anything herein to the contrary, the Corporation shall not issue to any Holder, and no Holder may acquire, a number of shares of Common Stock hereunder (pursuant to this Section 7(g) or otherwise) to the extent that, upon such issuance, the aggregate number of shares of Common Stock then beneficially owned by such Holder together with any Attribution Parties (including shares held by any "group" of which such Holder is a member) would exceed the then-applicable Beneficial Ownership Limitation for such Holder. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Holder and its Attribution Parties shall include the number of shares of Common Stock held by the Holder and all of its Attribution Parties plus the number of shares of Common Stock issuable upon conversion of such shares of Series 1 Preferred Stock with respect to which the determination of such sentence is being made, but shall exclude shares of Common Stock which would be issuable upon (i) conversion of the remaining, unconverted portion of the shares of Series 1 Preferred Stock beneficially owned by such Holder or any of its Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation beneficially owned by such Holder or any of its Attribution Parties subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 7(g). For purposes hereof, "group" has the meaning set forth in Section 13(d) of the Exchange Act and applicable regulations of the Commission, and the percentage held by each Holder shall be determined in a manner consistent with the provisions of Section 13(d) of the Exchange Act.

For purposes of the Beneficial Ownership Limitation, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares as reflected in (1) the Corporation's most recent quarterly report on Form 10-Q or annual report on Form 10-K, as the case may be, (2) a more recent public announcement by the Corporation or (3) any other notice by the Corporation or the transfer agent for the Common Stock setting forth the number of shares outstanding. Upon written request of any Holder at any time, the Corporation shall, within one (1) Business Day, confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Corporation by such Holder and its Attribution Parties since the date as of which the number of outstanding shares of Common Stock was reported.

In the event that the issuance of shares of Common Stock to any Holder upon the conversion of any of such Holder's shares of Series 1 Preferred Stock results in such Holder and its Attribution Parties being deemed to beneficially own, in the aggregate, a number of shares of Common Stock that exceeds the then-applicable Beneficial Ownership Limitation for such Holder, the issuance of that number of shares so issued in excess of the Beneficial Ownership Limitation (the "**Excess Shares**"), and the conversion of shares of Series 1 Preferred Stock resulting in such issuance, shall be deemed null and void and shall be cancelled ab initio, such Holder shall not have the power to vote or to transfer the Excess Shares, and the shares of Series 1 Preferred Stock as to which the conversion was voided shall remain outstanding and continue to be held by such Holder. As soon as reasonably practicable after such issuance and conversion have been deemed null and void, the Corporation shall return to such Holder certificates representing the number of shares of Series 1 Preferred Stock corresponding to the voided issuance and conversion (to the extent such shares of Series 1 Preferred Stock were surrendered to the Corporation).

For purposes of clarity, the shares of Common Stock underlying any Holder's shares of Series 1 Preferred Stock in excess of the Beneficial Ownership Limitation shall not be deemed to be beneficially owned by such Holder for any purpose, including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the Exchange Act. The provisions of this Section 7(g) shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 7(g) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 7(g) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this Section 7(g) may not be waived and shall apply to any successor Holder of shares of Series 1 Preferred Stock.

(h) [reserved].

(i) Taxes. The Corporation shall be responsible for any liability with respect to any transfer, stamp, documentary, intangible, recording or similar non-income Taxes that may be payable in connection with the execution, delivery and performance of this Certificate, including any such Taxes with respect to the issuance or transfer of shares of Series 1 Preferred Stock or the Conversion Shares. Notwithstanding any provision herein to the contrary, the Corporation shall (A) be entitled to deduct and withhold from any payments (which shall include, for purposes of this Section 7(i), Conversion Shares issued upon conversion of Series 1 Preferred Stock to the extent attributable to declared but unpaid dividends, if any) made to a holder of any Securities, such amounts that the Corporation may be required to withhold under applicable U.S. federal withholding Tax requirements (including without limitation under Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended) and (B) not be responsible for or liable for any Taxes imposed on, or measured by, net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, imposed as a result of a payee (or beneficial owner of a payment) being organized under the laws of, or having its principal office in, the jurisdiction imposing such Tax (or any political subdivision thereof). The Corporation shall provide the applicable payee with five (5) Business Days' advance notice of any such required withholding and shall reasonably cooperate with such holder to mitigate or reduce such withholding. Any amounts withheld pursuant to clause (A) above shall be treated for purposes hereof as if paid to the relevant payee.

Section 8. Certain Adjustments; Calculations; Notices.

(a) Stock Dividends and Stock Splits. If the Corporation shall at any time effect a Stock Event, then, upon the effective date of such Stock Event, the Conversion Price shall be, in the case of an increase in the number of shares of Common Stock, proportionally decreased and, in the case of a decrease in the number of shares of Common Stock, proportionally increased. The Corporation shall give each Holder the same notice it provides to holders of Common Stock of any transaction described in this Section 8(a).

(b) Fundamental Transaction.

(i) The term "**Fundamental Transaction**" shall mean the occurrence of any of the following at any time while any shares of Series 1 Preferred Stock are outstanding: (A) the Corporation, directly or indirectly, in one or more related transactions, effects any merger or consolidation of the Corporation with or into another Person, (B) the Corporation, directly or indirectly, in one transaction or a series of related transactions, effects any sale of all or substantially all of its assets (including, for the avoidance of doubt, all or substantially all of the assets of the Corporation and its subsidiaries in the aggregate), and distributes the proceeds therefrom to the holders of capital stock of the Corporation, (C) any tender offer or exchange offer (whether by the Corporation or another Person) approved by the Board of Directors is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash and/or other property or (D) the Corporation, directly or indirectly, in one transaction or a series of related transactions, effects any reclassification of the Common Stock or any compulsory share exchange (other than as a result of a Stock Event covered by Section 8(a) above) pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash and/or other property. Upon or following the occurrence of any Fundamental Transaction, each share of Series 1 Preferred Stock outstanding shall thereafter be convertible (or, to the extent a Conversion Notice contingent upon consummation of such Fundamental Transaction has been previously delivered (and has not been voided or otherwise withdrawn) with respect to such share, shall automatically convert) into the kind and amount of securities, cash and/or other property which a Holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series 1 Preferred Stock immediately prior to such Fundamental Transaction would have been entitled to receive pursuant to such Fundamental Transaction (without regard to any limitation on the conversion of Series 1 Preferred Stock (including the Beneficial Ownership Limitation)); provided, that, if the value of the aggregate of such securities, cash and/or other property to which the Holder of one share of Series 1 Preferred Stock would be entitled upon conversion thereof would be less than the Stated Value, then each outstanding share of Series 1 Preferred Stock shall instead thereafter be convertible (or, to the extent a Conversion Notice contingent upon consummation of such Fundamental Transaction has been previously delivered (and has not been voided or otherwise withdrawn) with respect to such share, shall automatically convert) into such kind of securities, cash and/or other property (in the same proportions as would be applicable but for this proviso) with an aggregate value equal to the Stated Value. The Corporation shall make an appropriate adjustment to the Conversion Price following a Fundamental Transaction based on a determination in accordance with Section 8(b)(ii) of the amount and relative value of the securities, cash and/or other property issuable in respect of one share of Common Stock in such Fundamental Transaction. If holders of Common Stock are given any choice as to the securities, cash and/or other property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the securities, cash and/or other property it receives upon any conversion of the Series 1 Preferred Stock following such Fundamental Transaction. The Corporation shall cause any successor entity (as well as its parent) in a Fundamental Transaction in which the Corporation is not the survivor to assume in writing all of the obligations of the Corporation under this Certificate in accordance with the provisions of this Section 8(b) pursuant to written agreements in form and substance approved by the Requisite Holders prior to such Fundamental Transaction.

(ii) For purposes of determining the value of any securities and/or other property to which a holder of shares of Common Stock would be entitled pursuant to a Fundamental Transaction: (A) the value of any such security that is traded on a National Exchange at the effective time of the Fundamental Transaction shall be equal to the Volume Weighted Average Price per share of such securities for the five (5) Trading Days immediately prior to such effective time; and (B) the value of any other property (including a security that is not traded on a National Exchange at the effective time of the Fundamental Transaction) shall be equal to the fair market value thereof as determined by the mutual agreement of the Corporation and the Requisite Holders.

(c) Certain Events. If any event occurs of the type contemplated by the provisions of Section 8(a) or Section 8(b) but not expressly provided for by such provisions, then the Board of Directors will make an appropriate adjustment in the Conversion Price so as to protect the rights of the Holders; provided, however, that no such adjustment will increase the Conversion Price as otherwise determined pursuant to this Section 8.

(d) Calculations. All calculations under this Section 8 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 8, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

(e) Adjustment Notices.

(i) Promptly following, but in no event later than one (1) Business Day after, any adjustment of the Conversion Price pursuant to Section 8(a), the Corporation will give written notice thereof to each Holder, setting forth in reasonable detail and certifying the calculation of such adjustment.

(ii) The Corporation will give written notice to each Holder at least ten (10) days prior to the date on which the Corporation closes its books or takes a record (A) with respect to any dividend or distribution upon the Common Stock, (B) with respect to any pro rata subscription offer to holders of Common Stock, or (C) for determining rights to vote with respect to any Fundamental Transaction or winding-up, dissolution or liquidation of the Corporation; provided, however, that in no event shall such notice be provided to any Holder prior to such information being made known to the public.

(iii) The Corporation will give written notice to each Holder at least ten (10) days prior to the date on which any Fundamental Transaction, dissolution or liquidation will take place, and in no event shall such notice be provided to any Holder prior to such information being made known to the public.

Section 9. Dispute Resolution. In the case of a dispute between the Corporation and any Holder (i) as to the value of any asset or other property pursuant to Section 6, in connection with any liquidation, dissolution or winding up of the Corporation, or Section 8(b), in connection with any Fundamental Transaction, or (ii) as to the determination of any adjustment to the Conversion Price following a Fundamental Transaction pursuant to Section 8(b), the Corporation shall promptly (and in any event within two (2) Business Days of notice of any such dispute from such Holder) submit via facsimile the disputed value of such asset or other property, or the disputed determination of such adjustment to the Conversion Price, as applicable, to an independent, reputable investment banking firm agreed to by the Corporation and the Requisite Holders. The Corporation shall direct the investment bank to determine the value of such asset or other property, or the adjustment to the Conversion Price, as applicable, and notify the Corporation and such Holder of the results no later than two (2) Business Days from the time the investment bank receives the disputed value or disputed determination, as applicable. Such investment bank's determination of the value of any such asset or other property, or of the adjustment to the Conversion Price, as applicable, shall be binding upon all parties absent manifest error.

Section 10. Reservation of Shares. The Corporation shall, so long as any of the shares of Series 1 Preferred Stock are outstanding, reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of the shares of Series 1 Preferred Stock, such number of shares of Common Stock as shall, from time to time, be sufficient to effect the conversion of all of the shares of Series 1 Preferred Stock then outstanding (without regard to any limitations on conversions (including the Beneficial Ownership Limitation)). The number of shares of Common Stock reserved for conversions of the shares of Series 1 Preferred Stock shall be allocated pro rata among the Holders based on the number of shares of Series 1 Preferred Stock held by each Holder. In the event a Holder shall sell or otherwise transfer any of such Holder's shares of Series 1 Preferred Stock, each transferee shall be allocated a pro rata portion of the number of reserved shares of Common Stock reserved for such transferor. Any shares of Common Stock reserved and which remain allocated to any Person which does not hold any shares of Series 1 Preferred Stock shall be allocated to the remaining Holders, pro rata based on the number of shares of Series 1 Preferred Stock then held by each such Holder.

