

COOPERATION AGREEMENT

This COOPERATION AGREEMENT is made and entered into as of August 28, 2025 (this “Agreement”) by and among Eagle Pharmaceuticals, Inc., a Delaware corporation (the “Company”), on the one hand, and those certain investors set forth on Exhibit A hereto (collectively, the “Investors”), on the other hand. The Company and the Investors are referred to in this Agreement as the “Parties.” Certain capitalized terms used in this Agreement are defined in Section 23.

RECITALS

WHEREAS, as of the date hereof, the Investors beneficially own 4,945,209 shares of the common stock, par value \$0.001 per share, of the Company (“Common Stock”);

WHEREAS, on August 18, 2025, the Company publicly announced that its 2025 Annual Meeting of Stockholders (the “2025 Annual Meeting”) will be held on October 17, 2025; and

WHEREAS, the Company and the Investors have determined to come to an agreement with respect to the composition of the Company’s Board of Directors (the “Board”) and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Board Composition and Related Matters.

(a) Immediately following the execution of this Agreement, the Board shall take all necessary actions to (i) increase the authorized number of directors comprising the Board to seven directors, and (ii) subject to the completion of a satisfactory customary background check, appoint Abhinav Jain (the “First New Director”) to the Board as a Class III director, with an initial term expiring at the Company’s 2026 Annual Meeting of Stockholders (the “2026 Annual Meeting”) or until his earlier death, disability, resignation, disqualification, or removal, to fill the vacancy resulting from the increase in the size of the Board.

(b) No later than May 15, 2026, the Board shall take all necessary actions to (i) increase the authorized number of directors comprising the Board to eight directors, and (ii) subject to Section 1(l), appoint an additional new independent director mutually agreed (such agreement not be unreasonably withheld, delayed or conditioned) by the Parties (the “Second New Director,” and together with the First New Director, collectively, the “New Directors”) to the Board as a Class I director, with an initial term expiring at the Company’s 2027 Annual Meeting of Stockholders (the “2027 Annual Meeting”) or until his or her earlier death, disability, resignation, disqualification, or removal, to fill the vacancy resulting from the increase in the size of the Board. The Company and the Investors shall use reasonable best efforts to cooperate and work together in good faith to, by no later than May 15, 2026, identify and mutually agree (such agreement not be unreasonably withheld, delayed or conditioned) upon a director who qualifies as “independent” under the

Nasdaq's listing standards to serve as the Second New Director; *provided that* in no event shall the Second New Director be an Affiliate, Associate or employee of the Investors.

(c) [Reserved].

(d) (i) From the date of this Agreement until immediately prior to the appointment of the Second New Director (such time, the "Second Appointment") the size of the Board shall not exceed seven directors, and (ii) from the Second Appointment through the expiration of the Standstill Period (as defined in Section 23), the size of the Board shall not exceed eight directors, in the case of each of clause (i) and (ii) unless the Investors consent in writing to increasing the size of the Board (such consent not to be unreasonably withheld, delayed or conditioned).

(e) Following the appointments to the Board pursuant to this Agreement, (i) the First New Director shall be immediately appointed to each of the Nominating and Corporate Governance Committee and the Compensation Committee of the Board, (ii) the Second New Director shall be immediately appointed to at least one of the following committees of the Board, the Nominating and Corporate Governance Committee, the Compensation Committee and the Audit Committee and (iii) without limiting the foregoing, the Board will give each of the New Directors the same due consideration for membership of the Board and to any committee of the Board, if applicable, as the Board would consider for other similarly situated non-employee directors. In addition and without limiting the foregoing, following his appointment to the Board, the First New Director shall serve as an observer to all other current committees of the Board and any other future committees of the Board formed during his service as a director (in such observer capacity, the "Committee Observer") and shall have the right to attend and reasonably participate at all meetings of each such committee and receive the same materials and notices distributed to the members of each such committee; *provided, however*, that the Committee Observer shall not (a) be deemed a member of each such committee for which he is an observer, (b) have the right to vote on any matter presented to each such committee, and (c) be considered or be required for purposes of establishing a quorum of each such committee. The Investors agree that any committee of the Board, solely due to a bona fide actual or potential conflict of interest in the exercise of its fiduciary duties, may recuse the Committee Observer from all or any portion of a committee meeting (and not provide the Committee Observer with any materials with respect thereto; *provided that* the Committee Observer shall receive notice of any committee meeting from which he is recused).

(f) The Investors acknowledge and agree that the New Directors will be governed by the Company's organizational documents, committee charters, corporate governance, business conduct and ethics, conflict of interest, confidentiality, stock ownership and trading policies and guidelines and other governance documents, policies, codes and procedures and applicable law and regulations, in each case as generally applicable to the Company's directors, and, without limiting any of the foregoing, the New Directors shall be required to preserve the confidentiality of Company business and information, including discussions or matters considered in meetings of the Board or Board committees.

(g) The Investors agree that there shall be no contracts, plans or arrangements, written or otherwise, in effect for so long as the New Directors are members of the Board, between the Investors and the New Directors providing for any compensation, reimbursement of expenses or

indemnification of the New Directors in connection with or related to such New Directors' service on the Board. For the avoidance of doubt, nothing herein shall prohibit the Investors from compensating or agreeing to compensate any person for his or her respective services as a nominee or director of any other company.

(h) The Company shall provide the New Directors with (i) the same benefits of director and officer insurance as all other non-management directors of the Board, (ii) the same compensation for service as a director as the compensation received by other non-management directors on the Board, and (iii) such other benefits on the same basis as all other non-management directors on the Board.

(i) The Investors agree that the Board or any committee thereof, in the exercise of its fiduciary duties, may recuse the First New Director from all or any portion of a Board or committee meeting (and not provide the First New Director with any materials with respect thereto; *provided* that the First New Director shall receive notice of any Board or committee meeting from which he is recused), and restrict access to information of the Company, to the extent relating to (i) this Agreement, including the interpretation and enforcement thereof, or (ii) any proposed transaction between the Company and any Investor, or any of their respective Affiliates or Associates. For the avoidance of doubt, the Investors acknowledge and agree that: (A) consistent with his fiduciary duties as a director of the Company, the First New Director is obligated to consider in good faith, to the same extent as any other director of the Company, recusal from any Board or committee meeting in the event there is any other bona fide actual or potential conflict of interest between the Investors or the First New Director, on the one hand, and the Company, on the other hand; and (B) the Board may restrict the First New Director's access to information of the Company to the same extent it would for any other director of the Company, in accordance with applicable law.

