

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

FORM 8-K

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

Date of Report (Date of earliest event reported): **May 12, 2020**

JAGUAR HEALTH, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-36714
(Commission File Number)

46-2956775
(IRS Employer Identification No.)

**201 Mission Street, Suite 2375
San Francisco, California**
(Address of principal executive offices)

94105
(Zip Code)

Registrant's telephone number, including area code: **(415) 371-8300**

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 (see General Instruction A.2. below):

- 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))

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.

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 Capital Market

Item 8.01 Other Events.

On May 12, 2020, Jaguar Health, Inc. (the “Company”) and Napo Pharmaceuticals, Inc. (“Napo”), a wholly-owned subsidiary of the Company, entered into an accounts receivable purchase agreement (the “Purchase Agreement”) with Oasis Capital, LLC (“Purchaser”), pursuant to which Purchaser may from time to time in its discretion purchase accounts receivable of the Company or Napo on a recourse basis at a purchase price equal to 37.5% of the face amount of each of the purchased accounts (“Purchase Price”). With respect to a purchased account, in the event Purchaser receives more than an amount equal to the sum of (i) the face amount of such purchased account multiplied by 0.0545 and (ii) the Purchase Price (such amount, the “Threshold Price”) from collection on such purchased account, then Purchaser will return any such excess overage amount (the “Overage”) to Company or Napo, as applicable, within five days after Purchaser’s receipt thereof. The Company and Napo will service and administer the purchased accounts receivable for Purchaser.

In the event Purchaser does not receive at least the Threshold Price for a purchased account on or before such account becomes due and payable, Company and Napo will, at Purchaser’s election, be obligated to either (i) pay the difference between the Threshold Price and the amount received by Purchaser for such account (the “Shortfall”) within 30 days thereof, (ii) assign or transfer to Purchaser additional accounts receivable with a Purchase Price equal to (A) the Shortfall plus (B) an amount equal to 25% of the Shortfall (the “Additional Amount”).

Under the terms of the Purchase Agreement, Purchaser initially agreed to purchase certain accounts receivable with a face amount of \$2,753,639 from Napo for a Purchase Price of \$1,032,000 and a Threshold Price of \$1,182,000, which purchase was effectuated pursuant to an assignment agreement, dated May 12, 2020, between Napo and Purchaser (the “Assignment Agreement”).

The initial term of the Purchase Agreement is one year, which will automatically renew for successive one-year periods unless notice of non-renewal is provided by the Company at least 30 days prior to the expiration of a term. Notwithstanding the foregoing, either Purchaser or the Company may terminate the Purchase Agreement on 60 days’ prior written notice. Under the Purchase Agreement, Purchaser is entitled to a transaction fee of \$25,000 and may be entitled to additional transaction fees to the extent Purchaser acquires additional accounts receivable under the Purchase Agreement, which fees will not exceed \$5,000 per transaction.

Pursuant to the Purchase Agreement, the prior written consent of Purchaser is required for (i) any material change in the beneficial ownership of the Company or Napo resulting in a change of control thereof and (ii) any sale, lease, transfer or other disposition of all or substantially all of the Company or Napo’s property or assets or the consolidation or merger of the Company or Napo with any corporation or other entity. Purchaser also has a right of first offer with respect to any sale, financing or factoring arrangement involving the accounts of the Company or Napo. The Company and Napo have also agreed to indemnify Purchaser for certain losses incurred by Purchaser by reason of the Purchase Agreement or pertaining to any purchased accounts receivable.

The foregoing descriptions of the Purchase Agreement and the Assignment Agreement are not complete and are qualified in their entirety by reference to the full text of the Purchase Agreement and the Assignment Agreement, respectively, which are filed as Exhibits 10.1 and 10.2, respectively, to this report and are incorporated by reference herein.

On May 13, 2020, the Company issued a press release announcing the effectuation of the transactions contemplated under the Purchase Agreement and the Assignment Agreement. A copy of the press release is furnished as Exhibit 99.1 of this report.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<u>10.1</u>	<u>Purchase Agreement, dated May 12, 2020, by and among Jaguar Health, Inc., Napo Pharmaceuticals, Inc. and Oasis Capital, LLC.</u>
<u>10.2</u>	<u>Assignment Agreement, dated May 12, 2020, by and between Napo Pharmaceuticals, Inc. and Oasis Capital, LLC.</u>
<u>99.1</u>	<u>Press Release, dated May 13, 2020.</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

JAGUAR HEALTH, INC.