Section 11. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Conversion Notice, shall be in writing and delivered personally, by electronic mail to Series1@Proteontx.com, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at its principal place of business, to the attention of the President and Chief Executive Officer of the Corporation, with a copy to the Legal Department, or such other electronic mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 11(a). Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by confirmed electronic mail or facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the electronic mail address, facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder. Except as otherwise expressly provided herein, any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the time and date of transmission, if such notice or communication is delivered via electronic mail at the e-mail address specified in this Section 11(a) prior to 4:00 p.m. (New York City time) on any date, (ii) the date immediately following the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section 11(a) between 4:00 p.m. and 11:59 p.m. (New York City time) on any date, (iii) the second Business Day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages on the shares of Series 1 Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

(c) Lost or Mutilated Series 1 Preferred Stock Certificate. If a Holder's Series 1 Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series 1 Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof reasonably satisfactory to the Corporation and, in each case, customary and reasonable indemnity, if requested. Applicants for a new certificate under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Corporation may prescribe.

(d) Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate shall be cumulative and in addition to all other remedies available under this Certificate, at law or in equity (including a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit a Holder's right to pursue actual damages for any failure by the Corporation to comply with the terms of this Certificate. The Corporation covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly described herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Corporation (or the performance thereof). The Corporation acknowledges that a breach by it of its obligations hereunder may cause irreparable harm to the Holders by vitiating the intent and purpose of the transactions contemplated by this Certificate and that the remedy at law for any such breach may be inadequate. The Corporation therefore agrees that, in the event of any such breach or threatened breach by the Corporation of the provisions of this Certificate, the Holders shall be entitled, in addition to all other available remedies, to an injunctive order and/or injunction restraining any breach and requiring immediate compliance, without the necessity of showing economic loss and without any bond or other security being required.

(e) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate. Any waiver by the Corporation or a Holder must be in writing.

(f) Severability. If any provision of this Certificate is invalid, illegal or unenforceable, the balance of this Certificate shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law. Notwithstanding any provision in this Certificate to the contrary, any provision contained herein (other than Section 7(c) which cannot be waived by the Holders) and any right of the Holders of Series 1 Preferred Stock granted hereunder may be waived as to all shares of Series 1 Preferred Stock (and the Holders thereof) upon the written consent of the Requisite Holders, unless a higher percentage is required by the DGCL, in which case the written consent of the holders of not less than such higher percentage shall be required.

(g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(h) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate and shall not be deemed to limit or affect any of the provisions hereof.

(i) Status of Converted Series 1 Preferred Stock. If any shares of Series 1 Preferred Stock shall be converted or reacquired by the Corporation, such shares of Series 1 Preferred Stock shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series 1 Preferred Stock.

(j) Benefit of Holders. The provisions of this Certificate are intended to be for the benefit of all Holders from time to time and shall be enforceable by any such Holder.

****

RESOLVED, FURTHER, that the Chairperson, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be, and they hereby are, authorized and directed to prepare and file a Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Designation this day of , 2019.

_____

Name:
Title:

ANNEX A

CONVERSION NOTICE

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF SERIES 1 PREFERRED STOCK)

Reference is made to the Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock (the "Certificate of Designation"). In accordance with and pursuant to the Certificate of Designation, the undersigned hereby elects to convert the number of shares of Series 1 Convertible Non-Voting Preferred Stock, par value $0.001 per share and with a stated value of $[1000 x conversion price] per share (the "Series 1 Preferred Stock"), of Proteon Therapeutics, Inc., a Delaware corporation (the "Corporation"), indicated below into shares of common stock, par value $0.001 per share (the "Common Stock"), of the Corporation, by tendering the stock certificate(s) representing the shares of Series 1 Preferred Stock specified below as of the date specified below.

Date of Conversion:

Number of shares of Series 1 Preferred Stock to be converted:

Stock certificate no(s). of shares of Series 1 Preferred Stock to be converted:

This Conversion is conditioned upon the consummation of the following Conversion Triggering Transaction: [1]

Please confirm the following information:

Conversion Price:

Number of shares of Common Stock to be issued:

Please issue the shares of Common Stock in accordance with the terms of the Certificate of Designation as follows:

☐ Deposit/Withdrawal At Custodian ("**DWAC**") system; or

☐ Physical Certificate

Issue to:

Address (for delivery of physical certificate):

E-mail:

DTC Participant Number and Name (if through DWAC):

Account Number (if through DWAC):

[1] No such condition applies if left blank.

ACKNOWLEDGMENT

The Corporation hereby acknowledges this Conversion Notice and hereby directs to issue the above indicated number of shares of Common Stock in accordance with the Transfer Agent Instructions dated , 20 from the Corporation and acknowledged and agreed to by .

PROTEON THERAPEUTICS, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A

FORM OF OPINION

, 20

[ ]

Re: [ ] (the "Company")

Dear [ ]:

[ ] ("[ ]") intends to transfer [shares of Series 1 Convertible Non-Voting Preferred Stock] [Conversion Shares] (the "Securities") of the Company to (" ") without registration under the Securities Act of 1933, as amended (the "Securities Act"). In connection therewith, we have examined and relied upon the truth of representations contained in an Investor Representation Letter attached hereto and have examined such other documents and issues of law as we have deemed relevant.

Based on and subject to the foregoing, we are of the opinion that the transfer of the Securities by to may be effected without registration under the Securities Act, provided, however, that the Securities to be transferred to contain a legend restricting its transferability pursuant to the Securities Act and that transfer of the Securities is subject to a stop order.

The foregoing opinion is furnished only to and may not be used, circulated, quoted or otherwise referred to or relied upon by you for any purposes other than the purpose for which furnished or by any other person for any purpose, without our prior written consent.

Very truly yours,

BBA REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT

PROTEON THERAPEUTICS, INC.
FIRST AMENDMENT TO SUBSCRIPTION AGREEMENT

This **FIRST AMENDMENT TO SUBSCRIPTION AGREEMENT** (this "***Amendment***"), amending the Subscription Agreement by and between **PROTEON THERAPEUTICS, INC.**, a Delaware corporation (the "***Company***"), and the persons and entities listed on **Schedule I** attached thereto ("***Purchasers***") dated as of September 23, 2019 (the "***Purchase Agreement***"), is entered into as of November 19, 2019 by and among the Company, ArTara Therapeutics, Inc. and the undersigned Purchasers. Capitalized terms used herein which are not defined herein shall have the definition ascribed to them in the Purchase Agreement.

RECITALS

WHEREAS, the Company and the Purchasers have previously entered into the Purchase Agreement;

WHEREAS, in order for the combined company to comply with the listing requirements of the Nasdaq Capital Market following the consummation of the transactions contemplated by the Merger Agreement, the parties desire for certain Securities to be issued and sold by ArTara Therapeutics, Inc. immediately prior to the Effective Time in lieu of being issued and sold pursuant to the Purchase Agreement immediately following the Effective time;

WHEREAS, Section 12.01 of the Purchase Agreement provides that the Purchase Agreement may be amended with the written consent of (i) the Company and (ii) the Purchasers holding, or having the right to purchase at the Closing, a majority of the Securities purchased or to be purchased thereunder (calculated on an as-converted to Common Stock basis) (the "***Requisite Purchasers***"); and

WHEREAS, the undersigned constitute the Company and the Requisite Purchasers.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Addition of ArTara Therapeutics, Inc. as Party; Joinder. In connection with this Amendment, ArTara Therapeutics, Inc. ("***ArTara***" or "***Joining Party***"), a Delaware corporation shall become a party to the Purchase Agreement. With effect from the date hereof, the Joining Party acknowledges and agrees to be bound by all provisions of the Purchase Agreement in so far as they impose obligations on ArTara or give rights or benefits to the Purchaser of the ArTara Common Stock (defined below) and shall be and become a party to the Purchase Agreement with respect to the sale and issuance of the ArTara Common Stock in accordance with the Purchase Agreement, as amended by this Amendment.

2. Amendment to Recital Language. The recitals in the Purchase Agreement are hereby amended and restated in their entirety as follows:

"**WHEREAS,** the Company, ArTara Therapeutics, Inc. and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended (the "***1933 Act***"), and Rule 506 of Regulation D promulgated by the United States Securities and Exchange Commission (the "***Commission***") under the 1933 Act;

WHEREAS, (i) the Company desires to sell to certain of the Purchasers, and such Purchasers desire to purchase from the Company, (x) up to $27,200,000.00 of shares of Series 1 Convertible Non-Voting Preferred Stock of the Company, par value $0.001 per share (the "***Series 1 Preferred Stock***"), having the relative rights, preferences, limitations and powers set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series 1 Convertible Non-Voting Preferred Stock, in the form attached hereto as Exhibit A (the "***Certificate of Designation***") at a purchase price equal to the Series 1 Preferred Stock Purchase Price (defined below); and (y) up to $13,300,000.00 (the "***Common Maximum Amount***") of shares of Common Stock of the Company, par value $0.001 (the "***Common Stock***") at a purchase price equal to the Common Stock Purchase Price (defined below), and (ii) ArTara desires to sell to certain of the Purchasers and such Purchaser desires to purchase from ArTara $2,000,000 of shares of Common Stock of ArTara, par value $0.0001 (the "***ArTara Common Stock***") at a purchase price equal to the ArTara Common Stock Purchase Price (defined below), each in accordance with the terms and provisions of this Agreement."

3. Restatement of Section 1.01 of the Purchase Agreement. Section 1.01 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"1.01 The Company has authorized the sale and issuance of shares of Series 1 Preferred Stock and Common Stock on the terms and subject to the conditions set forth in this Agreement. ArTara has authorized the sale and issuance of the shares of ArTara Common Stock on the terms and subject to the conditions set forth in this Agreement. The shares of Series 1 Preferred Stock, Common Stock and ArTara Common Stock sold hereunder at the Closing (as defined below) shall be referred to as the "***Securities***.""

4. Restatement of Section 2.01 of the Purchase Agreement. Section 2.01 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

"2.01 Closing Securities. Upon the terms and subject to the conditions herein contained, (x) the Company agrees to sell to each Purchaser, and each Purchaser agrees to purchase from the Company, at a closing to occur *immediately following* the Effective Time (as such term is defined in that certain Agreement and Plan of Merger and Reorganization by and among the Company, REM 1

Acquisition, Inc. and ArTara Therapeutics, Inc., dated as of the date hereof (the "***Merger Agreement***")), that number of Securities set forth opposite such Purchaser's name on the Schedule of Purchasers under the heading "***Company Closing Shares***" for the purchase price to be paid by each Purchaser set forth opposite such Purchaser's name on the Schedule of Purchasers, and (y) ArTara agrees to sell to each Purchaser, and each Purchaser agrees to purchase from ArTara, at a closing to occur *immediately prior to* the Effective Time, that number of Securities set forth opposite such Purchaser's name on the Schedule of Purchasers under the heading "***ArTara Closing Shares***" for the purchase price to be paid by each Purchaser set forth opposite such Purchaser's name on the Schedule of Purchasers (the "***ArTara Closing***"). The closings referred to in clauses (x) and (y) of the first sentence of this Section 2.01 shall be referred to together herein as the "***Closing***" and the date of the Closing shall be referred to herein as the "***Closing Date***."""