(j) The Investors acknowledge and agree that during the Standstill Period, the Investors shall promptly (and in any event within 2 Business Days) notify the Company if the Investors cease to maintain at any time after the date hereof an aggregate Net Long Position above 40% of the Current Beneficial Ownership Position (as defined below) (as adjusted for any combinations, splits, recapitalizations or similar actions by the Company) (the "Minimum Ownership Requirement"). For the avoidance of doubt, the Company's and the Board's obligations under Sections 1(a), 1(b), 1(d), 1(e) and 1(k) of this Agreement shall automatically terminate once the Investors cease to satisfy the Minimum Ownership Requirement (regardless of whether such notice is provided). From and after the earlier of (x) such time as the Investors cease to maintain at any time after the date hereof an aggregate Net Long Position above 30% of the Current Beneficial Ownership Position (as adjusted for any combinations, splits, recapitalizations or similar actions by the Company), and (y) such time as the Investors take any of the actions restricted by Sections 3(b)(A) or 3(b)(E) of this Agreement (whether such action is taken during or after the end of the Standstill Period), the Investors shall immediately cause the First New Director to tender his resignation from the Board to the Board, effective immediately. Concurrently with the execution and delivery of this Agreement, the First New Director shall execute and deliver an irrevocable resignation in the form attached hereto as Exhibit C.

(k) If any of the New Directors (or any Replacement Director (as defined below)) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is

removed as a director, or for any other reason fails to serve or is not serving as a director at any time prior to the expiration of the Standstill Period, and at such time the Investors satisfy the Minimum Ownership Requirement, the Investors shall, (i) in the case of a Replacement Director who is replacing the First New Director, have the ability to identify and, in consultation with the Company, recommend a person to be a Replacement Director to serve as a director of the Company for the remainder of the replaced director's term, and such candidate may be any Investor or any Affiliate, Associate or employees of any Investor, subject to review and approval by the Nominating and Corporate Governance Committee of the Board and the Board, such approval not to be unreasonably withheld, conditioned or delayed (and if such proposed person is not accepted, the Investors shall be entitled to continue designating a recommended replacement until such proposed designee is accepted), and (ii) in the case of a Replacement Director who is replacing the Second New Director, the Company and the Investors shall work together in good faith to select, as promptly as practicable, a mutually agreeable director who qualifies as "independent" under the Nasdaq's listing standards to serve as a director of the Company for the remainder of the replaced director's term (any such replacement shall be referred to as a "Replacement Director," and if and when such person becomes a director of the Board, such person shall be deemed a New Director for all purposes of this Agreement); provided, that notwithstanding the foregoing, in no event shall a Replacement Director for the Second New Director be required to be, without the Company's consent, the Investors or any Affiliate, Associate or employee of the Investors. Following his or her selection in accordance with this Section 1(k), the Company and the Board shall promptly take all necessary action to appoint any such Replacement Director to the Board and to any applicable committee of the Board of which the replaced director was a member immediately prior to such director's resignation, retirement or removal.

(l) Without limiting Section 1(e) above, the Investors acknowledge that, as a condition to the appointment of any New Director or Replacement Director to the Board and any subsequent nomination of such New Director or Replacement Director for election as a director at any future Stockholder Meeting (as defined in Section 23), such New Director or Replacement Director shall have promptly provided to the Company (i) any consents and information the Company reasonably requests in connection with such appointment or nomination consistent with other non-employee directors, including completion of the Company's standard forms, D&O questionnaires and other customary onboarding documentation and an executed consent to be named as a nominee in the Company's proxy statement and to serve as a director if so elected for the full term for which such New Director or Replacement Director is elected at any future Stockholder Meeting, in each case, as provided by the Company, (ii) information requested by the Company that is required to be disclosed in a proxy statement or other filing under applicable law, stock exchange rules or listing standards or as may be requested or required by any regulatory or governmental authority having jurisdiction over the Company or any of its Affiliates, (iii) information reasonably requested by the Company in connection with assessing eligibility, independence, and other criteria applicable to directors or satisfying compliance and legal obligations and (iv) such written consents reasonably requested by the Company for the conduct of the Company's vetting procedures generally applicable to non-employee directors of the Company and the execution of any documents required by the Company of non-employee directors of the Company to assure compliance with the matters referenced in this Section 1(l).

(m) Concurrently with the execution and delivery of this Agreement, the parties have entered into a confidentiality agreement (the “Confidentiality Agreement”) relating to and governing the matters contemplated hereby.

2. Voting Commitment. During the Standstill Period, the Investors shall, and shall cause their Affiliates and Associates to, appear in person or by proxy at each Stockholder Meeting and to vote all shares of capital stock of the Company beneficially owned by it, him or her and over which it, he or she has voting power (i) in favor of the election of each of the Board’s nominees to serve as directors on the Board, (ii) against stockholder nominations for directors that are not approved and recommended by the Board for election at any such meeting, (iii) against any proposals or resolutions to remove any member of the Board, and (iv) in accordance with the Board’s recommendations on all other proposals or business that may be the subject of stockholder action at the applicable Stockholder Meeting; *provided* that (i) in the event Institutional Shareholder Services Inc. (“ISS”) and Glass Lewis & Co., LLC (“Glass Lewis”) make a recommendation that differs from the recommendation of the Board with respect to any proposal submitted to the stockholders at any Stockholder Meeting (other than (x) the election or removal of directors or changes to the size of the Board, (y) compensation related proposals and (z) proposals related to amendments to the Company’s Amended and Restated Certificate of Incorporation which seek to increase the authorized share capital of the Company), the Investors shall be permitted to vote the shares of capital stock beneficially owned by them at such Stockholder Meeting in accordance with the ISS or Glass Lewis recommendation for such proposal, and (ii) the Investors shall be permitted to vote in their sole discretion with respect to any (A) Extraordinary Transaction (as defined in Section 23) and (B) implementation of takeover defenses not in existence as of the date of this Agreement, in each case of the foregoing clauses (A) and (B), that is submitted to a vote of the Company’s stockholders. The Investors shall be responsible for any breach of this Agreement by the Affiliates and Associates of the Investors. The Investors shall take commercially reasonable actions necessary (including by calling back any loaned-out shares) to ensure that the Investors have voting power for each share of capital stock of the Company beneficially owned by them on the record date for each Stockholder Meeting.