Date: May 20, 2020

By: /s/ Lisa A. Conte

Name: Lisa A. Conte

Title: Chief Executive Officer & President

ACCOUNTS RECEIVABLE PURCHASE AGREEMENT

THIS ACCOUNTS RECEIVABLE PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 12, 2020, is entered into between JAGUAR HEALTH, INC., a Delaware corporation, NAPO PHARMACEUTICALS, INC., a Delaware corporation (collectively, jointly and severally, the "**Company**"), and OASIS CAPITAL, LLC, a Puerto Rico limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Company is engaged in the pharmaceutical business and sells and delivers merchandise to customers on trade credit that generates accounts receivable;

WHEREAS, Company wishes to sell certain of its accounts receivable to obtain operating capital for its business and for other purposes; and

WHEREAS, Purchaser is willing to purchase certain of Company's accounts receivable according to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of Accounts Receivable.

(a) Company agrees to assign and sell to Purchaser as absolute owner (i) certain of its present and future Accounts Receivable (as defined in Section 1(b)), (ii) upon Purchaser's election all of Company's interest in the goods represented by the Accounts Receivable, including goods that may be returned by Company's customers ("**Customers**"), and (iii) all of its rights against third parties with respect to the Accounts Receivable. Purchaser agrees to purchase certain of the Accounts Receivable in accordance with the terms of this Agreement. The assignment and sale of the Accounts Receivable shall be further evidenced by an Assignment Agreement to be executed in connection with this Agreement.

(b) "**Accounts Receivable**" means certain "accounts" (as that term is defined in the Uniform Commercial Code in effect from time to time in the State of New York ("UCC")), contract rights, documents, notes, drafts, and other obligations owed to or owned by Company arising from the sale of goods or the rendering of services by Company in connection with the Accounts Receivable, all general intangibles, rights, warranties, indemnities, insurance benefits, and all other rights relating to these obligations, all proceeds of these obligations, all guaranties for these obligations, and, upon Purchaser's election, all goods represented by these obligations. The initial Accounts Receivable that are the subject of this Agreement are described on attached Exhibit A. The Customer with respect to the Accounts Receivables that are described on attached Exhibit A is Cardinal Health 105, Inc.

(c) "**Future Accounts Receivable**" means those accounts that may in the future be purchased by Purchaser in accordance with the terms of this Agreement. Any Future Accounts Receivable that Purchaser agrees to purchase will be subject to the comparable terms and provisions of this Agreement in the same manner as Purchaser's purchase of the Accounts Receivable. If Purchaser notifies Company in writing that a purchase is approved with respect to Future Accounts Receivable, the related Future Accounts Receivable shall constitute an "**Approved Receivable**".

(d) "Company Accounts" means all "accounts" of the Company.

(e) "Maturity Date" means, with respect to any Accounts Receivable, the date on which such Accounts Receivable becomes due and payable as set forth in the applicable invoice.

2. **Dispute and Company Indemnity.**

(a) Upon the occurrence of any Dispute, upon Purchaser's election, the applicable Accounts Receivable shall automatically revert to Company. "Dispute" means any dispute, deduction, defense, claim, or counterclaim of any kind by a Customer against Company relating to goods or services giving rise to an Account Receivable.

(b) Company acknowledges that Purchaser has not made, and does not make, any form of warranty or representation whatsoever in connection with the sale of goods, products or services related to any of the Accounts Receivable. Under no circumstances will Purchaser have any form of liability in any way associated with the goods, products and/or services rendered in connection with the Accounts Receivable.

(c) Company hereby agrees to indemnify and hold harmless Purchaser, and Purchaser's respective officers, directors, employees, members, managers, representatives and agents (each, an "Indemnitee") in respect of any and all actions, suits, claims, agreements, liabilities, damages, costs, expenses (including reasonable attorneys' fees and costs in all trial, appellate, bankruptcy and post-judgment proceedings), executions and demands whatsoever, whether same be liquidated or unliquidated, contingent or fixed, matured or unmatured, known or unknown, foreseen or unforeseen, whether same be at law or in equity, and whether or not well-founded in fact or in law, which any Indemnitee may be subjected to, incur or pay by reason of this Agreement or any matters pertaining to any of the Accounts Receivable (collectively, "Indemnified Liabilities"); provided, Company shall not have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities arise from the gross negligence or willful misconduct of such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

3. **Sales Giving Rise to Accounts Receivable.**

(a) Company shall provide Purchaser with a copy of each invoice and all other documentation with Customers that pertain to the Accounts Receivable.

(b) Company shall provide each applicable Customer with written notice satisfactory to Purchaser that the Accounts Receivable have been sold and assigned to Purchaser and is payable to the DACA Account, as hereinafter defined.