5. Amendment of Section 7.01 of the Purchase Agreement. The first paragraph of Section 7.01 is amended by adding the following second sentence:

"Notwithstanding the foregoing, the conditions set forth in Section 7.01(h), (i), (j) and (l) shall not be applicable with respect to any Purchaser in the ArTara Closing."

6. Amendment of Section 7.02 of the Purchase Agreement. The first paragraph of Section 7.02 is amended by adding the following second sentence:

"Notwithstanding the foregoing, the conditions set forth in Section 7.02(d) and (e) shall not be applicable with respect to the ArTara Closing."

7. Additional Definition in Section 11 of the Purchase Agreement. The following defined term is hereby added to Section 11 of the Purchase Agreement:

"***ArTara Common Stock Purchase Price***" shall mean the Common Stock Purchase Price multiplied by the Exchange Ratio.

8. Replacement of Schedule I. The Schedule of Purchasers attached as Schedule I to the Purchase Agreement is hereby replaced, in its entirety, with the Schedule of Purchasers attached as Schedule II to this Amendment.

9. Effect of Amendment. Except as expressly modified by this Amendment, the Purchase Agreement shall remain unmodified and in full force and effect.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law principles.

11. Counterparts. This Amendment may be executed in any number of counterparts and signatures delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

COMPANY:

PROTEON THERAPEUTICS, INC.

/s/ Timothy P. Noyes
Name: Timothy P. Noyes
Title: President and Chief Executive Officer

JOINING PARTY:

ARTARA THERAPEUTICS, INC.

/s/ Jesse Shefferman
Name: Jesse Shefferman
Title: CEO

PURCHASERS:

667, L.P.

By: BAKER BROS. ADVISORS LP,
management company and investment adviser to 667, L.P., pursuant to authority granted to it by Baker Biotech Capital, L.P., general partner to 667, L.P., and not as the general partner

By: /s/ Scott Lessing
Name: Scott Lessing
Title: President

BAKER BROTHERS LIFE SCIENCES, L.P.

By: BAKER BROS. ADVISORS LP,
management company and investment adviser to BAKER BROTHERS LIFE SCIENCES, L.P., pursuant to authority granted to it by Baker Brothers Life Sciences Capital, L.P., general partner to BAKER BROTHERS LIFE SCIENCES, L.P., and not as the general partner

By: /s/ Scott Lessing
Name: Scott Lessing
Title: President

DRW VENTURE CAPITAL, LLC

By: /s/ David B. Nelson
Name: David B. Nelson
Title: Vice President

Schedule II

SCHEDULE OF PURCHASERS

Exhibit 10.10

ARTARA THERAPEUTICS, INC.

NON-EMPLOYEE DIRECTOR COMPENSATION POLICY

Each member of the Board of Directors (the "***Board***") who is not also serving as an employee of or consultant to ArTara Therapeutics, Inc. (the "***Company***") or any of its subsidiaries (each such member, an "***Eligible Director***") will receive the compensation described in this Non-Employee Director Compensation Policy for his or her Board service. An Eligible Director may decline all or any portion of his or her compensation by giving notice to the Company prior to the date cash may be paid or equity awards are to be granted, as the case may be. This policy is effective as of January 9, 2020 (the "***Effective Date***") and may be amended at any time in the sole discretion of the Board or the Compensation Committee of the Board. This policy supersedes any prior agreement that provides for compensation terms as of the Effective Date.

Cash Compensation

The annual cash compensation amount set forth below is payable to Eligible Directors in equal quarterly installments, payable in arrears on the last day of each fiscal quarter in which the service occurred. If an Eligible Director joins the Board or a committee of the Board at a time other than effective as of the first day of a fiscal quarter, each annual retainer set forth below will be pro-rated based on days served in the applicable fiscal year, with the pro-rated amount paid for the first fiscal quarter in which the Eligible Director provides the service and regular full quarterly payments thereafter. All annual cash fees are vested upon payment.

For Eligible Directors who are serving on the Board as of the Effective Date the annual cash compensation shall be deemed effective as of the later of (i) October 1, 2019 or (ii) the date such member of the Board was appointed or elected to the Board or to the board of directors of a wholly-owned subsidiary of the Company.

1. Annual Board Service Retainer:
   a. All Eligible Directors: $35,000
   b. Chairman of the Board Service Retainer (in addition to Eligible Director Service Retainer): $115,000

2. Annual Committee Chair Service Retainer:
   a. Chairman of the Audit Committee: $15,000
   b. Chairman of the Compensation Committee: $10,000
   c. Chairman of the Nominating and Corporate Governance Committee: $7,500

3. Annual Committee Member Service Retainer (not applicable to Committee Chairs):
   a. Member of the Audit Committee: $7,500
   b. Member of the Compensation Committee: $5,000
   c. Member of the Nominating and Corporate Governance Committee: $5,000

Equity Compensation

The equity compensation set forth below will be granted under the Company's Amended and Restated 2014 Equity Incentive Plan (as amended from time to time, the ***"Plan"***). All stock options granted under this policy will be nonstatutory stock options, with an exercise price per share equal to 100% of the Market Value (as defined in the Plan) of the underlying Common Stock on the date of grant, and a term of ten years from the date of grant (subject to earlier termination in connection with a termination of service as provided in the Plan, provided that upon a termination of service other than for death, disability or cause, the post-termination exercise period will be 12 months from the date of termination).

1. Initial Grant: On the date of the Eligible Director's initial election to the Board, for each Eligible Director who is first elected to the Board following the Effective Date (or, if such date is not a market trading day, the first market trading day thereafter), the Eligible Director will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option for 13,800 shares (the "***Initial Grant***"). The shares subject to each Initial Grant will vest in equal monthly installments over a three year period such that the option is fully vested on the third anniversary of the date of grant, subject to the Eligible Director's continuous service as a member of the Board through each such vesting date and will vest in full upon a Change of Control (as defined in the Plan).

2. Annual Grant: On the date of each Company annual stockholder meeting held after the Effective Date, for each Eligible Director who continues to serve as a non-employee member of the Board (or who is first elected to the Board at such annual stockholder meeting), the Eligible Director will be automatically, and without further action by the Board or Compensation Committee of the Board, granted a stock option for 9,200 shares (the "***Annual Grant***"). In addition, each Eligible Director who is first elected to the Board following the Effective Date and other than at an annual stockholder meeting will be automatically, and without further action by the Board or Compensation Committee of the Board, granted an Annual Grant, pro rated for the number of months remaining until the next annual stockholder meeting. The shares subject to the Annual Grant will vest in equal monthly installments over the 12 months following the date of grant, provided that the Annual Grant will in any case be fully vested on the date of the Company's next annual stockholder meeting, subject to the Eligible Director's continuous service as a member of the Board through such vesting date and will vest in full upon a Change of Control.

Exhibit 10.11

as adopted August 10, 2017
as amended November 29, 2017

ARTARA THERAPEUTICS, INC.

2017 EQUITY INCENTIVE PLAN

SECTION 1. Purpose; Definitions. The purposes of this ArTara Therapeutics, Inc. 2017 Equity Incentive Plan (the "***Plan***") are to enable ArTara Therapeutics, Inc. (the "***Company***") and its Affiliates to recruit and retain highly qualified personnel, to provide those personnel with an incentive for productivity and to provide those personnel with an opportunity to share in the growth and value of the Company.

For purposes of the Plan, the following terms will have the meanings defined below, unless the context clearly requires a different meaning:

(a) "***Affiliate***" means, with respect to a Person, a Person that directly or indirectly controls, is controlled by, or is under common control with such Person.

(b) "***Applicable Law***" means the legal requirements relating to the administration of and issuance of securities under stock incentive plans, including, without limitation, the requirements of state corporations law, federal, state and foreign securities law, federal, state and foreign tax law, and the requirements of any stock exchange or quotation system upon which the Shares may then be listed or quoted. For all purposes of this Plan, references to statutes and regulations shall be deemed to include any successor statutes and regulations, to the extent reasonably appropriate as determined by the Board.

(c) "***Award***" means an award of Options, SARs, Restricted Stock or Restricted Stock Units made under this Plan.

(d) "***Award Agreement***" means, with respect to any particular Award, the written document that sets forth the terms of that particular Award.

(e) "***Board***" means the Board of Directors of the Company, as constituted from time to time; *provided*, *however*, that if the Board appoints one or more Committees to perform some or all of the Board's administrative functions hereunder, references to the "Board" will be deemed to also refer to the Committee in connection with matters to be performed by that Committee.

(f) "***Cause*** " means (i) conviction of, or the entry of a plea of guilty or no contest to, a felony or any other crime that causes the Company or its Affiliates public disgrace or disrepute, or adversely affects the Company's or its Affiliates' operations, condition (financial or otherwise), prospects or interests; (ii) participation in any fraud, embezzlement or theft; (iii) gross negligence or willful misconduct in the course of employment; (iv) alcohol abuse or use of controlled drugs other than in accordance with a physician's prescription; or (v) a material breach of any agreement with or duty owed to the Company or any of its Affiliates. Notwithstanding the foregoing, if a Participant and the Company (or any of its Affiliates) have entered into an employment agreement, consulting agreement or other similar agreement that specifically defines "cause," then with respect to such Participant, "Cause" shall have the meaning defined in that employment agreement, consulting agreement or other agreement.

(g) "***Change in Control***" means the occurrence of any of the following, in one transaction or a series of related transactions: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing more than 50% of the voting power of the Company's then outstanding securities (*provided that*, a transfer of securities by a stockholder to (1) the spouse, children, parents or siblings of such stockholder (collectively, such stockholder's "Family Members"), (2) the estate of such stockholder, or (3) any trust solely for the benefit of such stockholder and/or any Family Member(s) and of which such stockholder and/or any such Family Member(s) is the trustee or are the trustees shall not constitute such a "Change of Control" transaction); (ii) a consolidation, share exchange, reorganization or merger of the Company resulting in the stockholders of the Company immediately prior to such event not owning at least a majority of the voting power of the resulting entity's securities outstanding immediately following such event; (iii) the sale or other disposition of all or substantially all the assets of the Company, (iv) a liquidation or dissolution of the Company, or (v) any similar event deemed by the Board to constitute a Change in Control for purposes of this Plan.

(h) "***Code***" means the Internal Revenue Code of 1986, as amended from time to time, and any successor thereto.

(i) "***Committee***" means a committee of one or more individuals appointed in accordance with Section 2 of the Plan.

(j) "***Director***" means a member of the Board.

(k) "***Disability***" means a condition rendering a Participant Disabled.

(l) "***Disabled***" will have the same meaning as set forth in Section 22(e)(3) of the Code.

(m) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

(n) "***Fair Market Value***" means, as of any date: (i) if the Shares are not then publicly traded, the value of a Share on that date, as determined by the Board in its sole and absolute discretion; or (ii) if the Shares are publicly traded, the closing price for a Share on the principal national securities exchange on which the Shares are listed or admitted to trading or, if the Shares are not listed or admitted to trading on any national securities exchange, but are traded in the over-the-counter market, the closing sale price of a Share or, if no sale is publicly reported, the average of the closing bid and asked prices, as furnished by two members of the National Association of Securities Dealers, Inc. who make a market in the Shares selected from time to time by the Company for that purpose.