3. Standstill. Except as otherwise explicitly permitted by this Agreement, each Investor agrees that during the Standstill Period, neither it nor any of its Affiliates or Associates will, and it will cause each of its Affiliates and Associates not to, directly or indirectly, in any manner:

(a) acquire, announce an intention to acquire, offer or propose to acquire, agree to acquire or acquire rights to acquire (except by way of stock dividends or other distributions or offerings made available to holders of capital stock of the Company generally on a pro rata basis), directly or indirectly, by purchase, tender or exchange offer, through the acquisition of control of another person, by joining or maintaining a “group” within the meaning of Section 13(d)(3) of the Exchange Act (as defined below), through swap or hedging transactions or otherwise, beneficial ownership of any capital stock of the Company or any voting rights decoupled from the underlying voting securities that would result in the Investors and their controlled Affiliates owning, controlling or otherwise having any beneficial ownership of, in the aggregate, more than 4,945,209 shares of Common Stock (as adjusted for any combinations, splits, recapitalizations or similar actions by the Company) (the “Maximum Ownership Cap”); *provided, that*, in the event that during the Standstill Period, the Investors sell or otherwise dispose of any shares of capital stock

of the Company, then the Maximum Ownership Cap shall be automatically reduced to equal the number of shares of capital stock of the Company then owned, controlled or otherwise beneficially owned by the Investors immediately following each such sale or disposition (it being understood and agreed that in no event shall the Maximum Ownership Cap be reduced to less than 9.9% of the outstanding shares of Common Stock pursuant to this proviso); *provided further*, that the prohibitions under this Section 3(a) shall not apply to (i) any director awards or grants made to the First New Director in connection with his service as a director and (ii) stock dividends or other distributions or offerings made available to holders of the Company's capital stock generally on a pro rata basis, and the Maximum Ownership Cap shall be automatically increased for any grants or distributions made under (i) or (ii) of the foregoing proviso;

(b) other than in accordance with the recommendations of the Board or the terms of this Agreement, (i) make, submit, initiate, or knowingly participate in (or provide notice of, or publicly disclose, an intention to do any of the forgoing) any proposal or request with respect to, or (ii) engage in any "solicitation" (as defined in Rule 14a-1 of Regulation 14A) of proxies, consents or consent revocations or otherwise become a "participant in a solicitation" (as such term is defined in Instruction 3 of Schedule 14A of Regulation 14A under the Exchange Act) with respect to (A) any change in the composition, number or term of directors serving on the Board, the filling of any vacancies on the Board, the nomination or recommendation for nomination of a person for election at any Stockholder Meeting at which the Company's directors are to be elected, or any election contest or removal contest with respect to the Company's directors; *provided*, that nothing in this Agreement shall prevent the Investors or their Affiliates or Associates from taking actions in furtherance of identifying director candidates in connection with the 2026 Annual Meeting, so long as such actions do not create a public disclosure obligation for the Investors or the Company, are not publicly disclosed by the Investors or their Affiliates or Associates, and are undertaken on a basis reasonably designed to be confidential, (B) any change in the capitalization, dividend policy, or share repurchase programs or practices of the Company, (C) any other change in the Company's management, governance, business, operations, strategy, corporate structure, affairs or policies, (D) any stockholder proposal pursuant to Rule 14a-8 promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or bringing any other business at or before any Stockholder Meeting, or (E) any "withhold" or similar campaign with respect to any proposal for consideration or business brought at or before any Stockholder Meeting;

(c) recommend, request, knowingly induce, knowingly attempt to induce, knowingly advise, encourage, or influence any other person with respect to the giving or withholding of any proxy, consent or other authority to vote or in conducting any type of referendum with respect to the Company, whether binding or non-binding, in each case other than such encouragement, advice or influence that is consistent with the Board's recommendation in connection with such matter; *provided*, that nothing shall limit the giving by the Investors or their Affiliates of a proxy or consent in respect of any matter so long as the voting of the shares of capital stock of the Company owned thereby are voted in accordance with the terms of this Agreement where applicable;

(d) grant a proxy with respect to the voting of any capital stock of the Company to any person other than to the Board or persons appointed as proxies by the Board other than (i) granting any proxy, consent or other authority to vote in any solicitation approved by the Board and

consistent with the recommendation of the Board, (ii) granting any proxy, consent or other authority to vote in any solicitation in connection with any matter for which the Investors have voting discretion pursuant to, and in accordance with, Section 2, and (iii) otherwise in accordance with this Agreement;

(e) call, seek to call, or to request the call of, a special meeting of the Company's stockholders, or any other Stockholder Meeting (or the setting of a record date therefor), including any "town hall" meeting;

(f) make a request for or demand an inspection of a list of the Company's stockholders or any books and records of the Company or any of its subsidiaries under Section 220 of the Delaware General Corporation Law or other statutory or regulatory provisions providing for stockholder access to books and records;

(g) form, join, or become a participant in a "partnership, limited partnership, syndicate or other 'group'" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the capital stock of the Company (other than a "group" that consists solely of all or some of the persons parties to this Agreement or their Affiliates and Associates so long as such Affiliates or Associates agrees to be bound by the terms and conditions of this Agreement); *provided*, for clarity, that the foregoing shall not prohibit any non-controlling investment in a partnership, limited liability company, corporation, fund, or other entity merely on the basis that such entity is a beneficial owner of shares of capital stock of the Company;