(c) If any Accounts Receivable are paid to Company, Company shall hold such remittances as Purchaser's property and shall immediately deliver them to Purchaser in the form in which they were received. Purchaser shall have the right to endorse Company's name on all such remittances.

(d) Company shall maintain at its office complete and accurate records of all sales to Customers, including copies of invoices and shipping receipts. Such records shall reflect the sale of Accounts Receivable to Purchaser and Purchaser's ownership of Accounts Receivable. Such records shall be available for Purchaser's inspection on reasonable request.

4. **Purchaser's Payment for Accounts Receivable; True Up; Overage.**

(a) The "**Purchase Price**" for the Accounts Receivable is \$1,032,000, which amount is derived by adding the gross amount of invoices 167 to 176, as reflected on attached Exhibit A, and multiplying such amount by 0.375 (i.e., providing for a 62.5% discount in the face value of such Accounts Receivable).

(b) The Purchase Price for Future Accounts Receivable shall be calculated in the same manner as the Purchase Price described in Section 4(a) above.

(c) The "**Threshold Price**" with respect to the Accounts Receivable evidenced by invoices 167 to 176 is \$1,182,000 (which is a rounded number derived by multiplying the gross amount by 0.0545 and adding the result to the Purchase Price). The term "**Shortfall**" shall mean the amount equal to the Threshold Price minus amounts received by Purchaser for the Accounts Receivable. For example, if Purchaser receives \$1,082,000 in connection with the Accounts Receivable by the Maturity Date, the Shortfall would be \$100,000. In the event Purchaser does not receive the Threshold Price for all Accounts Receivable on or before the Maturity Date (which for the Accounts Receivable evidenced by invoices 167 to 176 shall be July 10, 2020), Company, upon Purchaser's election, will be obligated to either:

(i) pay the Shortfall to Purchaser within 30 days after Purchaser's written election; or

(ii) assign and transfer to Purchaser "**Shortfall Accounts**" which shall mean Approved Receivables in an amount equal to the face amount of such Approved Receivables multiplied by 0.375, plus an amount equal to 25% of the Shortfall. For example, if the Shortfall is \$100,000, Company, upon Purchaser's election, will assign to Purchaser Approved Receivables in the amount of \$291,667 (i.e., Approved Receivables with a face amount of \$266,667, plus \$25,000). Under this example, any Overage as detailed in Section (d) below would equal any amount received on the Accounts Receivable and the Approved Receivables in excess of \$125,000; or

(iii) reach an agreement with Company to purchase Approved Receivables for a purchase price in the manner as calculated in accordance with Section 4(a) above, minus an amount equal to the Shortfall multiplied by 1.25. For example, if Purchaser and Company agree upon Acceptable Receivables with a face amount of \$1,000,000, then Purchaser would pay to Company the sum of \$275,000 as the purchase price for such Approved Receivables (calculated as follows: \$1,000,000 multiplied by 0.375, resulting in an amount equal to \$375,000, minus \$125,000, resulting in an amount equal to \$250,000). In the event the parties reach an agreement as detailed in this subsection (iii), the parties will amend this Agreement to address the purchase of Approved Receivables, which would provide for, among other provisions, that Purchaser's receipt of any Approved Receivables would be applied first to any Shortfall plus the 25% margin as described herein, then towards the Threshold Amount established for the new Approved Receivables in the manner as calculated in this Agreement.

(d) In the event Purchaser receives more than the Threshold Price from collection on the Accounts Receivable, then Purchaser will return any such excess overage amount ("**Overage**") to Company within 5 days after Purchaser's receipt thereof. In the event Company collects such Accounts Receivable on behalf of Purchaser, then Company will be entitled to retain any such overage amount.

5. **Transaction Fee. Company agrees to pay to Purchaser \$25,000 as a transaction fee**, a portion of which may be applied by Purchaser for the fees and costs of preparation of this Agreement and documents executed in connection herewith and other transaction costs related to this Agreement. Company agrees that Purchaser may deduct this transaction fee from the Purchase Price to be paid to Company. Purchaser shall also have the right to charge additional transaction fees in connection with any True Up and any other Approved Receivable, not to exceed \$5,000 per incident.

6. **Collection and Servicing.**

(a) Purchaser hereby appoints Company to be its agent and servicer for monitoring and collecting the Accounts Receivable subject to the terms of this Agreement. Company shall perform its duties in a commercially reasonable manner and agrees that Company will not commence any legal action with respect to such servicing and collection efforts and shall not terminate, discharge, discount or write off any Accounts Receivable without Purchaser's prior written consent.