(o) "***Incentive Stock Option***" means any Option intended to be an "Incentive Stock Option" within the meaning of Section 422 of the Code.

(p) "***Non-Qualified Stock Option***" means any Option that is not an Incentive Stock Option.

(q) "***Option***" means any option to purchase Shares (including Restricted Stock, if the Board so determines) granted pursuant to Section 5 hereof.

(r) "***Parent***" means, in respect of the Company, a "parent corporation" as defined in Section 424(e) of the Code.

(s) "***Participant***" means an employee, consultant, Director, or other service provider of or to the Company or any of its Affiliates to whom an Award is granted.

(t) "***Person***" means an individual, partnership, corporation, limited liability company, trust, joint venture, unincorporated association, or other entity or association.

(u) "***Restricted Stock***" means Shares that are subject to restrictions pursuant to Section 8 hereof.

(v) "***Restricted Stock Unit***" means a right granted under and subject to restrictions pursuant to Section 9 hereof.

(w) "***SAR***" means a stock appreciation right granted under the Plan and described in Section 6 hereof.

(x) "***Shares***" means shares of the Company's Common Stock, par value $0.01, subject to substitution or adjustment as provided in Section 3(c) hereof.

(y) "***Stockholders Agreement***" means a shareholders agreement by and among the Company and its stockholders, which may be adopted, amended, modified or supplemented from time to time.

(z) "***Subsidiary***" means, in respect of the Company, a subsidiary company as defined in Sections 424(f) and (g) of the Code.

SECTION 2. Administration. The Plan will be administered by the Board; provided, however, that the Board may at any time appoint a Committee to perform some or all of the Board's administrative functions hereunder; and provided further, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe and will be coextensive with, and not in lieu of, the authority of the Board hereunder. Subject to the requirements of the Company's by-laws and certificate of incorporation (and any other statute, rule, regulation or agreement that governs the appointment of Board committees), the Board may at any time increase or decrease the size of the Committee, appoint additional members thereto, remove members (with or without cause) and fill vacancies however caused.

The Board will have full authority to grant Awards under this Plan and determine the terms of such Awards. Such authority will include, with limitation, the right to:

(a) select the individuals to whom Awards are granted (consistent with the eligibility conditions set forth in Section 4);

(b) determine the type of Award to be granted;

(c) determine the number of Shares, if any, to be covered by each Award;

(d) establish the terms and conditions of each Award;

(e) establish the performance conditions relevant to any Award and certify whether such performance conditions have been satisfied;

(f) determine whether and under what circumstances an Option may be exercised without a payment of cash under Section 5(d);

(g) to accelerate the vesting or exercisability of any Award;

(h) to extend the period of time for which an Option or SAR is to remain exercisable following a Participant's termination of service, but in no event beyond the expiration of the term of the Option or SAR; and

(i) to otherwise modify or amend any Award.

The Board will have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it, from time to time, deems advisable; to establish the terms and form of each Award Agreement; to interpret the terms and provisions of the Plan and any Award issued under the Plan (and any Award Agreement); and to otherwise supervise the administration of the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award Agreement in the manner and to the extent it deems necessary to carry out the intent of the Plan.

All decisions made by the Board pursuant to the provisions of the Plan will be final and binding on all Persons, including the Company and Participants. No Director will be liable for any good faith determination, act or omission in connection with the Plan or any Award.

SECTION 3. Shares Subject to the Plan.

(a) Shares Subject to the Plan. The Shares to be subject to or related to Awards under the Plan will be authorized and unissued Shares of the Company, whether or not previously issued and subsequently acquired by the Company. The maximum number of Shares that may be issued in respect of Awards under the Plan is **2,000,000**, all of which may be issued in respect of Incentive Stock Options. The Company will reserve for the purposes of the Plan, out of its authorized and unissued Shares, such number of Shares.

(b) Effect of the Expiration or Termination of Awards. If and to the extent that an Option or SAR expires, terminates or is canceled or forfeited for any reason without having been exercised in full, the Shares associated with that Option or SAR will again become available for grant under the Plan. Similarly, if and to the extent an Award of Restricted Stock or Restricted Stock Units is canceled or forfeited for any reason, the Shares subject to that Award will again become available for grant under the Plan. Shares withheld in settlement of a tax withholding obligation associated with an Award, or in satisfaction of the exercise price payable upon exercise of an Option, will again become available for grant under the Plan. If any Award or portion thereof is settled for cash, the Shares attributable for such cash settlement will again become available for grant.

(c) Other Adjustment. In the event of any recapitalization, stock split or combination, stock dividend, spin-off, merger, reorganization or other similar event or transaction affecting the Shares, substitutions or adjustments will be made by the Board to the aggregate number, class and/or issuer of the securities that may be issued under the Plan, to the number, class and/or issuer of securities subject to outstanding Awards, and to the exercise price of outstanding Options or SARs, in each case in a manner that reflects equitably the effects of such event or transaction.

(d) Change in Control. Notwithstanding anything to the contrary set forth in the Plan, upon or in anticipation of any Change in Control, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, take one or more of the following actions contingent upon the occurrence of that Change in Control:

(i) cause any or all outstanding Awards to become vested and immediately exercisable (as applicable), in whole or in part;

(ii) cause any outstanding Option to become fully vested and immediately exercisable for a reasonable period in advance of the Change in Control and, to the extent not exercised prior to that Change in Control, cancel that Option upon closing of the Change in Control;

(iii) cancel any unvested Award or unvested portion thereof, with or without consideration;

(iv) cancel any Option in exchange for a substitute award in a manner consistent with the principles of Treas. Reg. §1.424-1(a) or any successor rule or regulation (notwithstanding the fact that the original Award may never have been intended to satisfy the requirements for treatment as an Incentive Stock Option);

(v) cancel any Restricted Stock, Restricted Stock Unit or SAR in exchange for restricted shares, restricted stock units or stock appreciation rights with respect to the capital stock of any successor corporation or its parent;

(vi) redeem any Restricted Stock or Restricted Stock Unit for cash and/or other substitute consideration with value equal to the Fair Market Value on the date of the Change in Control;

(vii) cancel any SAR in exchange for cash and/or other substitute consideration with a value equal to: (A) the number of Shares subject to that SAR, multiplied by (B) the difference, if any, between the Fair Market Value per Share on the date of the Change in Control and the exercise price of that SAR; *provided*, that if the Fair Market Value per Share on the date of the Change in Control does not exceed the exercise price of any such SAR, the Board may cancel that SAR without any payment of consideration therefore; and/or

(viii) cancel any Option in exchange for cash and/or other substitute consideration with a value equal to: (A) the number of Shares subject to that Option, multiplied by (B) the difference, if any, between the Fair Market Value per Share on the date of the Change in Control and the exercise price of that Option; *provided*, that if the Fair Market Value per Share on the date of the Change in Control does not exceed the exercise price of any such Option, the Board may cancel that Option without any payment of consideration therefor.

In the discretion of the Board, any cash or substitute consideration payable upon cancellation of an Award may be subjected to (i) vesting terms substantially identical to those that applied to the cancelled Award immediately prior to the Change in Control, or (ii) earn-out, escrow, holdback or similar arrangements, to the extent such arrangements are applicable to any consideration paid to stockholders in connection with the Change in Control.

SECTION 4. Eligibility. Employees, Directors, consultants, and other individuals who provide services to the Company or its Affiliates are eligible to be granted Awards under the Plan; *provided*, *however*, that only employees of the Company, any Parent or a Subsidiary are eligible to be granted Incentive Stock Options.

SECTION 5. Options. Options granted under the Plan may be of two types:
(i) Incentive Stock Options or (ii) Non-Qualified Stock Options. Any Option granted under the Plan will be in such form as the Board may at the time of such grant approve.

The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(a) Option Price. The exercise price per Share purchasable under an Option will be determined by the Board and will not be less than 100% of Fair Market Value on the date of the grant. However, any Incentive Stock Option granted to any Participant who, at the time the Option is granted, owns, either directly or within the meaning of the attribution rules contained in Section 424(d) of the Code, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, will have an exercise price per Share of not less than 110% of Fair Market Value per Share on the date of the grant.

(b) Option Term. The term of each Option will be fixed by the Board, but no Option will be exercisable more than 10 years after the date the Option is granted. However, any Incentive Stock Option granted to any Participant who, at the time such Option is granted, owns, either directly or within the meaning of the attribution rules contained in Section 424(d) of the Code, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company, may not have a term of more than five years. No Option may be exercised by any Person after expiration of the term of the Option.

(c) Exercisability. Options will vest and be exercisable at such time or times and subject to such terms and conditions as determined by the Board.

(d) Method of Exercise . Subject to the terms of the applicable Award Agreement, the exercisability provisions of Section 5(c) and the termination provisions of Section 7, Options may be exercised in whole or in part from time to time during their term by the delivery of written notice to the Company specifying the number of Shares to be purchased. Such notice will be accompanied by payment in full of the purchase price, either by certified or bank check, or such other means as the Board may accept. Unless otherwise determined by the Board, in its sole discretion, payment of the exercise price of an Option may be made in the form of previously acquired Shares based on the Fair Market Value of the Shares on the date the Option is exercised or through means of a “net settlement,” whereby the Option exercise price will not be due in cash and where the number of Shares issued upon such exercise will be equal to: (A) the product of (i) the number of Shares as to which the Option is then being exercised, and (ii) the excess, if any, of (a) the then current Fair Market Value over (b) the Option exercise price, divided by (B) the then current Fair Market Value.

No Shares will be issued upon exercise of an Option until full payment therefor has been made. A Participant will not have the right to distributions or dividends or any other rights of a stockholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, if requested, has given the representation described in Section 13(a) hereof and fulfills such other conditions as may be set forth in the applicable Award Agreement.

(e) Incentive Stock Option Limitations. In the case of an Incentive Stock Option, the aggregate Fair Market Value (determined as of the time of grant) of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year under the Plan and/or any other plan of the Company, its Parent or any Subsidiary will not exceed $100,000. For purposes of applying the foregoing limitation, Incentive Stock Options will be taken into account in the order granted. To the extent any Option does not meet such limitation, that Option will be treated for all purposes as a Non-Qualified Stock Option.

(f) Termination of Service. Unless otherwise specified in the applicable Award Agreement, Options will be subject to the terms of Section 7 with respect to exercise upon or following termination of employment or other service.

(g) Transferability of Options. Except as may otherwise be specifically determined by the Board with respect to a particular Option: (i) no Option will be transferable by the Participant other than by will or by the laws of descent and distribution, and (ii) during the Participant's lifetime, an Option will be exercisable only by the Participant (or, in the event of the Participant's Disability, by his personal representative).

SECTION 6. Stock Appreciation Rights.

(a) Nature of Award. Upon the exercise of a SAR, its holder will be entitled to receive an amount equal to the excess (if any) of: (i) the Fair Market Value of the Shares covered by such SAR as of the date such SAR is exercised, over (ii) the Fair Market Value of the Shares covered by such SAR as of the date such SAR was granted. Such amount may be paid in either cash and/or Shares, as determined by the Board in its sole and absolute discretion.

(b) Terms and Conditions. The Award Agreement evidencing any SAR will incorporate the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(i) Term of SAR. Unless otherwise specified in the Award Agreement, the term of a SAR will be ten years.