(h) deposit any shares of capital stock of the Company in a voting trust or similar arrangement or subject any shares of capital stock of the Company to any voting agreement or pooling arrangement, other than (A) any such voting trust, arrangement or agreement solely among the Investors and their Affiliates and Associates and otherwise in accordance with this Agreement or (B) customary brokerage accounts, margin accounts, prime brokerage accounts and the like;

(i) other than at the express written request of the Board, seek, offer, effect or in any way knowingly assist any other person to offer or effect, a merger, consolidation, acquisition of control, tender or exchange offer, purchase, sale, license or other transfer of assets or securities, or any other business combination, dissolution, liquidation, reorganization, spin-off or spin-out, or similar transaction involving the Company, its subsidiaries or its business, whether or not any such transaction involves an Extraordinary Transaction; *provided, however*, that nothing in this Section 3 shall be interpreted to prohibit the Investors from proposing, suggesting or recommending any Extraordinary Transaction privately to the Company so long as any such action is not publicly disclosed by the Investors and is made by the Investors in a manner that would not reasonably be expected to require the public disclosure thereof by the Company, the Investors or any other person;

(j) sell, assign, or otherwise transfer or dispose of its shares of Common Stock, or any rights decoupled from such shares, beneficially owned by them other than in open market sale transactions where the identity of the purchaser is not known and in underwritten widely dispersed public offerings, to any person that, to the Investors' knowledge (after due inquiry in connection with a private, non-open market transaction, it being understood that such knowledge shall be

deemed to exist with respect to any publicly available information, including information in documents filed with the SEC), (i) would result in such person, together with its Affiliates and Associates, owning, controlling or otherwise having any beneficial or other ownership interest in the aggregate of more than 4.9% of the Company's outstanding capital stock at such time or would increase the beneficial ownership interest of any person who, together with its Affiliates and Associates, has a beneficial or other ownership interest in the aggregate of more than 4.9% of the Company's outstanding capital stock at such time, if such person files (or would be required to file if the Company were subject to the reporting requirements of the Exchange Act) a Schedule 13D with respect to the Company, and (ii) such person or its Affiliates (A) is listed on SharkWatch50 or similar publication or has otherwise directly or indirectly run or publicly disclosed an intention to run a proxy contest or submitted stockholder nominations or proposals with respect to another publicly-traded company within the last five years or (B) is subject to existing standstill or similar restrictions to the Company;

(k) publicly request or publicly advance any proposal to amend, modify or waive any provision of this Agreement;

(l) engage in any short sale or any purchase, sale or grant of any option, warrant, convertible security, stock appreciation right or other similar right (including any put or call option or "swap" transaction) with respect to any security (other than in connection with a broad-based market basket or index) that relates to or derives any part of its value from any decline in the market price or value of any securities of the Company in each case that would result in the Investors failing to have an aggregate Net Long Position in the Company; or

(m) enter into any negotiations, agreements or understandings with any third party to take any action that the Investors or any of their Affiliates and Associates are prohibited from taking pursuant to this Section 3.

Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict the Investors from (i) communicating privately with the members of the Board or the executive officers of the Company (or any other individuals in the Company authorized by such individuals) regarding any matter, so long as such communications are not intended to, and would not reasonably be expected to, require any public disclosure of such communications, (ii) communicating privately regarding any matter with the Investors' Affiliates and the managing members, principals, partners (other than a partner who is solely a limited partner), directors, officers, general partners, employees, advisors, agents and attorneys of such party and of its Affiliates, (iii) communicating privately (in a manner not reasonably expected to be publicly disclosed) with other stockholders of the Company and others in a manner that does not otherwise violate the Confidentiality Agreement, this Section 3 or Section 7, (iv) making any factual statement to the extent necessary to comply with any law, rule or regulation or any action required by any governmental or regulatory authority or stock exchange that has jurisdiction over the Investors so long as such requirement did not arise as a result of an action by the Investors, or (v) tendering shares, receiving payment for shares or otherwise participating in any transaction approved by the Board on the same basis as the other stockholders of the Company. Furthermore, for the avoidance of doubt, nothing in this Agreement shall be deemed to restrict in any way the New Directors in the exercise of their fiduciary duties as directors of the Company.

4. **No Litigation.** During the Standstill Period, each Party hereby covenants and agrees that it shall not, and shall not permit any of its respective Affiliates, Associates and Representatives (solely in the context of their representation of such Party in connection with the subject matter of this Agreement) to, alone or in concert with others, encourage, pursue or assist any other person to institute, solicit, assist or join, as a party, any litigation, arbitration or other Legal Proceeding against or involving the other Party, any Affiliate of the other Party, or any of its or their respective Representatives (solely in connection with their service in such capacities), except for (i) any action to enforce the provisions of this Agreement or the Confidentiality Agreement, (ii) any counterclaims with respect to any proceeding initiated by, or on behalf of one Party or its Affiliates against the other Party or its Affiliates in violation of this Agreement, (iii) bringing bona fide commercial disputes that do not relate to the subject matter of this Agreement or (iv) any compelled testimony or production of information, whether by legal process, subpoena, or as part of a response to a request for information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought, in each case to the extent so required; *provided that*, (A) subject to clause (B) of this proviso, other than to the extent prohibited by applicable law, the disclosing Party shall give the other Party reasonable advance notice before making any disclosure in reliance on the foregoing clause (iv) of this sentence and (B) notwithstanding anything to the contrary in this Agreement in no event shall the Company be precluded from providing information to governmental authorities (or be required to provide notice to the Investors of the same) pursuant to any investigation or Legal Proceeding involving the Company existing as of the date hereof (and reasonably foreseeable extensions thereof). Notwithstanding anything to the contrary herein, this Section 4 shall not prohibit the Investors from exercising statutory appraisal rights, if any, with respect to the Company.

5. **Representations and Warranties of the Company.** The Company represents and warrants to the Investors that (a) this Agreement has been duly and validly authorized, executed and delivered by the Company, and constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles and (b) the execution, delivery and performance of this Agreement by the Company does not and will not violate or conflict with any law, rule, regulation, order, judgement or decree applicable to the Company.