(b) In connection with this Agreement, Purchaser and Company intend on executing and delivering a certain Deposit Account Control Agreement with Western Alliance Bank and to create a deposit account in connection therewith (the "**DACA Account**"). Purchaser will instruct the Customers to coordinate payments directly to the DACA Account. Company acknowledges that the indemnification set forth in Section 2(c) of this Agreement will cover any actions, liabilities, damages, costs and expenses that Purchaser may incur in connection with such Deposit Account Control Agreement. Company will use its best efforts to provide a fully executed Deposit Account Control Agreement and open the DACA Account on or before May 20, 2020.

7. **Company's Account; Monthly Statements; Reserves.** Purchaser shall maintain on its books and records a record of Purchaser's transactions with Company and its Customers under this Agreement ("**Company's Records**"). Company's Records shall include, without limitation:

(a) the amount of Accounts Receivable assigned to Purchaser and the outstanding balance thereof on an invoice-by-invoice basis;

(b) a record of Customer activity in respect of Accounts Receivable and Company Accounts, including aging of unpaid Accounts Receivable, payment history, Disputes, returns, and discounts and allowances claimed by, and granted to, Customers;

(c) all other credits and debits under this Agreement; and

(d) such other Company Records pertaining to the Accounts Receivable and/or Future Accounts Receivable as reasonably requested by Purchaser.

8. **Representations, Warranties, and Covenants.** Company represents and warrants, as of the date hereof and as of the date of assignment and sale of each Approved Receivable to Purchaser, and covenants to Purchaser that:

(a) All Accounts Receivable are, and as of the time of assignment and sale to Purchaser, will be (i) bona fide obligations of Customers arising out of the sale of goods or the rendering of services in the ordinary course of business, (ii) owned by Company, and (iii) without any Dispute.

(b) Company is, and will remain during the term of this Agreement, (i) duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, and (ii) duly authorized to carry on its business, and to execute, deliver, and perform its obligations under this Agreement. Company's execution, delivery, and performance of this Agreement does not and will not breach any other agreement to which it is a party, and does not require the consent of any third party, other than Chicago Venture Partners, L.P. who is required to release its security interest in the Accounts Receivable. Company is now solvent, and will remain solvent at all times during the term of this Agreement. Company shall not change the general character of its business as conducted on the date hereof.

(c) Company shall promptly notify Purchaser of any Dispute. Company shall, upon providing Purchaser with at least 10 days' prior written notice, settle all Disputes at its own expense, including attorneys' fees and costs. Notwithstanding the foregoing, Company shall not settle any such Dispute that might otherwise have an adverse impact on Purchaser or on collection of the full amount of the Accounts Receivable without Purchaser's prior written consent. If any Dispute is not settled by Company within 60 days after maturity of the invoice, or within any shorter period specified by Purchaser, Purchaser in its sole discretion may pursue collection and/or litigate such Dispute, or may settle or compromise such Dispute in Company's name and for Company's account on such terms as Purchaser deems reasonable.

(d) Except as otherwise provided in Section 8(b), the Accounts Receivable are not subject to any prior assignment, claim, defense, counterclaim, right of setoff, discount, lien or security interest, and Company will not make any further sale or assignment thereof or create any security interest or lien therein, nor permit its rights therein to be reached by attachment, levy, garnishment or other judicial process. Company acknowledges that it has no right to, and shall not, assign, factor, sell, pledge, encumber, or convey all or any part of the Accounts Receivable, or any interest therein.

(e) Other than what has been publicly disclosed, there is no material litigation involving Company or pending against Company, or to the knowledge of Company threatened, before any court or governmental authority, agency or arbitration authority which would jeopardize the Company or the Accounts Receivable. To the knowledge of Company, there is no material litigation involving or pending against any of the Customers before any court or governmental authority, agency or arbitration authority which would jeopardize or impair Purchaser's ability to receive payment in full with respect to the Accounts Receivable. Company has no knowledge of any events, occurrences or developments, that, have, or after the passage of time could reasonably be expected to have, individually or in the aggregate, any material adverse effect or impact upon Company, or any of the Customers, or that might otherwise jeopardize or impair Purchaser's ability to receive payment in full in connection with the Accounts Receivable.

(f) Company will at all times keep accurate and complete records and accounts concerning all Accounts Receivable and Company Accounts, and will submit to Purchaser, in form normally maintained by Company as of the date hereof, at such times as Purchaser may require, reconciliations of Accounts Receivable which set forth the total amount due with respect to the Accounts Receivable. Company shall deliver to Purchaser at Purchaser's request, no later than the 15th day of each month during the term of this Agreement, a detailed aging of the Accounts Receivable. Company has maintained, and will continue to maintain, its books and records in accordance with commercially reasonable business practices.