(ii) Exercisability. SARs will vest and become exercisable at such time or times and subject to such terms and conditions as will be determined by the Board at the time of grant.

(iii) Method of Exercise. Subject to terms of the applicable Award Agreement, the exercisability provisions of Section 6(b)(ii) and the termination provisions of Section 7, SARs may be exercised in whole or in part from time to time during their term by delivery of written notice to the Company specifying the portion of the SAR to be exercised.

(iv) Termination of Service. Unless otherwise specified in the Award Agreement, SARs will be subject to the terms of Section 7 with respect to exercise upon termination of employment or other service.

(v) Non-Transferability. Except as may otherwise be specifically determined by the Board with respect to a particular SAR: (A) SARs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution, and (B) during the Participant's lifetime, SARs will be exercisable only by the Participant (or, in the event of the Participant's Disability, by his personal representative).

SECTION 7. Termination of Service. Unless otherwise specified with respect to a particular Option or SAR in the applicable Award Agreement or otherwise determined by the Board, any portion of an Option or SAR that is not exercisable upon termination of service will expire immediately and automatically upon such termination and any portion of an Option or SAR that is exercisable upon termination of service will expire on the date it ceases to be exercisable in accordance with this Section 7.

(a) Termination by Reason of Death. If a Participant's service with the Company or any Affiliate terminates by reason of death, any Option or SAR held by such Participant may thereafter be exercised, to the extent it was exercisable at the time of his or her death or on such accelerated basis as the Board may determine at or after grant, by the legal representative of the estate or by the legatee of the Participant under the will of the Participant, for a period expiring (i) at such time as may be specified by the Board at or after grant (not less than 6 months), or (ii) if not specified by the Board, then 12 months from the date of death, or (iii) if sooner than the applicable period specified under (i) or (ii) above, upon the expiration of the stated term of such Option or SAR.

(b) Termination by Reason of Disability. If a Participant's service with the Company or any Affiliate terminates by reason of Disability, any Option or SAR held by such Participant may thereafter be exercised by the Participant or his personal representative, to the extent it was exercisable at the time of termination, or on such accelerated basis as the Board may determine at or after grant, for a period expiring (i) at such time as may be specified by the Board at or after grant (not less than 6 months), or (ii) if not specified by the Board, then 12 months from the date of termination of service, or (iii) if sooner than the applicable period specified under (i) or (ii) above, upon the expiration of the stated term of such Option or SAR.

(c) Cause. If a Participant's service with the Company or any Affiliate is terminated for Cause: (i) any Option or SAR, or portion thereof, not already exercised will be immediately and automatically forfeited as of the date of such termination, and (ii) any Shares for which the Company has not yet delivered share certificates will be immediately and automatically forfeited and the Company will refund to the Participant the Option exercise price paid for such Shares, if any.

(d) Other Termination. If a Participant's service with the Company or any Affiliate terminates for any reason other than death, Disability or Cause, any Option or SAR held by such Participant may thereafter be exercised by the Participant, to the extent it was exercisable at the time of such termination, or on such accelerated basis as the Board may determine at or after grant, for a period expiring (i) at such time as may be specified by the Board at or after grant (not less than 30 days), or (ii) if not specified by the Board, then 90 days from the date of termination of service, or (iii) if sooner than the applicable period specified under (i) or (ii) above, upon the expiration of the stated term of such Option or SAR.

SECTION 8. Restricted Stock.

(a) Issuance. Restricted Stock may be issued either alone or in conjunction with other Awards. The Board will determine the time or times within which Restricted Stock may be subject to forfeiture, and all other conditions of such Awards. The purchase price for Restricted Stock may, but need not, be zero. The prospective recipient of an Award of Restricted Stock will not have any rights with respect to such Award, unless and until such recipient has delivered to the Company an executed Award Agreement and has otherwise complied with the applicable terms and conditions of such Award.

(b) Certificates. Any share certificate issued in connection with an Award of Restricted Stock will be registered in the name of the Participant receiving the Award, and will bear the following legend and/or any other legend required by this Plan, the Award Agreement, the Stockholders Agreement or by Applicable Law:

THE TRANSFERABILITY OF THIS CERTIFICATE AND THE SHARES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE ARTARA THERAPEUTICS, INC. 2017 EQUITY INCENTIVE PLAN AND AN AWARD AGREEMENT ENTERED INTO BETWEEN THE PARTICIPANT AND ARTARA THERAPEUTICS, INC. COPIES OF THAT PLAN AND AGREEMENT ARE ON FILE IN THE PRINCIPAL OFFICES OF ARTARA THERAPEUTICS, INC. AND WILL BE MADE AVAILABLE TO THE HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON REQUEST TO THE SECRETARY OF ARTARA THERAPEUTICS, INC.

Share certificates evidencing Restricted Stock will be held in custody by the Company or in escrow by an escrow agent until the restrictions thereon have lapsed. As a condition to any Award of Restricted Stock, the Participant may be required to deliver to the Company a share power, endorsed in blank, relating to the Shares covered by such Award.

(c) Restrictions and Conditions. The Award Agreement evidencing the grant of any Restricted Stock will incorporate the following terms and conditions and such additional terms and conditions, not inconsistent with the terms of the Plan, as the Board deems appropriate in its sole and absolute discretion:

(i) During a period commencing with the date of an Award of Restricted Stock and ending at such time or times as specified by the Board (the "***Restriction Period***"), the Participant will not be permitted to sell, transfer, pledge, assign or otherwise encumber Restricted Stock awarded under the Plan. The Board may condition the lapse of restrictions on Restricted Stock upon the continued employment or service of the recipient, the attainment of specified individual or corporate performance goals, or such other factors as the Board may determine, in its sole and absolute discretion.

(ii) Except as provided in this paragraph (ii) or the applicable Award Agreement, once the Participant has been issued a certificate or certificates for Restricted Stock or the Restricted Stock has been issued in the Participant's name by book-entry registration, the Participant will have, with respect to the Restricted Stock, the right to vote the Shares, but will not have the right to receive any cash distributions or dividends prior to the lapse of the Restriction Period unless otherwise provided under the applicable Award Agreement or as determined by the Board. If any cash distributions or dividends are payable with respect to the Restricted Stock, the Board, in its sole discretion, may require the cash distributions or dividends to be subjected to the same Restriction Period as is applicable to the Restricted Stock with respect to which such amounts are paid, or, if the Board so determines, reinvested in additional Restricted Stock to the extent Shares are available under Section 3(a) of the Plan. A Participant shall not be entitled to interest with respect to any dividends or distributions subjected to the Restriction Period. Any distributions or dividends paid in the form of securities with respect to Restricted Stock will be subject to the same terms and conditions as the Restricted Stock with respect to which they were paid, including, without limitation, the same Restriction Period.

(iii) Subject to the provisions of the applicable Award Agreement or as otherwise determined by the Board, if a Participant's service with the Company and its Affiliates terminates prior to the expiration of the applicable Restriction Period, the Participant's Restricted Stock that then remains subject to forfeiture will then be forfeited automatically.

(iv) If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock subject to such Restriction Period (or if and when the restrictions applicable to Restricted Stock are removed pursuant to Section 3(d) or otherwise), any certificates for such Shares will be replaced with new certificates, without the restrictive legends described in

Section 8(b) applicable to such lapsed restrictions, and such new certificates will be delivered to the Participant, the Participant's representative (if the Participant has suffered a Disability), or the Participant's estate or heir (if the Participant has died).

SECTION 9. Restricted Stock Units. Subject to the other terms of the Plan, the Board may grant Restricted Stock Units to eligible individuals and may impose conditions on such units as it deems appropriate. Each Restricted Stock Unit shall be evidenced by an Award Agreement in the form that is approved by the Board and that is not inconsistent with the terms and conditions of the Plan. Each Restricted Stock Unit will represent a right to receive from the Company, upon fulfillment of any applicable conditions, one Share (or, if so determined by the Board, an amount in cash equal to the Fair Market Value at the time of settlement) .. All other terms governing Restricted Stock Units, such as vesting, time and form of payment and termination of units shall be set forth in the applicable Award Agreement. The Participant shall not have any shareholder rights with respect to the Shares subject to a Restricted Stock Unit Award until that Award vests and the Shares are actually issued thereunder. A Participant will not be permitted to sell, transfer, pledge, assign or otherwise encumber Restricted Stock Units awarded under the Plan. Subject to the provisions of the applicable Award Agreement or as otherwise determined by the Board, if a Participant's service with the Company terminates prior to the Restricted Stock Unit Award vesting, the Participant's Restricted Stock Units that then remain subject to forfeiture will then be forfeited automatically.

SECTION 10. Amendments and Termination. The Board may amend, alter or discontinue the Plan at any time. However, except as otherwise provided in Section 3, no amendment, alteration or discontinuation will be made which, without the approval of such amendment in accordance with any requirements under Section 25102(o) of the California Corporations Code in a manner consistent with Treas. Reg. § 1.422-3 (or any successor provision), would: (i) increase the total number of Shares reserved for issuance hereunder, or (ii) change the persons or class of persons eligible to receive Awards.

SECTION 11. Conditions Upon Grant of Awards and Issuance of Shares.

(a) The implementation of the Plan, the grant of any Award and the issuance of Shares in connection with the issuance, exercise or vesting of any Award made under the Plan shall be subject to the Company's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the Awards made under the Plan and the Shares issuable pursuant to those Awards.

(b) No Shares shall be issued or delivered under the Plan unless and until there shall have been compliance with all applicable requirements of Applicable Law, including the filing and effectiveness of required notices or registration statements, and with all applicable listing requirements of any stock exchange on which Shares are then listed for trading.

SECTION 12. Liability of Company.

(a) Inability to Obtain Authority. If the Company cannot, by the exercise of commercially reasonable efforts, obtain authority from any regulatory body having jurisdiction for the sale of any Shares under this Plan, and such authority is deemed by the Company's counsel to be necessary to the lawful issuance of those Shares, the Company will be relieved of any liability for failing to issue or sell those Shares.

(b) Grants Exceeding Allotted Shares. If Shares subject to an Award exceed, as of the date of grant, the number of Shares which may be issued under the Plan without additional shareholder approval, that Award will be contingent with respect to such excess Shares, on the effectiveness under Applicable Law of a sufficient increase in the number of Shares subject to this Plan.

(c) Rights of Participants and Beneficiaries. The Company will pay all amounts payable under this Plan only to the applicable Participant (or any beneficiary duly designated under the terms of this Plan or the applicable Award). The Company will not be liable for the debts, contracts, or engagements of any Participant or his or her beneficiaries, and cash payable or Shares issuable under this Plan may not be taken in execution by attachment or garnishment, or by any other legal or equitable proceeding while in the hands of the Company.

SECTION 13. General Provisions.

(a) The Board may require each Participant to represent to and agree with the Company in writing that the Participant is acquiring securities of the Company for investment purposes and without a view to distribution thereof and as to such other matters as the Board believes are appropriate. Any certificate evidencing an Award and any securities issued pursuant thereto may include any legend which the Board deems appropriate to reflect any restrictions on transfer and compliance with Applicable Law.

