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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): November 13, 2024**

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**Jaguar Health, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-36714**  
(Commission File Number)

**46-2956775**  
(IRS Employer  
Identification No.)

**200 Pine Street  
Suite 400  
San Francisco, California**  
(Address of Principal Executive Offices)

**94104**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (415) 371-8300**

(Former Name or Former Address, if Changed Since Last Report)

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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 \$0.0001 Per Share	JAGX	The Nasdaq Stock 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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On November 13, 2024, Jaguar Health, Inc. (the “Company”) entered into an amendment (the “Fourth ATM Amendment”) with Ladenburg Thalmann & Co. Inc. (“Ladenburg”) and Lucid Capital Markets, LLC (“Lucid” and, together with Ladenburg, the “Managers”) to that certain At the Market Offering Agreement, dated December 10, 2021 between the Company and Ladenburg (as amended by those certain amendments on February 2, 2022, May 23, 2024, July 17, 2024 and by the Fourth ATM Amendment, the “Agreement”). Pursuant to the Fourth ATM Amendment, the term during which Lucid shall continue to serve as a Manager under the Agreement shall be extended retrospectively from September 30, 2024 to November 30, 2024, unless further extended by the parties to the Agreement. If not otherwise amended or extended, then after November 30, 2024 Ladenburg will be the sole Manager, and Lucid shall no longer be a Manager, under the Agreement.

Also on November 13, 2024, the Company filed a supplement with the Securities and Exchange Commission to the Company’s prospectus supplement dated May 23, 2024 and the accompanying prospectus, dated May 1, 2024 relating to the Fourth ATM Amendment.

The foregoing description of Fourth ATM Amendment is not complete and is qualified in its entirety by reference to the full text of Fourth ATM Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

This Current Report on Form 8-K shall not constitute an offer to sell or a solicitation of an offer to buy any securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Fourth ATM Amendment, dated November 13, 2024, to ATM Agreement by and among Jaguar Health, Inc., Ladenburg Thalmann &amp; Co. Inc. and Lucid Capital Markets, LLC.</a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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**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.

JAGUAR HEALTH, INC.

Date: November 13, 2024

By: /s/ Lisa A. Conte

Lisa A. Conte

President and Chief Executive Officer

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Jaguar Health, Inc.  
200 Pine Street, Suite 400  
San Francisco, CA 94104  
Attn: Lisa A. Conte, President & CEO

Dear Ms. Conte:

Reference is made to the At The Market Offering Agreement, dated as of December 10, 2021 (the "ATM Agreement"), between Jaguar Health, Inc. (the "Company") and Ladenburg Thalmann & Co., Inc. (the "Ladenburg"), as amended by way of letter agreements dated February 2, 2022, May 23, 2024 and July 17, 2024. This letter amendment (the "Amendment") constitutes an agreement among the Company, Ladenburg and Lucid Capital Markets, LLC ("Lucid" and together with Ladenburg, the "Managers") to amend the ATM Agreement to confirm the extension of the term during which Lucid will continue to serve as a Manager and agent pursuant to the ATM Agreement, as more fully set forth herein. Defined terms that are used but not defined herein shall have the meanings ascribed to such terms in the ATM Agreement.

1. By way of this Amendment, the parties confirm and agree that the term during which Lucid shall continue to serve as a Manager shall be extended retrospectively from September 30, 2024 to November 30, 2024, unless further extended by the parties hereto. If not otherwise amended or extended, then after November 30, 2024 Ladenburg will be the sole Manager, and Lucid shall no longer be a Manager, under the ATM Agreement. No provision of this Amendment may be waived, modified, supplemented or amended except in a written instrument signed by the Company, Ladenburg and Lucid.
2. The Company, Ladenburg and Lucid hereby agree that the date of this Amendment shall be a Representation Date under the ATM Agreement (provided, however, that the deliverables under Section 4(m) of the ATM Agreement shall not be required on the date of this Amendment) and the Company shall file a Prospectus Supplement with the Commission on the date hereof.
3. In connection with the amendments to the ATM Agreement set forth herein, the Company shall reimburse Ladenburg for the fees and expenses of Ladenburg's counsel in an amount not to exceed \$2,500, which shall be paid on the date hereof, such amount to be inclusive of the expenses incurred in the due diligence session with respect to the Representation Date hereof.
4. The Company, Ladenburg and Lucid, by the execution of this Amendment, hereby consent to the amendments, modifications and supplements to the ATM Agreement contemplated herein.
5. Except as set forth above, no other amendments to the ATM Agreement are intended by the parties hereto, are made, or shall be deemed to be made, pursuant to this Amendment, and all provisions of the ATM Agreement, including all exhibits thereto, unaffected by this Amendment shall remain in full force and effect.
6. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the ATM Agreement.
7. This Amendment may be executed in two or more counterparts and by facsimile or ".pdf" signature or otherwise, and each of such counterparts shall be deemed an original and all of such counterparts together shall constitute one and the same agreement.

*[remainder of page intentionally left blank]*

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In acknowledgment that the foregoing correctly sets forth the understanding reached by the parties, please sign in the space provided below, whereupon this Amendment shall constitute a binding amendment to the ATM Agreement as of the date indicated above.

Very truly yours,

**LADENBURG THALMANN & CO., INC.**

By: /s/ Nicholas Stergis  
Name: Nicholas Stergis  
Title: Managing Director Investment Banking

**LUCID CAPITAL MARKETS, LLC**

By: /s/ Vlad Ivanov  
Name: Vlad Ivanov  
Title: Managing Director

Accepted and Agreed:

**JAGUAR HEALTH, INC.**

By: /s/ Lisa Conte  
Name: Lisa Conte  
Title: President and CEO

[SIGNATURE PAGE TO JAGX AMENDMENT TO  
ATM AGREEMENT]

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