(g) Purchaser, or any of its agents, shall have the right to call at Company's place or places of business at intervals to be determined by Purchaser, and without hindrance or delay upon reasonable prior notice, to inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Company Accounts and the Accounts Receivable.

(h) No notice of the bankruptcy, insolvency or financial embarrassment of any Customer of the Accounts Receivable has been received (upon Company's receipt of any such notice, it will immediately give Purchaser written advice thereof).

(i) Company shall defend the title to the Accounts Receivable against all persons and against all claims and demands whatsoever and shall keep the Accounts Receivable free and clear of any and all liens, claims, charges, rights of setoff, encumbrances, taxes and assessments. Company shall not have the right to terminate, discharge, discount or write off any Accounts Receivable without the prior written consent of Purchaser.

(j) Company shall not take any action in connection with the Accounts Receivable which would impair the value of the interest or rights of Purchaser thereunder or which would impair the interest or rights of Purchaser arising as the result of this Agreement.

(k) Company shall promptly notify Purchaser in writing of any litigation, governmental investigations or criminal prosecutions involving the Accounts Receivable, any of the Customers, any of Company's facilities owned or operated by Company, or any entities affiliated with Company.

(1) Except to the extent permitted under Section 12(j), any public filing, release or announcement concerning this Agreement or the transactions contemplated hereby shall require Purchaser's prior written consent.

(m) From time to time, at Company's expense, Company will, subject to existing law, promptly execute and deliver all further instruments, conveyances and documents, and take all further action, that may be necessary or desirable, or that Purchaser may request, in order to perfect and protect the sale, transfers and assignment of the Accounts Receivable or to enable Purchaser to exercise and enforce its rights and remedies hereunder with respect to any Accounts Receivable. Company shall fully cooperate in correcting any errors or omissions in this Agreement, and any other documents executed in connection with this Agreement, if deemed necessary or desirable by Purchaser.

9. **Right of First Offer.** With respect to any Future Accounts Receivable, including, but not limited to, Company Accounts that Company desires to sell, finance or factor, Purchaser will have the prior exclusive right to the purchase of such Company Accounts under the same terms as contemplated in this Agreement. Accordingly, prior to any future sale, finance or factor of any of the Company Accounts, Company shall provide Purchaser with at least 30 days' prior written notice to enable Purchaser to evaluate and purchase such Company Accounts.

10. **Events of Default and Remedies.**

(a) The occurrence of any of the following events or conditions shall constitute an "**Event of Default**":

(i) Purchaser does not receive payment in full of any Account Receivable purchased by Purchaser within 90 days after the date of the invoice that pertains to the applicable Accounts Receivable;

(ii) any representation or warranty made or deemed made by Company under this Agreement proves to have been false or misleading in any material respect on or as of the date made or deemed made;

(iii) Company fails to perform or observe any covenant, term, condition, or agreement contained in this Agreement, and such failure continues unremedied for 15 days after written notice by Purchaser to Company;

(iv) Company commences any case or proceeding seeking relief under any existing or future bankruptcy law;

(v) there is commenced against Company any case or proceeding under any existing or future bankruptcy law which remains undismissed, undischarged, or unstayed for 60 days;

(vi) Company is unable, or admits in writing its inability, to pay its debts as they become due;

(vii) there occurs a material change in the beneficial ownership of Company resulting in a change of control of Company without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed; or

(viii) Company sells, leases, transfers, or otherwise disposes of all or substantially all of its property or assets, or consolidates with or merges into or with any corporation or other entity without the prior written consent of Purchaser, which consent will not be unreasonably withheld or delayed.

(b) If an Event of Default occurs and is continuing, then:

(i) Purchaser may, by notice to Company, declare this Agreement terminated; and

(ii) Purchaser may exercise all the rights and remedies available at law or in equity.

(c) During the continuance of any Event of Default under this Agreement, Purchaser shall have the right to notify the Customers obligated on any or all Accounts Receivable to make payment directly to Purchaser, and to take control of the cash and non-cash proceeds of any such Accounts Receivable, with full power to settle or compromise disputed claims on the Accounts Receivable, which right Purchaser may, upon providing Company with 10 days' prior written notice, exercise at any time whether or not Company is then in default or was previously making collections thereon. Until such time as Purchaser elects to exercise this right by serving upon Company written notice thereof, Company is authorized to collect the Accounts Receivable on behalf of Purchaser and remit the same to Purchaser in accordance with the terms of this Agreement. The costs of collection and enforcement, including attorneys' fees and out-of-pocket expenses, shall be borne solely by Company, whether the same are incurred by Purchaser or Company. In that the Accounts Receivable are owed by Purchaser and "serviced" by Company, Company, subject to applicable laws, hereby appoints Purchaser as its irrevocable attorney-in-fact to appear in any action and/or to collect any of the Accounts Receivable.

