



CORPORATE FINANCE POLICY/PROCEDURE

POLICY/PROCEDURE NO. CFP-ITP-0001	INSIDER TRADING POLICY
VERSION 2.0	May 29, 2019
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I. PERSONS COVERED

This Insider Trading Policy of Eagle Pharmaceuticals, Inc. (the "**Company**") applies to all directors, officers, other employees and consultants of the Company and its subsidiaries. It also applies to their family members who reside with them, anyone else who lives in their households and any family members who do not live in their households but whose transactions in the Company's securities are directed by, or subject to, the influence or control of a director, officer, other employee or consultant of the Company.

II. PURPOSE AND POLICY

The purpose of this Insider Trading Policy is to clarify the circumstances under which trading in the stock of the Company or another publicly-traded company with which the Company has business dealings (each, a "**Third Party**") by the Company's directors, officers, other employees and consultants will result in civil liability and criminal penalties, as well as disciplinary action by the Company.

During the course of your employment or service with the Company, you may receive important information that is not yet publicly available, *i.e.*, not disclosed to the public in a press release or filing with the Securities and Exchange Commission ("**Inside Information**"), about the Company or a Third Party. Because of your access to this information, you may be in a position to profit financially by buying or selling or in some other way dealing in the Company's or a Third Party's stock, or to disclose such information to a third party who does so (known as a "**Tippee**").

It is illegal for anyone to use Inside Information to gain a personal benefit, or to pass on, or "tip," the information to someone who does so. There is no exception to this rule. Use of Inside Information to gain personal benefit and tipping are as illegal with respect to a few shares of stock as they are with respect to a large number of shares. You can be held liable both for your own transactions and for transactions effected by a Tippee, or even a Tippee of a Tippee. Furthermore, it is important that the *appearance* as well as the act of insider trading in stock be avoided.



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III. EXCEPTIONS

Please note that, generally, transactions directly with the Company, *i.e.*, option exercises or purchases under the Company's employee stock purchase plan, will not create problems. However, the subsequent sale or other disposition of such stock *is* fully subject to these restrictions. In addition, purchases or sales pursuant to a written plan that meets the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, may be made without restriction provided that the plan was adopted in accordance with Company policies.

Please note there are four (4) methodologies to exercise an option:

- 1) Exercise and hold. The option holder writes a check to the company for the strike price; the company issues to the option holder the gross number of shares. This does not constitute a trade.
- 2) Net withheld. The company issues to the option holder shares equal to the intrinsic value (*i.e.*, the in-the-money-ness) of the options. (Here the issuer is essentially effecting a share buyback). This does not constitute a trade.
- 3) Cashless exercise. The gross number of shares are sold into the market, with the company receiving that portion of the cash proceeds required to cover the strike, and the option holder receiving the residual cash proceeds. This constitutes a trade.
- 4) Sell to cover. The number of shares required to cover the strike are sold, the proceeds of that sale are retained by the issuer, and the residual shares are deposited into the option holder's account. This constitutes a trade.

IV. INSIDE INFORMATION

As a practical matter, it is sometimes difficult to determine whether you possess Inside Information. The key to determining whether nonpublic information you possess about a public company is Inside Information is whether dissemination of the information would be likely to affect the market price of the company's stock or would be likely to be considered important by investors who are considering trading in that company's stock. Certainly, if the information



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makes *you* want to trade, it would probably have the same effect on others. Both positive and negative information can be material. If you possess Inside Information about another company because of your position with Eagle, you must refrain from trading in that company's stock, advising anyone else to do so or communicating the information to anyone else until you know that the information has been disseminated to the public. "**Trading**" includes engaging in short sales, transactions in put or call options, hedging transactions and other inherently speculative transactions.

Additionally, you may not discuss material, nonpublic information about the Company with anyone outside the Company. This prohibition covers spouses, family members, friends, business associates, or persons with whom we are doing business (except to the extent that such persons are covered by a non-disclosure agreement and the discussion is necessary to accomplish a business purpose of the Company). You may not participate in "chat rooms" or other electronic discussion groups on the Internet concerning non-public activities of the Company or other companies with which the Company does business, even if you do so anonymously. You may never recommend to another person that he or she buy or sell our stock.

Although this is by no means an exhaustive list, information about the following items may be considered to be Inside Information until it is publicly disseminated:

- (a) regulatory developments, including developments with the United States Food and Drug Administration and Drug Enforcement Administration;
- (b) clinical developments;
- (c) financial results or forecasts;
- (d) major new products or processes;
- (e) establishment of, or developments in, strategic partnerships, joint ventures or similar collaborations;
- (f) communications with government agencies;
- (g) strategic plans;
- (h) potential mergers, acquisitions, tender offers or the sale of assets of the Company or a subsidiary thereof;
- (i) significant writeoffs;



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- (j) potential acquisitions of additional product candidates or technology;
- (k) notice of issuance of patents or the acquisition of other material intellectual property rights;
- (l) significant changes or developments in the biopharmaceutical industry or technological innovations;
- (m) new major contracts, orders, suppliers, customers, or finance sources, or the loss thereof;
- (n) significant changes or developments in supplies;
- (o) significant pricing changes;
- (p) events regarding the Company's securities (e.g., defaults on senior securities, calls of securities for redemption, repurchase plans, stock splits, public or private equity/debt offerings, or changes in Company dividend policies or amounts);
- (q) significant changes in control or senior management;
- (r) significant changes in compensation policy;
- (s) bankruptcies or receiverships;
- (t) actual or threatened major litigation, or a major development in or the resolution of such litigation; and
- (u) change in auditors or a notification that the Company can no longer rely on an auditor's report.