(b) All certificates for Shares or other securities delivered under the Plan will be subject to such share-transfer orders and other restrictions as the Board may deem advisable under the rules, regulations and other requirements of the Securities Act of 1933, as amended, the Exchange Act, any stock exchange upon which the Shares are then listed, and any other Applicable Law, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(c) Neither the adoption of the Plan nor the execution of any document in connection with the Plan will: (i) confer upon any employee or other service provider of the Company or an Affiliate any right to continued employment or engagement with the Company or such Affiliate, or (ii) interfere in any way with the right of the Company or such Affiliate to terminate the employment or engagement of any of its employees or other service providers at any time.

(d) No later than the date as of which an amount first becomes includible in the gross income of the Participant for federal income tax purposes with respect to any Award under the Plan, the Participant will pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to such amount. Unless otherwise determined by the Board, the minimum required withholding obligations may be settled with Shares, including Shares that are part of the Award that gives rise to the withholding requirement. The obligations of the Company under the Plan will be conditioned on such payment or arrangements and the Company will have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant.

SECTION 14. Effective Date of Plan. The Plan will become effective on the date that it is duly approved by the Company's stockholders.

SECTION 15. Term of Plan. The Plan will continue in effect until the 10^{th} anniversary of the date it is adopted by the Board, provided that an Award granted prior to such 10^{th} anniversary may extend beyond that date in accordance with its terms.

SECTION 16. Invalid Provisions. In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any Applicable Law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.

SECTION 17. Governing Law. The Plan and all Awards granted hereunder will be governed by and construed in accordance with the laws and judicial decisions of the State of Delaware, without regard to the application of the principles of conflicts of laws.

SECTION 18. Board Action. Notwithstanding anything to the contrary set forth in the Plan, any and all actions of the Board taken under or in connection with the Plan and any agreements, instruments, documents, certificates or other writings entered into, executed, granted, issued and/or delivered pursuant to the terms hereof, will be subject to and limited by any and all votes, consents, approvals, waivers or other actions of all or certain stockholders of the Company or other persons required by:

(a) the Company's Certificate of Incorporation (as the same may be amended and/or restated from time to time);

(b) the Company's Bylaws (as the same may be amended and/or restated from time to time); and

(c) any other agreement, instrument, document or writing now or hereafter existing, between or among the Company and its stockholders (as the same may be amended from time to time).

SECTION 19. Notices. Any notice to be given to the Company pursuant to the provisions of this Plan must be given in writing and addressed, if to the Company, to its principal executive office to the attention of its Chief Financial Officer (or such other Person as the Company may designate in writing from time to time), and, if to a Participant, to the address contained in the Company's personnel files, or at such other address as that Participant may hereafter designate in writing to the Company. Any such notice will be deemed duly given: if delivered personally or via recognized overnight delivery service, on the date and at the time so delivered; if sent via telecopier or email, on the date and at the time telecopied or emailed with confirmation of delivery; or, if mailed, on the date of delivery reflected on a certified mail receipt.

Exhibit 14.1

ArTara Therapeutics, Inc.

Code of Business Conduct and Ethics

Introduction

ArTara Therapeutics, Inc. (the "***Company***") is committed to maintaining the highest standards of business conduct and ethics. This Code of Business Conduct and Ethics (this "***Code***") reflects the business practices and principles of behavior that support this commitment. We expect every employee, officer and director to read and understand this Code and its application to the performance of his or her business responsibilities. References in this Code to employees are intended to cover officers and, as applicable, directors.

Officers, managers and other supervisors are expected to develop in employees a sense of commitment to the spirit, as well as the letter, of this Code. Supervisors are also expected to ensure that all agents and contractors conform to Code standards when working for or on behalf of the Company. The compliance environment within each supervisor's assigned area of responsibility will be a factor in evaluating the quality of that individual's performance. In addition, any employee who makes an exemplary effort to implement and uphold our legal and ethical standards may be recognized for that effort in his or her performance review. Nothing in this Code alters the at-will employment policy of the Company.

This Code cannot possibly describe every practice or principle related to honest and ethical conduct. This Code addresses conduct that is particularly important to proper dealings with the people and entities with whom we interact, but reflects only a part of our commitment. From time to time we may adopt additional policies and procedures with which our employees, officers and directors are expected to comply, if applicable to them. However, it is the responsibility of each employee to apply common sense, together with his or her own highest personal ethical standards, in making business decisions where there is no stated guideline in this Code.

Action by members of your family, significant others or other persons who live in your household (referred to in this Code as "family members") also may potentially result in ethical issues to the extent that they involve the Company's business. For example, acceptance of inappropriate gifts by a family member from one of our suppliers could create a conflict of interest and result in a Code violation attributable to you. Consequently, in complying with this Code, you should consider not only your own conduct, but also that of your family members, significant others and other persons who live in your household.

By working at the Company, you agree to comply with the Code, and to revisit and review it regularly, and whenever we notify you of any material updates. Violations of the Code will not be tolerated. Any employee who violates the standards in the Code may be subject to disciplinary action.

You should not hesitate to ask questions about whether any conduct may violate this Code, voice concerns or clarify gray areas. Section 17 below details the compliance resources available to you. In addition, you should be alert to possible violations of this Code by others and report suspected violations, without fear of any form of retaliation, as further described in Section 17. Violations of this Code will not be tolerated. Any employee who violates the standards in this Code may be subject to disciplinary action, which, depending on the nature of the violation and the history of the employee, may range from a warning or reprimand up to and including termination of employment and, in appropriate cases, civil legal action or referral for regulatory or criminal prosecution.

1. Honest and Ethical Conduct

It is the policy of the Company to promote high standards of integrity by conducting our affairs in an honest and ethical manner. The integrity and reputation of the Company depends on the honesty, fairness and integrity brought to the job by each person associated with us. Unyielding personal integrity is the foundation of corporate integrity.

2. Legal Compliance

Obeying the law, both in letter and in spirit, is the foundation of this Code. Our success depends upon each employee operating within legal guidelines and cooperating with local, national and international authorities. We expect employees to understand the legal and regulatory requirements applicable to their business units and areas of responsibility. We hold or provide access to periodic training sessions or relevant education in order to ensure that all employees comply with the relevant laws, rules and regulations associated with their employment, including laws prohibiting insider trading (which are discussed in further detail in Section 3 below). While we do not expect you to memorize every detail of these laws, rules and regulations, we want you to be able to determine when to seek advice from others. If you do have a question in the area of legal compliance, it is important that you not hesitate to seek answers from your supervisor or the Compliance Officer (as described in Section 17).

Disregard of the law will not be tolerated. Violation of domestic or foreign laws, rules and regulations may subject an individual, as well as the Company, to civil and/or criminal penalties. You should be aware that conduct and records, including emails, are subject to internal and external audits, and to discovery by third parties in the event of a government investigation or civil litigation. It is in everyone's best interests to know and comply with our legal and ethical obligations.

3. Insider Trading

Employees who have access to confidential (or "inside") information are not permitted to use or share that information for stock trading purposes or for any other purpose except to conduct our business. All non-public information about the Company or about companies with which we do business is considered confidential information. To use material non-public information in connection with buying or selling securities, including "tipping" others who might make an investment decision on the basis of this information, is not only unethical, it is illegal. Employees must exercise the utmost care when handling material inside information.

We have adopted a separate Insider Trading Policy with which you will be expected to comply as a condition of your employment with the Company. In addition, we have adopted a Window Period Policy that applies to our officers, directors and certain other employees. You should consult our Insider Trading Policy and, if applicable, our Window Period Policy, for more specific information on the definition of "inside" information and on buying and selling our securities or securities of companies with which we do business.

4. REGULATORY COMPLIANCE

The Company's business is subject to, or may in the future be subject to, a number of legal and regulatory requirements, including standards related to ethical research and development procedures, and proper scientific conduct. We expect employees to comply with all such requirements.

5. INTERNATIONAL BUSINESS LAWS

Our employees are expected to comply with the applicable laws in all countries to which they travel, in which they operate and where we otherwise do business, including laws prohibiting bribery, corruption or the conduct of business with specified individuals, companies or countries. The fact that in some countries certain laws are not enforced or that violation of those laws is not subject to public criticism will not be accepted as an excuse for noncompliance. In addition, we expect employees to comply with U.S. laws, rules and regulations governing the conduct of business by its citizens and corporations outside the U.S.

These U.S. laws, rules and regulations, which extend to all our activities outside the U.S., include:

- The Foreign Corrupt Practices Act, which prohibits directly or indirectly giving anything of value to a government official to obtain or retain business or favorable treatment, and requires the maintenance of accurate books of account, with all company transactions being properly recorded;

- U.S. Embargoes, which generally prohibit U.S. companies, their subsidiaries and their employees from doing business with, or traveling to, certain countries subject to sanctions imposed by the U.S. government (currently, Cuba, Iran, North Korea, Sudan and Syria), as well as specific companies and individuals identified on lists published by the U.S. Treasury Department;

- U.S. Export Controls, which restrict exports from the U.S. and re-exports from other countries of goods, software and technology to many countries, and prohibit transfers of U.S.-origin items to denied persons and entities; and

- Antiboycott Regulations, which prohibit U.S. companies from taking any action that has the effect of furthering or supporting a restrictive trade practice or boycott imposed by a foreign country against a country friendly to the U.S. or against any U.S. person.

If you have a question as to whether an activity is restricted or prohibited, seek assistance before taking any action, including giving any verbal assurances that might be regulated by international laws.

6. Antitrust

Antitrust laws are designed to protect the competitive process. These laws are based on the premise that the public interest is best served by vigorous competition and will suffer from illegal agreements or collusion among competitors. Antitrust laws generally prohibit:

- agreements, formal or informal, with competitors that harm competition or customers, including price fixing and allocations of customers, territories or contracts;

- agreements, formal or informal, that establish or fix the price at which a customer may resell a product; and

- the acquisition or maintenance of a monopoly or attempted monopoly through anti-competitive conduct.

Certain kinds of information, such as pricing, production and inventory, should not be exchanged with competitors, regardless of how innocent or casual the exchange may be and regardless of the setting, whether business or social.

Antitrust laws impose severe penalties for certain types of violations, including criminal penalties and potential fines and damages of millions of dollars, which may be tripled under certain circumstances. Understanding the requirements of antitrust and unfair competition laws of the various jurisdictions where we do business can be difficult, and you are urged to seek assistance from your supervisor or the Compliance Officer whenever you have a question relating to these laws.

7. Environmental Compliance

Federal law imposes criminal liability on any person or company that contaminates the environment with any hazardous substance that could cause injury to the community or environment. Violation of environmental laws can involve monetary fines and imprisonment. We expect employees to comply with all applicable environmental laws.

It is our policy to conduct our business in an environmentally responsible way that minimizes environmental impacts. We are committed to minimizing and, if practicable, eliminating the use of any substance or material that may cause environmental damage, reducing waste generation and disposing of all waste through safe and responsible methods, minimizing environmental risks by employing safe technologies and operating procedures, and being prepared to respond appropriately to accidents and emergencies.

8. Conflicts of Interest

We respect the rights of our employees to manage their personal affairs and investments and do not wish to impinge on their personal lives. At the same time, employees should avoid conflicts of interest that occur when their personal interests may interfere in any way with the performance of their duties or the best interests of the Company. A conflicting personal interest could result from an expectation of personal gain now or in the future or from a need to satisfy a prior or concurrent personal obligation. We expect our employees to be free from influences that conflict with the best interests of the Company or might deprive the Company of their undivided loyalty in business dealings. Even the appearance of a conflict of interest where none actually exists can be damaging and should be avoided. Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest are prohibited unless specifically authorized as described below.