6. **Representations and Warranties of the Investors.** Each Investor jointly and severally represents and warrants to the Company that (a) as of the date hereof, the Investors beneficially own 4,945,209 shares of Common Stock in the aggregate (the "Current Beneficial Ownership Position"), (b) as of the date of this Agreement, no Investor owns any Synthetic Equity Interests or Short Interests in the Company, (c) this Agreement has been duly and validly authorized, executed and delivered by such Investor, and constitutes a valid and binding obligation and agreement of such Investor, enforceable against such Investor in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles, (d) such Investor has the organizational power (as applicable) and authority to execute the Agreement on behalf of itself and the applicable

Investor associated with that signatory's name, and to bind such Investor to the terms of this Agreement, (e) the execution, delivery and performance of this Agreement by such Investor does not and will not violate or conflict with any law, rule, regulation, order, judgment or decree applicable to such Investor and (f) no Investor has any knowledge of any other stockholder of the Company or other person that intends to make any acquisition proposal or proposal in respect of another Extraordinary Transaction to the Company.

7. Mutual Non-Disparagement. During the Standstill Period, without the prior written consent of the other Party, neither Party shall, nor shall it permit any of its Representatives to, make any public statement (or private statement that would reasonably be expected to enter the public domain), or speak to any analyst or member of the press, in each case in a manner that criticizes, disparages, calls into disrepute or otherwise defames or slanders the other Party, its subsidiaries, its business, or its current or former directors, officers, or employees (solely in their capacity as such). The restrictions in this Section 7 shall not (i) apply to (A) any compelled testimony or production of information, whether by legal process, subpoena, or as part of a response to a request for information from any governmental or regulatory authority with jurisdiction over the party from whom information is sought, in each case to the extent so required, (B) any disclosure that such Party reasonably believes, after consultation with outside counsel, to be legally required by applicable law, rules or regulations, in each case, to the extent so required, or (C) any private communications between the Parties, or (ii) prohibit either Party from reporting what it reasonably believes, after consultation with outside counsel, to be violations of federal law or regulation to any governmental authority pursuant to Section 21F of the Exchange Act or Rule 21F promulgated thereunder; *provided* that, other than to the extent prohibited by applicable law, the disclosing Party shall give the other Party reasonable advance notice before making any disclosure in reliance on the foregoing clause (i) of this sentence. The provisions of this Section 7 shall not apply to a Party's response to the other Party's breach of this Section 7.

8. Public Announcements. Promptly following the date of this Agreement, and in any event within two Business Days, the Company shall issue a press release in the form set forth on Exhibit B (the "Press Release"). Prior to the issuance of the Press Release, neither the Company nor any of the Investors shall issue any press release or public announcement regarding this Agreement or take any action relating to the subject matter of this Agreement that would require public disclosure without the prior written consent of the other Party.

9. Compliance with Securities Laws. The Parties acknowledge that they understand and are aware of their obligations under the United States securities laws.

10. Affiliates and Associates. Each Investor agrees to cause its or his, as applicable respective Affiliates and Associates to comply with the terms of this Agreement, and the Investors shall be jointly and severally responsible for any breaches of this Agreement by the Investors' Affiliates and Associates. A breach of this Agreement by an Affiliate or Associate of an Investor, if such Affiliate or Associate is not a party to this Agreement, shall be deemed to occur if such Affiliate or Associate engages in conduct that would constitute a breach of this Agreement if such Affiliate or Associate was a party to this Agreement.

11. Specific Performance. Each of the Investors, on the one hand, and the Company, on the other hand, acknowledges and agrees that irreparable injury to the other Party to this Agreement would occur in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that such injury would not be adequately compensable in monetary damages. It is accordingly agreed that the Investors and the Company shall each be entitled to specific enforcement of, and injunctive or other equitable relief to prevent any violation of, the terms of this Agreement, and the other Parties to this Agreement will not take action, directly or indirectly, in opposition to the Party seeking such relief on the grounds that any other remedy or relief is available, and irrevocably waives any requirement for the Party seeking such relief to post any bond in connection with any such action. This Section 11 is not the exclusive remedy for any violation of this Agreement.

12. Expenses. Each Party shall be responsible for its own fees and expenses (including legal expenses) incurred in connection with the negotiation, execution and effectuation of this Agreement and the transactions contemplated by this Agreement; *provided, however*, that the Company shall reimburse the Investors for their reasonable and documented out of pocket fees and expenses, including legal fees, incurred in connection with the Investors' involvement at the Company through the date of this Agreement, and including but not limited to, the preparation of the nomination notice and the negotiation and execution of this Agreement, in an amount not to exceed \$100,000 in the aggregate. The Company shall remit such reimbursement to the Investors within five (5) Business Days of receiving documentation therefor.

13. Notice. Any notices, consents, determinations, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally, (ii) upon confirmation of receipt, when sent by email (*provided* such confirmation is not automatically generated), or (iii) one (1) Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and email addresses for such communications shall be:

To the Company:

Eagle Pharmaceuticals, Inc.
50 Tice Boulevard, Suite 315
Woodcliff Lake, New Jersey 07677
Attention: Chief Financial Officer; Interim Principal Executive
Officer
Email: ckrawtschuk@eagleus.com, mgraves@eagleus.com

with a copy to (which shall not constitute notice):

Cooley LLP
55 Hudson Yards
New York, NY 10001
Attention: Bill Roegge, Sarah Sellers
Email: broegge@cooley.com, ssellers@cooley.com

To the Investors:

Nantahala Capital Management, LLC
130 Main Street, 2nd Floor
New Canaan, Connecticut 06840
Attention: Wilnot Harkey, Daniel Mack, Abhinav Jain
Email: wil@nantahalapartners.com, dan@nantahalapartners.com,
abi@nantahalapartners.com

with a copy to (which shall not constitute notice):

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Ryan P. Nebel, Rebecca L. Van Derlaske
Email: rnebel@olshanlaw.com, rvanderlaske@olshanlaw.com

14. Termination. This Agreement shall terminate upon the earlier of (i) the end of the Standstill Period or (ii) the consummation of an Extraordinary Transaction, except the provisions of Section 1(j) and Sections 11 through Section 23 which shall survive such termination; *provided, however,* that the liability for any breach occurring prior to such termination, and the remedies of the non-breaching Party in respect thereof, shall survive such termination. Notwithstanding anything to the contrary in this Agreement, the obligations of the Company pursuant to Sections 1, 4 and 7 shall terminate in the event that the Investors materially breach their obligations in this Agreement and such breach (if capable of being cured) is not cured within five (5) Business Days of the Company's written notice of such breach to the Investors. Notwithstanding anything to the contrary in this Agreement, the obligations of the Investors pursuant to Sections 2, 3, 4 and 7 shall terminate in the event that the Company materially breaches its obligations in this Agreement and such breach (if capable of being cured) is not cured within five (5) Business Days of the Investors' written notice of such breach to the Company.