V. PROHIBITION OF SPECULATIVE TRADING

No person that is covered by this Policy may engage in short sales, transactions in put or call options, hedging transactions or other inherently speculative transactions with respect to the Company's stock at any time. In addition, no such person may margin, or make any offer to margin, any of the Company's stock, including without limitation, borrowing against such stock, at any time unless approved by the Company in advance.

VI. WINDOW PERIOD POLICY

A separate policy known as the Company's Window Period Policy is applicable to all individuals that are subject to this Insider Trading Policy. The Window Period Policy: limits



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transactions in the Company's stock to defined time periods following public dissemination of quarterly and annual financial results; and requires notification and authorization by the General Counsel and Chief Financial Officer prior to engaging in transactions in the Company's stock and observe other restrictions designed to minimize the risk of apparent or actual insider trading.

VII. APPLICATION

Anyone who effects transactions in the Company's or a Third Party's stock (or provides information to enable others to do so) on the basis of Inside Information is subject to both civil liability and criminal penalties, including imprisonment, as well as disciplinary action by the Company, up to and including termination for cause.

This Insider Trading Policy will continue to apply to your transactions in the Company's or a Third Party's stock even after your employment or service with the Company has terminated. If you are in possession of material nonpublic information when your employment or service terminates, you may not trade in the Company's stock until the information has become public or is no longer material.

A director, officer, other employee or consultant who has questions about these matters should speak to the Company's Chief Financial Officer or General Counsel.

Any director, officer, other employee or consultant of the Company who knows of or suspects a violation of this Insider Trading Policy should report the violation immediately to the Company's Chief Compliance Officer or through the Company's compliance hotline at 855-679-2699 or by submitting a message through the Secure Web Form found at: <http://www.openboard.info/EGRX/>. The Company and its subsidiaries will comply with all requests from the Securities and Exchange Commission, the Nasdaq Stock Market, Inc. and other agencies for information related to insider trading investigations.



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POLICY HISTORY

VERSION NUMBER	EFFECTIVE DATE	REVISION DESCRIPTION
1.0	November 20, 2015	Original Policy/Procedure (footer: 140315 v2/BN)
2.0	May 29, 2019	Periodic review; and updates to format to bring in line with format of other Corporate Policies

EAGLE PHARMACEUTICALS, INC. INSIDER TRADING POLICY	
Version: 2.0	
Effective Date: May 29, 2019	
<p>DocuSigned by: <i>Michael Cordera</i> F9C76D7F439A49E...</p> <p>Michael W. Cordera Chief Compliance Officer Chairperson - Corporate Compliance Committee</p> <p>DocuSigned by: <i>Adrian Hepner</i> 1AD4FB411FAD481...</p> <p>Adrian Hepner Chief Medical Officer Member - Corporate Compliance Committee</p> <p>DocuSigned by: <i>David Pernock</i> 64C2ED124F104F9...</p> <p>David Pernock President & Chief Operating Officer Member - Corporate Compliance Committee</p> <p>DocuSigned by: <i>Pete Meyers</i> D9B629B88511494...</p> <p>Pete A. Meyers CFO Member - Corporate Compliance Committee</p>	<p style="text-align: center;">APPROVED BY:</p> <p style="text-align: right;">5/31/2019 7:06 AM PDT</p> <p>Date</p> <p style="text-align: right;">5/29/2019 1:45 PM PDT</p> <p>Date</p> <p style="text-align: right;">5/31/2019 7:22 AM PDT</p> <p>Date</p> <p style="text-align: right;">5/29/2019 10:28 AM PDT</p> <p>Date</p>

Certificate Of Completion

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Source Envelope:	
Document Pages: 6	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Theodora Bonelli
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	50 Tice Blvd
	Suite 315
	Woodcliff Lake, NJ 07677
	tbonelli@eagleus.com
	IP Address: 198.46.109.68


Record Tracking

Status: Original	Holder: Theodora Bonelli	Location: DocuSign
5/29/2019 10:17:38 AM	tbonelli@eagleus.com	

Signer Events

Adrian Hepner
 ahepner@eagleus.com
 CMO
 Eagle Pharmaceuticals
 Security Level: Email, Account Authentication (None)

Signature

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 Using IP Address: 107.77.202.168
 Signed using mobile

Timestamp

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 Signed: 5/29/2019 1:45:55 PM

Electronic Record and Signature Disclosure:
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David Pernock
 dpernock@eagleus.com
 President & COO
 Security Level: Email, Account Authentication (None)

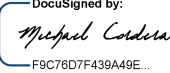
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 Signed: 5/31/2019 7:22:44 AM

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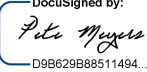
Michael Cordera
 mcordera@eagleus.com
 Executive Vice President, General Counsel
 REPLACE AS TEXT FIELD (no CO FIELD)
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F9C76D7F439A49E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.46.109.68

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 Signed: 5/31/2019 7:06:59 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Pete Meyers
 pmeyers@eagleus.com
 CFO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 198.46.109.68

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 Signed: 5/29/2019 10:28:00 AM

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Mary Moore mmoore@eagleus.com Executive Assistant Eagle Pharmaceuticals, Inc Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/31/2019 7:22:45 AM
Shannon Harrington sharrington@eagleus.com Executive Assistant Eagle Pharmaceuticals, Inc Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/31/2019 7:22:45 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/31/2019 7:22:45 AM
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Completed	Security Checked	5/31/2019 7:22:45 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Eagle Pharmaceuticals, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Eagle Pharmaceuticals, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dcolarte@iSectra.com

To advise Eagle Pharmaceuticals, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dcolarte@iSectra.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Eagle Pharmaceuticals, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dcolarte@iSectra.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Eagle Pharmaceuticals, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dcolarte@iSectra.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Eagle Pharmaceuticals, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Eagle Pharmaceuticals, Inc. during the course of my relationship with you.