(d) The parties agree that irreparable damage may occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

11. **Term and Termination.**

(a) This Agreement shall be effective as of the date first written above and shall continue in full force and effect until May 31, 2021, unless earlier terminated as provided in Section 11(b). Unless Company provides written notice of termination to Purchaser no less than thirty (30) days prior to an anniversary date, this Agreement shall be automatically extended for one-year terms on each anniversary of the effective date (each such anniversary, an "**Anniversary Date**") until terminated as provided in Section 11(b).

(b) This Agreement may be terminated by either Purchaser or Company upon giving written notice to the other party, specifying a termination date not less than 60 days from the date of such notice. Upon the payment of all amounts due and owing to Purchaser in connection with any Accounts Receivable on or before the applicable Maturity Date, Purchaser will assign to Company Purchaser's rights to receive any unpaid balance due and owing in connection with any such Accounts Receivable. Upon any termination of this Agreement, the provisions contained in this Agreement regarding payment of the Threshold Price and any Shortfall, Overages and other reconciliations as provided in this Agreement will survive any termination of this Agreement. Notwithstanding the foregoing, Company may not terminate this Agreement until all amounts due and owing to Purchaser under the terms of this Agreement have been paid in full.

12. **Miscellaneous.**

(a) **Notices.** All notices and other communications under this Agreement shall be in writing and shall be deemed given upon the first to occur of (i) deposit with the United States Postal Service or overnight courier service, properly addressed, and postage prepaid; (ii) transmittal by electronic means, including email, properly addressed; or (iii) actual receipt by an employee or agent of the other party. Notices hereunder shall be sent to the following addresses, or to such other address as such party shall specify in writing:

(i) if to Company:
201 Mission Street, Suite 2375
San Francisco, California 94105
Attention: Lisa A. Conte, President and CEO
Email: lconte@jaguar.health
Fax: (415) 371-8311

(ii) if to Purchaser:

Attention: Adam R. Long, Managing Member
Email: investments@oasis-cap.com
Fax: _____

with a copy to:

Brian S. Bernstein, Esquire
Nason, Yeager, Gerson, Harris & Fumero, P.A.
3001 PGA Boulevard, Suite 305
Palm Beach Gardens, Florida 33410
Email: bbernstein@nasonyeager.com
Fax: (561) 686-5442

(b) **Amendments and Waivers.** Neither this Agreement nor any provision hereof may be amended, modified, or waived except in writing signed by both parties. No failure to exercise and no delay in exercising, on the part of Purchaser, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.

(c) **Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Company shall not assign any of its rights or obligations under this Agreement without Purchaser's prior written consent. No provision of this Agreement shall be deemed to create any third party beneficiary rights in favor of any parties other than Company or Purchaser.

(d) **Counterparts; Integration.** This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect to the subject matter hereof.

(e) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.

Governing Law; Jurisdiction.

(i) This Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

(ii) Each party hereto irrevocably and unconditionally submits to the jurisdiction of the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York and agrees that any such action, litigation, or proceeding may be brought in any such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each party hereto agrees that a final judgment in any such action, litigation, or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing herein shall affect any right that Purchaser may otherwise have to bring any action or proceeding relating to this Agreement against Company or its properties in the courts of any jurisdiction.

(iii) Notwithstanding the foregoing, Purchaser, in its sole discretion, may elect for arbitration in connection with this Agreement as follows:

Arbitration. Any disputes, claims, or controversies arising out of or relating to this Agreement, or the transactions, contemplated thereby, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be referred to and resolved solely and exclusively by binding arbitration to be conducted before the Judicial Arbitration and Mediation Service ("JAMS"), or its successor pursuant to the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules"), including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in New York, New York, before a tribunal consisting of three (3) arbitrators each of whom will be selected in accordance with the "strike and rank" methodology set forth in Rule 15. Either party to this Agreement may, without waiving any remedy under this Agreement, seek from any federal or state court sitting in the State of New York any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal. The costs and expenses of such arbitration shall be paid by and be the sole responsibility of Company, including but not limited to Purchaser's attorneys' fees, and each arbitrator's fees. The arbitrators' decision must set forth a reasoned basis for any award of damages or finding of liability. The arbitrators' decision and award will be made and delivered as soon as reasonably possible and in any case within sixty (60) days following the conclusion of the arbitration hearing and shall be final and binding on the parties and may be entered by any court having jurisdiction thereof.