15. Governing Law; WAIVER OF JURY TRIAL. This Agreement, and any disputes arising out of or related to this Agreement (whether for breach of contract, tortious conduct or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of laws principles. The Parties agree that jurisdiction and venue for any Legal Proceeding (as defined in Section 23) arising out of or related to this Agreement shall exclusively lie in the Court of Chancery of the State of Delaware or, if such Court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in the Federal courts of the United States, the Federal courts of the United States sitting in the State of Delaware, and any appellate court from any such state or Federal court. Each Party irrevocably waives any objection it may now or hereafter have to the laying of venue of any such Legal Proceeding, and irrevocably submits to personal jurisdiction in any such court in any such Legal Proceeding and hereby further irrevocably and unconditionally

waives and agrees not to plead or claim in any court that any such Legal Proceeding brought in any such court has been brought in any inconvenient forum. Each Party consents to accept service of process in any such Legal Proceeding by service of a copy thereof upon either its registered agent in the State of Delaware or the Secretary of State of the State of Delaware, with a copy delivered to it by certified or registered mail, postage prepaid, return receipt requested, addressed to it at the address set forth in Section 13. Nothing contained herein shall be deemed to affect the right of any Party to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

16. Entire Agreement. This Agreement, including the exhibits hereto, and the Confidentiality Agreement constitute the full and entire understanding and agreement among the Parties with regard to the subject matter of this Agreement and supersedes all prior agreements with respect to the subject matter of this Agreement.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable. The Parties further agree to replace such invalid or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the purposes of such invalid or unenforceable provision.

18. Amendment; Waiver. This Agreement may be modified, amended or otherwise changed only in a writing signed by all of the Parties. The rights of any Party under this Agreement may be waived only in a writing signed by each of the Parties waving such right. No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy, nor shall any single or partial waiver of any such right or remedy preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy.

19. Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall bind the successors and permitted assigns of the Parties, and inure to the benefit of any successor or permitted assign of any of the Parties; *provided, however*, that no Party may assign (directly or indirectly, including by operation of law) this Agreement without the prior written consent of the other Parties. Any purported assignment without the prior written consent of the other Parties shall be null and void. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any person other than the Parties to this Agreement and their respective successors and assigns.

20. Counterparts; Headings. This Agreement may be signed in any number of counterparts, each of which shall be an original, and which together shall constitute a single agreement. This Agreement shall become effective when each Party to this Agreement shall have received a counterpart of this Agreement signed by the other Parties to this Agreement. Counterparts delivered by electronic transmission shall be deemed to be originally signed

counterparts. The section headings contained in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

21. Interpretation and Construction. Each of the Parties acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same with the advice of said counsel. Each Party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the Parties shall be deemed the work product of all of the Parties and may not be construed against any Party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted or prepared it is of no application and is expressly waived by each of the Parties, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation. Whenever the words “including,” “include” or “includes” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “will” shall be construed to have the same meaning as the word “shall.” The words “dates hereof” will refer to the date of this Agreement. The word “or” is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented.

22. Fiduciary Duties. Nothing in this Agreement (including Section 3) shall be deemed to limit the exercise of the fiduciary duties of any director of the Company under Delaware law.

23. Certain Definitions: As used in this Agreement:

(a) the terms “Affiliate” and “Associate” have the respective meanings set forth in Rule 12b-2 promulgated by the SEC under the Exchange Act and shall include persons who become Affiliates or Associates of any person subsequent to the date of this Agreement; *provided* that the term “Associate” shall be limited to only those persons or entities a Party controls; *provided further*, that the term “Affiliate” shall not include any publicly-traded portfolio company of the Investors (unless such company is acting at the direction or encouragement of any one or more of the Investors or any of their Affiliates to engage in conduct prohibited by this Agreement);

(b) the terms “beneficial owner,” “beneficially owns” and “beneficial ownership” have the same meanings as set forth in Rule 13d-3 promulgated by the SEC under the Exchange Act;

(c) the term “Business Day” means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of New York are authorized or obligated to be closed by applicable law;

(d) the term “control” mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, contract, or otherwise;

(e) the term “Extraordinary Transaction” means any tender offer, exchange offer, merger, consolidation, acquisition, business combination, sale, recapitalization, restructuring, distribution, spin-off or other similar transaction or series of transactions with a third party that would result in the stockholders of the Company immediately prior to the transaction not controlling a majority of the voting power of the surviving entity controlling the Company immediately following the transaction, or the sale of all or substantially all of the Company’s assets;

(f) the term “Legal Proceeding” means any lawsuit, claim, or proceeding before any court;

(g) the term “Net Long Position” means such shares of Common Stock beneficially owned, directly or indirectly, that constitute such person’s net long position as defined in Rule 14e-4 under the Exchange Act mutatis mutandis;

(h) the terms “person” or “persons” means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature;

(i) the term “Representatives” means a Party’s directors, officers, employees, general partners, members, managers, consultants, legal or other advisors, agents and other representatives acting in a capacity on behalf of, in concert with or at the direction of such Party;

(j) the term “Short Interests” means any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called “stock borrowing” agreement or arrangement, engaged in, directly or indirectly, by such person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Company’s equity securities by, manage the risk of share price changes for, or increase or decrease the voting power of, such person with respect to the shares of any class or series of the Company’s equity securities, or that provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Company’s equity securities;