If you have any questions about a potential conflict or if you become aware of an actual or potential conflict, and you are not an officer or director of the Company, you must discuss the matter with your supervisor or the Compliance Officer. Supervisors may not authorize conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first seeking the approval of the Compliance Officer and providing the Compliance Officer with a written description of the activity. If the supervisor is involved in the potential or actual conflict, you should discuss the matter directly with the Compliance Officer. Officers and directors must seek any authorizations and determinations from the Audit Committee (the "***Audit Committee***") of the Board of Directors of the Company (the "***Board***"), depending on the nature of the conflict of interest. Factors that may be considered in evaluating a potential conflict of interest are, among others:

- whether it may interfere with the employee's job performance, responsibilities or morale;
- whether the employee has access to confidential information;
- whether it may interfere with the job performance, responsibilities or morale of others within the organization;
- any potential adverse or beneficial impact on our business;
- any potential adverse or beneficial impact on our relationships with our customers or suppliers or other service providers;
- whether it would enhance or support a competitor's position;
- the extent to which it would result in financial or other benefit (direct or indirect) to the employee;
- the extent to which it would result in financial or other benefit (direct or indirect) to one of our customers, suppliers or other service providers; and
- the extent to which it would appear improper to an outside observer.

Although no list can include every possible situation in which a conflict of interest could arise, the following are examples of situations that may, depending on the facts and circumstances, involve problematic conflicts of interests:

- *Employment by (including consulting for) or service on the board of a competitor, customer or supplier or other service provider.* Activity that enhances or supports the position of a competitor to the detriment of the Company is prohibited, including employment by or service on the board of a competitor. Employment by or service on the board of a customer or supplier or other service provider is generally discouraged and you must seek authorization in advance if you plan to take such a position.

- *Owning, directly or indirectly, a significant financial interest in any entity that does business, seeks to do business or competes with us.* In addition to the factors described above, persons evaluating ownership in other entities for conflicts of interest will consider the size and nature of the investment; the nature of the relationship between the other entity and the Company; the employee's access to confidential information; and the employee's ability to influence the Company's decisions. If you would like to acquire a financial interest of that kind, you must seek approval in advance.

- *Soliciting or accepting gifts, favors, or any other benefit or benefits (including reputational), loans or preferential treatment from any person or entity that does business or seeks to do business with us.* See Section 12 for further discussion of the issues involved in this type of conflict.

- *Soliciting contributions for any charity or for any political candidate from any person or entity that does business or seeks to do business with us.*

- *Taking personal advantage of corporate opportunities.* See Section 9 for further discussion of the issues involved in this type of conflict.

- *Conducting our business transactions with your family member or a business in which you have a significant financial interest.* Related-person transactions covered by our Related-Person Transactions Policy must be reviewed in accordance with such policy and will be publicly disclosed to the extent required by applicable laws and regulations.

- *Exercising supervisory or other authority on behalf of the Company over a co-worker who is also a family member.* The employee's supervisor and/or the Compliance Officer will consult with our Human Resources department to assess the advisability of reassignment.

Loans to, or guarantees of obligations of, employees or their family members by the Company could constitute an improper personal benefit to the recipients of these loans or guarantees, depending on the facts and circumstances. Some loans are expressly prohibited by law, and applicable law requires that the Board approve all loans and guarantees to employees. As a result, all loans and guarantees by the Company must be approved in advance by the Board or the Audit Committee.

9. Corporate Opportunities

You may not take personal advantage of opportunities for the Company that are presented to you or discovered by you as a result of your position with us or through your use of corporate property or information, unless authorized by your supervisor, the Compliance Officer or the Audit Committee, as described in Section 17. Even opportunities that are acquired privately by you may be questionable if they are related to our existing or proposed lines of business. Participation in an investment or outside business opportunity that is directly related to our lines of business must be pre-approved. You may not use your position with the Company or our corporate property or information for improper personal gain, nor should you compete with us in any way.

10. Maintenance of Corporate Books, Records, Documents and Accounts; Financial Integrity; Public Reporting

The integrity of our records and public disclosure depends upon the validity, accuracy and completeness of the information supporting the entries to our books of account. Therefore, our corporate and business records should be completed accurately and honestly. The making of false or misleading entries, whether they relate to financial results or test results, is strictly prohibited. Our records serve as a basis for managing our business and are important in meeting our obligations to customers, suppliers, creditors, employees and others with whom we do business. As a result, it is important that our books, records and accounts accurately and fairly reflect, in reasonable detail, our assets, liabilities, revenues, costs and expenses, as well as all transactions and changes in assets and liabilities. We require that:

- no entry be made in our books and records that intentionally hides or disguises the nature of any transaction or of any of our liabilities, or misclassifies any transactions as to accounts or accounting periods;
- transactions be supported by appropriate documentation;
- the terms of sales and other commercial transactions be reflected accurately in the documentation for those transactions and all such documentation be reflected accurately in our books and records;
- employees comply with our system of internal controls; and
- no cash or other assets be maintained for any purpose in any unrecorded or “off-the-books” fund.

Our accounting records are also relied upon to produce reports for our management, stockholders and creditors, as well as governmental agencies. In particular, we rely upon our accounting and other business and corporate records in preparing periodic and current reports that we file with the Securities and Exchange Commission ("***SEC***"). Securities laws require that these reports provide full, fair, accurate, timely and understandable disclosure and fairly present our financial condition and results of operations. Employees who collect, provide or analyze information for or otherwise contribute in any way in preparing or verifying these reports should strive to ensure that our financial disclosure is accurate and transparent and that our reports contain all of the information about the Company that would be important to enable stockholders and potential investors to assess the soundness and risks of our business and finances and the quality and integrity of our accounting and disclosures. In addition:

- no employee may take or authorize any action that would intentionally cause our financial records or financial disclosure to fail to comply with generally accepted accounting principles, the rules and regulations of the SEC or other applicable laws, rules and regulations;

- all employees must cooperate fully with our Accounting Department, as well as our independent public accountants and counsel, respond to their questions with candor and provide them with complete and accurate information to help ensure that our books and records, as well as our reports filed with the SEC, are accurate and complete; and

- no employee should knowingly make (or cause or encourage any other person to make) any false or misleading statement in any of our reports filed with the SEC or knowingly omit (or cause or encourage any other person to omit) any information necessary to make the disclosure in any of our reports accurate in all material respects.

Any employee who becomes aware of any departure from these standards has a responsibility to report his or her knowledge promptly to a supervisor, the Compliance Officer, the Audit Committee, or one of the other compliance resources described in Section 17.

11. Fair Dealing

We strive to outperform our competition fairly and honestly through superior performance and not through unethical or illegal business practices. Acquiring proprietary information from others through improper means, possessing trade secret information that was improperly obtained, or inducing improper disclosure of confidential information from past or present employees of other companies is prohibited, even if motivated by an intention to advance our interests. If information is obtained by mistake that may constitute a trade secret or other confidential information of another business, or if you have any questions about the legality of proposed information gathering, you must consult your supervisor or the Compliance Officer, as further described in Section 17.

You are expected to deal fairly with our suppliers, employees and anyone else with whom you have contact in the course of performing your job. Be aware that the Federal Trade Commission Act provides that "unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce, are declared unlawful." It is a violation of the Federal Trade Commission Act to engage in deceptive, unfair or unethical practices, and to make misrepresentations in connection with sales activities.

Employees involved in procurement have a special responsibility to adhere to principles of fair competition in the purchase of products and services by selecting suppliers based exclusively on normal commercial considerations, such as quality, cost, availability, service and reputation, and not on the receipt of special favors.

12. Gifts and Entertainment

Business gifts and entertainment are meant to create goodwill and sound working relationships and not to gain improper advantage with current or potential suppliers, vendors or partners or facilitate approvals from government officials. The exchange, as a normal business courtesy, of meals or entertainment (such as tickets to a game or the theatre or a round of golf) is a common and acceptable practice as long as it is not extravagant. Unless express permission is received from a supervisor, the Compliance Officer or the Audit Committee, gifts and entertainment cannot be offered, provided or accepted by any employee unless consistent with customary business practices and not excessive in value. This principle applies to our transactions everywhere in the world, even where the practice is widely considered "a way of doing business." Employees should not accept gifts or entertainment that may reasonably be deemed to affect their judgment or actions in the performance of their duties.

Under some statutes, such as the U.S. Foreign Corrupt Practices Act (further described in Section 5), giving anything of value to a government official to obtain or retain business or favorable treatment is a criminal act subject to prosecution and conviction. Discuss with your supervisor or the Compliance Officer any proposed entertainment or gifts if you are uncertain about their appropriateness.

13. Protection and Proper Use of Company Assets

All employees are expected to protect our assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on our financial condition and results of operations. Our property, such as office supplies, computer equipment, products, laboratory supplies, and office or laboratory space are expected to be used only for legitimate business purposes, although incidental personal use may be permitted. You may not, however, use our corporate name, any brand name or trademark owned or associated with the Company or any letterhead stationery for any personal purpose.

You may not, while acting on behalf of the Company or while using our computing or communications equipment or facilities, either:

- access the internal computer system (also known as "hacking") or other resource of another entity without express written authorization from the entity responsible for operating that resource; or

- commit any unlawful or illegal act, including harassment, libel, fraud, sending of unsolicited commercial email (also known as "spam") in violation of applicable law, trafficking in contraband of any kind, or espionage.

If you receive authorization to access another entity's internal computer system or other resource, you must make a permanent record of that authorization so that it may be retrieved for future reference, and you may not exceed the scope of that authorization.

Unsolicited commercial email is regulated by law in a number of jurisdictions. If you intend to send unsolicited commercial email to persons outside of the Company, either while acting on our behalf or using our computing or communications equipment or facilities, you should contact your supervisor or the Compliance Officer for approval.

All data residing on or transmitted through our computing and communications facilities, including email and word processing documents, is the property of the Company and subject to inspection, retention and review by the Company, with or without an employee's or third party's knowledge, consent or approval, in accordance with applicable law. Any misuse or suspected misuse of our assets must be immediately reported to your supervisor or the Compliance Officer.

14. CONFIDENTIALITY

One of our most important assets is our confidential information. As an employee of the Company, you may learn of information about the Company that is confidential and proprietary. You also may learn of information before that information is released to the general public. Employees who have received or have access to confidential information should take care to keep this information confidential. Confidential information includes non-public information that might be of use to competitors or harmful to the Company or its suppliers, vendors or partners if disclosed, such as business, marketing and service plans, financial information, product development, scientific data, manufacturing, laboratory results, designs, databases, customer lists, pricing strategies, personnel data, personally identifiable information pertaining to our employees, patients or other individuals (including, for example, names, addresses, telephone numbers and social security numbers), and similar types of information provided to us by our customers, suppliers and partners. This information may be protected by patent, trademark, copyright and trade secret laws.

In addition, because we interact with other companies and organizations, there may be times when you learn confidential information about other companies before that information has been made available to the public. You must treat this information in the same manner as you are required to treat our confidential and proprietary information. There may even be times when you must treat as confidential the fact that we have an interest in, or are involved with, another company.