(g) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

(h) Survival of Representations, Warranties and Covenants. All representations and warranties contained in this Agreement shall survive for a period of 24 months after any termination of this Agreement. Notwithstanding anything to the contrary herein, such survival period or any related claim, shall be extended automatically to include any time period necessary to resolve a claim that was made before expiration of such survival period, but not resolved prior to its expiration. Notwithstanding anything to the contrary herein, all covenants, agreements and obligations contained in this Agreement that by their terms are to be performed after the sale and transfer of the Accounts Receivable shall survive any termination of this Agreement.

(i) Time of Essence. Time is of the essence in connection with the performance of the terms and provisions of this Agreement.

(j) Confidentiality. Company and Purchaser shall, and shall cause their affiliates to, hold, and use their commercially reasonable efforts to cause its or their respective representatives to hold, in confidence any and **all** information, whether written or oral, concerning or relating to the terms and provisions of this Agreement, except to the extent same is (i) generally available to and known by the public through no fault of any applicable party or of their affiliates or respective representatives; or (ii) is lawfully acquired by Company or Purchaser, or any of their affiliates or respective representatives, from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If any party is compelled to disclose any such information by judicial or administrative process or by other requirements of applicable law, such party will provide the other party with at least 10 days' prior written notice of such required disclosure. Notwithstanding the foregoing, to the extent required by applicable securities laws, Company may disclose any required terms and provisions of this Agreement in its securities filings.

(k) Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

(1) **UCC Filing.** Purchaser shall have the right to file a "UCC informational filing" regarding its rights under Section 9 of this Agreement and its ownership of the Accounts Receivable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

/s/ Douglas Novick
(print Name: Douglas Novick)

/s/ Nick Crane
(print Name: Nick Crane)

/s/ Douglas Novick
(print Name: Douglas Novick)

/s/ Nick Crane
(print Name: Nick Crane)

/s/ Gregory Share
(print Name: Gregory Share)

/s/ Casey Peterson
(print Name: Casey Peterson)

COMPANY:

JAGUAR HEALTH, INC.,
a Delaware corporation

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

NAPO PHARMACEUTICALS, INC., a
Delaware corporation

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

PURCHASER:

OASIS CAPITAL, LLC,
a Puerto Rico limited liability company

By: /s/ Adam R. Long
Name: Adam R. Long
Title: Managing Member

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "**Agreement**"), effective as of May 12, 2020, is entered into by and between NAPO PHARMACEUTICALS, INC., a Delaware corporation ("**Assignor**"), and OASIS CAPITAL, LLC, a Puerto Rico limited liability company ("**Assignee**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Accounts Receivable Purchase Agreement, made effective as of May 12, 2020 (the "**Purchase Agreement**"), by and among the Assignee, the Assignor and Jaguar Health, Inc., the parties herein have agreed, among other things, that the Assignor will sell, transfer and convey to the Assignee the Accounts Receivable in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and of the respective agreements and conditions contained herein, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. The Assignor does hereby grant, convey, transfer and assign to the Assignee, and its successors and assigns, effective as of the date hereof, all of the Assignor's rights, titles and interests in and to the Accounts Receivable that are detailed on attached Exhibit A, free and clear of all liens, security interests, encumbrances and other matters as more particularly detailed in the Purchase Agreement.

2. The Assignee hereby accepts the assignment of the Accounts Receivable as contemplated by this Agreement and in accordance with the terms of the Purchase Agreement.

3. Nothing herein expressed or implied is intended to confer upon any person or party, other than the Assignee and the Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities.

4. This Agreement may not be amended or modified in any respect, except by a written instrument signed by the parties hereto making specific reference to this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

5. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement delivered via facsimile, PDF format or other electronic means shall be deemed an original for all purposes.

6. This Agreement is governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of laws principles.

7. If any term, provision or clause hereof, or of any other agreement or document which is required by this Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

8. Notwithstanding anything herein to the contrary, the provisions of this Agreement shall be subject to the provisions of the Purchase Agreement, and, if and to the extent the provisions of this Agreement are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first set forth above.