(k) the term “Standstill Period” means the period commencing on the date of this Agreement and ending on the earlier of (i) the date that is thirty (30) calendar days prior to the notice deadline under the Company’s Amended and Restated Bylaws for stockholders to submit stockholder nominations of director candidates for election to the Board at the 2026 Annual Meeting and (ii) one-hundred twenty (120) calendar days prior to the first anniversary of the 2025 Annual Meeting, it being understood that the Company shall be required to give sufficient advance written notice to the Investors in the event the Company determines to advance or delay the 2026 Annual Meeting, so that the Investors will continue to have no less than thirty (30) calendar days

to nominate at such meeting; *provided that*, the Standstill Period shall be automatically extended to the date that is the earlier of (A) the date that is thirty (30) calendar days prior to the notice deadline under the Company's Amended and Restated Bylaws for stockholders to submit stockholder nominations of director candidates for election to the Board at the 2027 Annual Meeting and (B) one-hundred twenty (120) calendar days prior to the first anniversary of the 2026 Annual Meeting if (x) the Company notifies the Investors and the First New Director in writing at least fifteen (15) calendar days prior to the expiration of the then current Standstill Period that the Board irrevocably offers to renominate the First New Director for election at the 2026 Annual Meeting and (y) each of the Investors and the First New Director agree to such renomination (it being understood and agreed that in the event that the First New Director does not agree to such renomination, the Company shall have no obligation to renominate the First New Director);

(l) the term "Stockholder Meeting" means each annual or special meeting of stockholders of the Company, or any action by written consent of the Company's stockholders in lieu thereof, and any adjournment, postponement, rescheduling or continuation thereof; and

(m) the term "Synthetic Equity Interests" means any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by such person, the purpose or effect of which is to give such person economic risk similar to ownership of equity securities of any class or series of the Company, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Company's equity securities, or which derivative, swap or other transactions provide the opportunity to profit from any increase in the price or value of shares of any class or series of the Company's equity securities, without regard to whether (i) the derivative, swap or other transactions convey any voting rights in such equity securities to such person, (ii) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such equity securities, or (iii) such person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed and delivered this Agreement as of the date first above written.


EAGLE PHARMACEUTICALS, INC.

By: Michael Graves
Name: Michael Graves
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed and delivered this Agreement as of the date first above written.


INVESTORS:

**NANTAHALA CAPITAL
MANAGEMENT, LLC**

By: 
Name: Daniel Mack
Title: Manager


**NANTAHALA CAPITAL PARTNERS
LIMITED PARTNERSHIP**

By: Nantahala Capital Management,
LLC, its General Partner

By: 
Name: Daniel Mack
Title: Manager

NCP RFM LP

By: Nantahala Capital Management,
LLC, its Investment Manager

By: 
Name: Daniel Mack
Title: Manager

RF GP LLC

DocuSigned by:
DANIEL MACK
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By: _____
Name: Daniel Mack
Title: Manager

NCP ER LLC

By: Nantahala Capital Management,
LLC, its Manager

DocuSigned by:
DANIEL MACK
1C515D1D11E540C...

By: _____
Name: Daniel Mack
Title: Manager

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WILMOT HARKEY

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DANIEL MACK
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DANIEL MACK

Exhibit A

Investors

Name	Ownership
Nantahala Capital Management, LLC	4,945,209 shares of Common Stock beneficially owned (consisting of the (i) 810,630 shares of Common Stock owned directly by Nantahala Partners, (ii) 647,971 shares of Common Stock owned directly by NCP RFM, (iii) 626,156 shares of Common Stock owned directly by NCP ER; and (iv) 2,860,452 shares of Common Stock held in certain separately managed accounts (the “Nantahala Managed Accounts”))
Nantahala Capital Partners Limited Partnership (“Nantahala Partners”)	810,630 shares of Common Stock directly beneficially owned
NCP RFM LP (“NCP RFM”)	647,971 shares of Common Stock directly beneficially owned
RF GP LLC	647,971 shares of Common Stock beneficially owned (consisting of the 647,971 shares of Common Stock owned directly by NCP RFM)
NCP ER LLC (“NCP ER”)	626,156 shares of Common Stock directly beneficially owned
Wilmot Harkey	4,945,209 shares of Common Stock beneficially owned (consisting of the (i) 810,630 shares of Common Stock owned directly by Nantahala Partners, (ii) 647,971 shares of Common Stock owned directly by NCP RFM, (iii) 626,156 shares of Common Stock owned directly by NCP ER; and (iv) 2,860,452 shares of Common Stock held in the Nantahala Managed Accounts
Daniel Mack	4,945,209 shares of Common Stock beneficially owned (consisting of the (i) 810,630 shares of Common Stock owned directly by Nantahala Partners, (ii) 647,971 shares of Common Stock owned directly by NCP RFM, (iii) 626,156 shares of Common Stock owned directly by NCP ER; and

	(iv) 2,860,452 shares of Common Stock held in the Nantahala Managed Accounts
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[Signature Page to Cooperation Agreement]

Exhibit B

Press Release



NOT For Immediate Release

Eagle Pharmaceuticals to Appoint Abhinav Jain to its Board of Directors

WOODCLIFF LAKE, N.J. — August 28, 2025 — Eagle Pharmaceuticals, Inc. (OTCMKTS: EGRX) (the “Company” or “Eagle”) today announced that it has agreed to appoint Abhinav “Abi” Jain as an independent member of its Board of Directors, subject to customary onboarding procedures. Mr. Jain will be a Class III director with an initial term expiring at the Company’s 2026 Annual Meeting of Stockholders and serve on the Board’s Compensation Committee and Nominating and Corporate Governance Committee. In connection with Mr. Jain’s planned appointment, Eagle entered into a cooperation agreement (the “Agreement”) with Nantahala Capital Management, LLC (together with its affiliates, “Nantahala”), a holder of approximately 38% of the Company’s outstanding shares. Pursuant to the Agreement, Eagle has also agreed to appoint a second new independent director to the Board of Directors no later than May 15, 2026.