You are expected to keep confidential information and proprietary information confidential unless and until that information is released to the public through approved channels (usually through a press release, an SEC filing or a formal communication from a member of senior management, as further described in Section 15). Every employee has a duty to refrain from disclosing to any person confidential or proprietary information about us or any other company learned in the course of employment here, until that information is disclosed to the public through approved channels. This policy requires you to refrain from discussing confidential or proprietary information with outsiders and even with other Company employees, unless those fellow employees have a legitimate need to know the information in order to perform their job duties. Unauthorized use or distribution of this information could also be illegal and result in civil liability and/or criminal penalties.

You should also take care not to inadvertently disclose confidential information. Materials that contain confidential information, such as memos, notebooks, computer disks and laptop computers, should be stored securely. Unauthorized posting or discussion of any information concerning our business, information or prospects on the Internet is prohibited, including on Internet forums, message boards, social media sites, “chat rooms” and other Internet discussion forums, regardless of whether you use your own name or a pseudonym. Be cautious when discussing sensitive information in public places like elevators, airports, restaurants and “quasi-public” areas within the Company, or in and around the Company’s facilities. All Company emails, voicemails and other communications are presumed confidential and should not be forwarded or otherwise disseminated outside of the Company, except where required for legitimate business purposes.

In addition to the above responsibilities, if you are handling information protected by any privacy policy published by us, then you must handle that information in accordance with the applicable policy.

15. Media/Public Discussions

It is our policy to disclose material information concerning the Company to the public only through specific limited channels to avoid inappropriate publicity and to ensure that all those with an interest in the Company will have equal access to information. All inquiries or calls from the press and financial analysts should be referred to our Chief Executive Officer, head of Corporate Communication & Investor Relations or General Counsel. We have designated our Chief Executive Officer, head of Corporate Communication & Investor Relations and General Counsel as our official spokespersons for questions concerning the financial performance, strategic direction or operating performance of the Company, and operational issues such as research and development, regulatory developments, sales and marketing, etc. Unless a specific exception has been made by our Chief Executive Officer, head of Corporate Communication & Investor Relations or General Counsel, they are the only persons who may communicate with the press on behalf of the Company. You also may not provide any information to the media about us off the record, for background, confidentially or secretly, including, without limitation, by way of postings on Internet websites, message boards, social media, chat rooms or blogs.

16. Waivers

Any waiver of this Code for executive officers (including, where required by applicable laws, our principal executive officer, principal financial officer, principal accounting officer or controller (or persons performing similar functions)) or directors may be authorized only by our Board or, to the extent permitted by the rules of The Nasdaq Stock Market, a committee of the Board, and will be disclosed as required by applicable laws, rules and regulations.

17. Compliance Standards and Procedures

Compliance Resources

To facilitate compliance with this Code, we have implemented a program of Code awareness, training and review that is part of our broader compliance programs overseen by our Audit Committee. We have established the position of Compliance Officer to oversee this program. The Compliance Officer is a person to whom you can address any questions or concerns related to this Code or any other matters relating to legal or regulatory compliance. The Compliance Officer is our General Counsel, if the Company does not have a General Counsel, our principal financial officer. In addition to fielding questions or concerns with respect to potential violations of this Code or any other matters relating to legal or regulatory compliance, the Compliance Officer is responsible for:

- investigating possible violations of this Code;
- training new employees in Code policies;
- conducting annual training sessions to refresh employees' familiarity with this Code;
- distributing copies of this Code annually via email to each employee with a reminder that each employee is responsible for reading, understanding and complying with this Code;
- updating this Code as needed and alerting employees to any updates, with appropriate approval of the Audit Committee, to reflect changes in the law, the Company's operations and in recognized best practices, and to reflect the Company's experience;
- overseeing the Company's compliance program and reporting to the Audit Committee material matters that may arise relating to the Company's legal and regulatory compliance efforts; and
- otherwise promoting an atmosphere of responsible and ethical conduct.

Your most immediate resource for any matter related to this Code is your supervisor. He or she may have the information you need, or may be able to refer the question to another appropriate source. There may, however, be times when you prefer not to go to your supervisor. In these instances, you should feel free to discuss your concern with the Compliance Officer. If you are uncomfortable speaking with the Compliance Officer because he or she works in your department or is one of your supervisors, please contact the Chief Executive Officer.

A toll-free compliance hotline and website portal are also available to those who wish to ask questions about the Company's policy, seek guidance on specific situations, submit concerns regarding questionable accounting or auditing matters or report violations of this Code. The toll-free compliance hotline is available at the following website: https://www.whistleblowerservices.com/TARA, and you can also submit an anonymous message through the website. You may call the toll-free number or use the website if you prefer, although the Compliance Officer will be unable to obtain follow-up details from you that may be necessary to investigate the matter. Whether you identify yourself or remain anonymous, your contact with the toll-free compliance hotline or use of the compliance website will be kept strictly confidential to the extent reasonably possible within the objectives of this Code.

Clarifying Questions and Concerns; Reporting Possible Violations

If you encounter a situation or are considering a course of action and its appropriateness is unclear, discuss the matter promptly with your supervisor or the Compliance Officer; even the appearance of impropriety can be very damaging and should be avoided.

If you are aware of a suspected or actual violation of Code standards by others, you have a responsibility to report it. You are expected to promptly provide a compliance resource with a specific description of the violation that you believe has occurred, including any information you have about the persons involved and the time of the violation. Whether you choose to speak with your supervisor or the Compliance Officer, you should do so without fear of any form of retaliation. We will take prompt disciplinary action against any employee who retaliates against you, up to and including termination of employment.

Supervisors must promptly report any complaints or observations of Code violations to the Compliance Officer. If you believe your supervisor has not taken appropriate action, you should contact the Compliance Officer directly. The Compliance Officer will investigate all reported possible Code violations promptly and with the highest degree of confidentiality that is possible under the specific circumstances. Neither you nor your supervisor may conduct any preliminary investigation, unless authorized to do so by the Compliance Officer. Your cooperation in the investigation will be expected. As needed, the Compliance Officer will consult with our outside legal counsel and/or the Audit Committee. It is our policy to employ a fair process by which to determine violations of this Code.

With respect to any complaints or observations of Code violations, including, but not limited to, matters that may involve accounting, internal accounting controls and auditing concerns, the Compliance Officer shall promptly inform the chair of the Audit Committee, and the Audit Committee or such other persons as the Audit Committee determines to be appropriate under the circumstances shall be responsible for supervising and overseeing the inquiry and any investigation that is undertaken. In addition, any matters involving accounting, internal accounting controls and auditing concerns that are reported via the toll-free compliance hotline or compliance email address shall be routed to both the Compliance Officer and the Audit Committee.

If any investigation indicates that a violation of this Code has probably occurred, we will take such action as we believe to be appropriate under the circumstances. If we determine that an employee is responsible for a Code violation, he or she will be subject to disciplinary action up to, and including, termination of employment and, in appropriate cases, civil legal action or referral for regulatory or criminal prosecution. Appropriate action may also be taken to deter any future Code violations.

Exhibit 99.1

ArTara Therapeutics Completes Merger Transaction with Proteon Therapeutics

Shares of ArTara to commence trading on Nasdaq under new ticker symbol "TARA" effective January 10, 2020

Company completes previously announced equity financing of $42.5 million concurrently with the closing of the merger

Combined company will focus on developing treatments for Lymphatic Malformations and intestinal failure associated liver disease

NEW YORK, January 9, 2020 – ArTara Therapeutics, Inc. (Nasdaq: TARA) ("ArTara" or the "Company"), a clinical-stage company developing treatments for rare and specialty diseases with significant unmet needs, today announced the completion of the merger with Proteon Therapeutics, Inc. ("Proteon") (Nasdaq: PRTO) and associated equity financing. The merged company will operate under the name ArTara Therapeutics, Inc., and its shares will commence trading on the Nasdaq Capital Market at the open of market trading on January 10, 2020, under the ticker symbol "TARA."

"We believe that the closing of the merger signifies a transformative event that will provide ArTara with the opportunity to achieve its next level of corporate growth as we advance our pipeline of de-risked, unique solutions for rare and specialty diseases," said Jesse Shefferman, chief executive officer of ArTara. "We look forward to achieving a number of exciting milestones in our development programs in the coming year."

The combined company also closed an equity financing of approximately $42.5 million with a syndicate of healthcare dedicated investors. The net proceeds from this financing will fund development of ArTara's lead assets, TARA-002 and intravenous (IV) choline chloride.

ArTara is focused on acquiring and modernizing high-potential, de-risked product candidates for rare and specialty diseases. The Company's lead program, TARA-002, is a follow-on biologic of the innovator therapy OK-432, an inactivated Group A streptococcus bacterial preparation approved in Japan for the treatment of lymphangiomas, also known as Lymphatic Malformations or LM's, along with several other specialty indications. ArTara plans to initially pursue development of TARA-002 for the treatment of LM's which are rare, typically congenital, malformations of the lymphatic vasculature. TARA-002's innovator therapy, OK-432, has been interrogated in dozens of additional indications through investigator-sponsored studies around the world and ArTara will conduct preliminary investigations into a number of these indications after advancing the LM's program.

ArTara's second asset, IV choline chloride, is a phospholipid substrate replacement therapy that has shown promising results in a Phase 2 study in intestinal failure associated liver disease (IFALD). ArTara's IV choline chloride has also been granted orphan drug designation by the U.S. FDA.

The combined company will be led by Jesse Shefferman, its chief executive officer and will be headquartered in New York.

Following the closing of the merger and the financing, the previous Proteon stockholders will own approximately 10% of the combined company, while the previous ArTara security holders and new investors will own approximately 90% of the combined company (on a fully diluted basis).

H.C. Wainwright & Co. acted as financial advisor to Proteon for the merger, and Morgan, Lewis & Bockius LLP acted as legal counsel to Proteon. Ladenburg Thalmann & Co. Inc. acted as financial advisor to ArTara, and Cooley LLP acted as legal counsel to ArTara.

About ArTara Therapeutics, Inc.

ArTara is focused on identifying and optimizing product candidates for patients suffering from rare and specialty diseases where there is a significant unmet need. ArTara's current development programs focus on the treatment of rare diseases in structural and connective tissues, as well as rare hepatology/gastrointestinal and metabolic disorders. The Company's lead program, TARA-002, is being developed for the treatment of lymphatic malformations. ArTara's second program, IV choline chloride, is a phospholipid substrate replacement therapy in development for the treatment of IFALD. For more information, visit https://artaratx.com/for-investors/.

Forward-Looking Statements

This communication contains "forward-looking" statements, including, without limitation, statements related to the anticipated benefits of the transactions contemplated by the merger and the financing and the related transactions, the anticipated benefits of the sale of $42.5 million of ArTara's common stock to certain stockholders, the anticipated trading of the combined company's stock on the Nasdaq Capital Market, and statements related to ArTara's development programs. Any statements contained in this communication that are not statements of historical fact may be deemed to be forward-looking statements. These forward-looking statements are based upon ArTara's current expectations. Forward-looking statements involve risks and uncertainties. ArTara's actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties, which include, without limitation, related to ArTara's ability to successfully integrate the operations of Proteon and ArTara and achieve the potential benefits of the merger; the Company's ability to advance its preclinical programs and the uncertain and time-consuming regulatory approval process. Additional risks and uncertainties relating to ArTara and its business can be found under the caption "Risk Factors – Risks Related to ArTara" in Proteon's Registration Statement on Form S-4 initially filed with the SEC on November 7, 2019, as amended. ArTara expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in ArTara's expectations with regard thereto or any change in events, conditions or circumstances on which any such statements are based.

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