ASSIGNOR:

NAPO PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ Lisa A. Conte

Name: Lisa A. Conte

Title: President and CEO

ASSIGNEE:

OASIS CAPITAL, LLC,
a Puerto Rico limited liability company

By: /s/ Adam R. Long

Name: Adam R. Long

Title: Managing Member

[Signature Page to Assignment Agreement]



Jaguar Health and its Subsidiary, Napo Pharmaceuticals, Enter Accounts Receivable Purchase Agreement with Oasis Capital, LLC

April 2020 sales of Mytesi[®] generate gross accounts receivable of \$2,753,639

SAN FRANCISCO, CA / May 13, 2020 / Jaguar Health, Inc. (NASDAQ: JAGX) today announced that Jaguar and its wholly owned subsidiary, Napo Pharmaceuticals, Inc., (collectively, the “Company”) have jointly entered into an accounts receivable purchase agreement with Oasis Capital, LLC (“Oasis”) pursuant to which Oasis has initially agreed to purchase all of the Company’s accounts receivable related to the April 2020 sales of the Company’s Mytesi[®] drug product to Cardinal Health, Inc. (the “April 2020 Accounts Receivable”). The April 2020 Accounts Receivable have a gross value of \$2,753,639.

“We are pleased to enter into this agreement with Oasis, as it supports our strategy of bringing in non-dilutive capital as we continue to focus on our new, recently announced enhanced market access strategy and work to become a stable, cash flow positive business supported primarily by growth in Mytesi sales,” said Lisa Conte, Jaguar’s president and CEO.

Per the terms of the agreement, Oasis will receive a fee of 5.45% (the “Fee”) of the \$2,753,639 April 2020 Accounts Receivable following their purchase of the April 2020 Accounts Receivable for \$1,032,000 (the “Purchase Price”). Oasis will return to the Company within five days any amount that exceeds the sum of the Purchase Price and the Fee. As with all Mytesi gross sales, the April 2020 Accounts Receivable will be reduced by Medicare, ADAP 340B chargebacks, returns, and wholesale distribution fees based on historical trends to determine net sales.

Under the agreement, Oasis is entitled to a one-time transaction fee of \$25,000 and may be entitled to additional transaction fees to the extent Oasis purchases additional accounts receivable under the agreement, which fees will not exceed \$5,000 per transaction.

The initial term of the agreement is one year, which will automatically renew for successive one-year periods unless notice of non-renewal is provided by the Company at least 30 days prior to the expiration of a term. Notwithstanding the foregoing, either Oasis or the Company may terminate the agreement on 60 days’ prior written notice.

About Jaguar Health, Inc.

Jaguar Health, Inc. is a commercial stage pharmaceuticals company focused on developing novel, sustainably derived gastrointestinal products on a global basis. Our wholly owned subsidiary, Napo Pharmaceuticals, Inc., focuses on developing and commercializing proprietary human gastrointestinal pharmaceuticals for the global marketplace from plants used traditionally in rainforest areas. Our Mytesi[®] (crofelemer) product is approved by the U.S. FDA for the symptomatic relief of noninfectious diarrhea in adults with HIV/AIDS on antiretroviral therapy.

For more information about Jaguar, please visit jaguar.health. For more information about Napo, visit napopharma.com.



About Mytesi®

Mytesi (crofelemer) is an antidiarrheal indicated for the symptomatic relief of noninfectious diarrhea in adult patients with HIV/AIDS on antiretroviral therapy (ART). Mytesi is not indicated for the treatment of infectious diarrhea. Rule out infectious etiologies of diarrhea before starting Mytesi. If infectious etiologies are not considered, there is a risk that patients with infectious etiologies will not receive the appropriate therapy and their disease may worsen. In clinical studies, the most common adverse reactions occurring at a rate greater than placebo were upper respiratory tract infection (5.7%), bronchitis (3.9%), cough (3.5%), flatulence (3.1%), and increased bilirubin (3.1%).

See full Prescribing Information at Mytesi.com. Crofelemer, the active ingredient in Mytesi, is a botanical (plant-based) drug extracted and purified from the red bark sap of the medicinal *Croton lechleri* tree in the Amazon rainforest. Napo has established a sustainable harvesting program for crofelemer to ensure a high degree of quality and ecological integrity.

Forward-Looking Statements

Certain statements in this press release constitute "forward-looking statements." These include statements regarding any possible future purchases of Company accounts receivables by Oasis. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "aim," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions. The forward-looking statements in this release are only predictions. Jaguar has based these forward-looking statements largely on its current expectations and projections about future events. These forward-looking statements speak only as of the date of this release and are subject to a number of risks, uncertainties and assumptions, some of which cannot be predicted or quantified and some of which are beyond Jaguar's control. Except as required by applicable law, Jaguar does not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

Source: Jaguar Health, Inc.

Contact:

Peter Hodge
Jaguar Health, Inc.
phodge@jaguar.health

Jaguar-JAGX

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