“We look forward to welcoming Abi to our Board and to benefitting from his perspectives and experiences,” said Michael Graves, Chief Executive Officer of Eagle and Executive Chairman of the Board of Directors. “We believe Abi’s strategic insights will be beneficial as we continue the Company’s strategy to enhance value for our stakeholders.”

Mr. Jain is an Analyst at Nantahala, focused on investments in various sectors, including specialty and generic pharmaceuticals. Prior to joining Nantahala in 2019, Mr. Jain was an Associate at Angelo, Gordon & Co., an alternative asset manager based in New York from 2015-2017. At Angelo, Gordon & Co., Mr. Jain focused on private equity and structured credit investments. He graduated from Massachusetts Institute of Technology in 2012 with an S.B. in Chemical-Biological Engineering and from The Wharton School of the University of Pennsylvania in 2019 with an M.B.A. with honors in Finance and Entrepreneurial Management.

The Agreement includes customary standstill, voting and other related provisions. A copy of the Agreement will be made available on the Investor Relations section of Eagle’s website.

About Eagle Pharmaceuticals, Inc.

Eagle is a fully integrated pharmaceutical company with research and development, clinical, manufacturing and commercial expertise. Eagle is committed to developing innovative medicines that result in meaningful improvements in patients' lives. Eagle's commercialized products include PEMFEXY®, RYANODEX®, BENDEKA®, BELRAPZO®, TREAKISYM® (Japan), and BYFAVO® and BARHEMSYS® through its wholly owned subsidiary Acacia Pharma Inc. Eagle's oncology and critical care pipeline includes product candidates with the potential to address underserved therapeutic areas across multiple disease states, and the company is focused on developing medicines with the potential to become part of the personalized medicine paradigm in cancer care. Additional information is available on Eagle's website at www.eagleus.com.

Forward-Looking Statements

This press release contains "forward-looking statements" regarding future events or our future financial performance. Forward-looking statements are statements that are not historical facts. Words and phrases such as "anticipated," "forward," "will," "would," "could," "may," "intend," "remain," "regain," "maintain," "potential," "prepare," "expected," "believe," "plan," "seek," "continue," "goal," "estimate," and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to, statements with respect to Mr. Jain's appointment to the Board of Directors and the benefits thereof, the appointment of a second new independent director and the Company's ability to enhance value for its stakeholders. All such statements are subject to certain risks and uncertainties, many of which are difficult to predict and generally beyond the Company's control, which could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. Such risks and uncertainties include, but are not limited to: global economic and political conditions; the Company's reliance on third parties to manufacture commercial supplies of its products and clinical supplies of its product candidates; delay in or failure to obtain regulatory approval of the Company's or its partners' product candidates and successful compliance with Federal Drug Administration, European Medicines Agency and other governmental regulations applicable to product approvals; changes in the regulatory environment; the uncertainties and timing of the regulatory approval process; whether the Company can successfully market and commercialize its products; the success of the Company's relationships with its partners; changes in applicable laws and regulations; the limitations on trading of the Company's common stock related to the Company's trading on the OTC Expert Market; the impact on the price of the Company's common stock and the Company's reputation; the Company's ability to remediate material weaknesses in its internal control over financial reporting; the Company's ability to recruit, hire and retain key personnel; the ability of the Company to realize the anticipated benefits of its plan designed to improve operational efficiencies and realign its sales and marketing expenditures and the impacts thereof; the Company's reliance on third parties to manufacture commercial supplies of its products and clinical supplies of its product candidates; the impacts of geopolitical factors such as the conflicts between Russia and Ukraine and Hamas, Iran and Israel; delay in or failure to obtain regulatory approval of the Company's or its partners' product candidates and successful compliance with Federal Drug Administration, European Medicines Agency and other governmental regulations applicable to product approvals; changes in the regulatory environment; the uncertainties and timing of the regulatory approval process; whether

the Company can successfully market and commercialize its products; the success of the Company's relationships with its partners; the outcome of litigation and other legal proceedings and the risk of additional litigation and legal proceedings; the strength and enforceability of the Company's intellectual property rights or the rights of third parties; competition from other pharmaceutical and biotechnology companies and competition from generic entrants into the market; unexpected safety or efficacy data observed during clinical trials; clinical trial site activation or enrollment rates that are lower than expected; the risks inherent in drug development and in conducting clinical trials; risks inherent in estimates or judgments relating to the Company's critical accounting policies, or any of the Company's estimates or projections, which may prove to be inaccurate; and unanticipated factors in addition to the foregoing that may impact the Company's financial and business projections and may cause the Company's actual results and outcomes to materially differ from its estimates and projections. Readers are cautioned not to place undue reliance on these forward-looking statements. All forward-looking statements contained in this press release speak only as of the date on which they were made. Except to the extent required by law, the Company undertakes no obligation to update such statements to reflect events that occur or circumstances that exist after the date on which they were made.

Investor Relations Contact

Lisa M. Wilson

T: 212-452-2793

E: lwilson@insitecony.com

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Irrevocable Resignation

August 28, 2025

Board of Directors
Eagle Pharmaceuticals, Inc.
50 Tice Boulevard, Suite 315
Woodcliff Lake, New Jersey 07677

Re: Irrevocable Resignation

Ladies and Gentlemen,

This letter is delivered pursuant to Section 1(j) of the Cooperation Agreement, dated as of August 28, 2025 (the "Agreement"), by and between the Company and the Investors (as defined therein). Capitalized terms used herein but not defined shall have the meaning set forth in the Agreement.

I hereby irrevocably resign from my position as a director of the Company and from any and all committees of the Board on which I serve and from any other positions at the Company and its subsidiaries, subject to the Board's acceptance of this resignation, effective upon the earlier of the earlier of (x) such time as the Investors cease to maintain at any time after the date of the Agreement an aggregate Net Long Position above 30% of the Current Beneficial Ownership Position (as adjusted for any combinations, splits, recapitalizations or similar actions by the Company), and (y) such time as the Investors take any of the actions restricted by Sections 3(b)(A) or 3(b)(E) of the Agreement (whether such action is taken during or after the end of the Standstill Period).

This resignation is irrevocable and may not be withdrawn by me at any time.

Signed by:

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Name: Abhinav Jain