
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): January 28, 2019

SCPHARMACEUTICALS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

001-38293
(Commission
File Number)

46-5184075
(I.R.S. Employer
Identification No.)

2400 District Avenue, Suite 310
Burlington, Massachusetts
(Address of principal executive offices)

01803
(Zip Code)

Registrant's telephone number, including area code: (617) 517-0730

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 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On January 28, 2019, scPharmaceuticals Inc. (the “Company”) entered into a Development Agreement (the “Development Agreement”) with West Pharmaceutical Services, Inc. (“West”), pursuant to which the Company will incorporate the SmartDose® on-body drug delivery system developed by West with the Company’s lead product candidate, FUROSCIX®.

Under the terms of the Development Agreement, the Company paid to West a one-time upfront payment of approximately \$1.7 million upon signing of the agreement. In addition, West shall be eligible to receive up to an aggregate of \$4.5 million upon the occurrence of certain device development and validation milestones, as well as an additional \$5 million in fixed exclusivity fees, payable through 2020, and up to an aggregate of \$2 million in additional contingent exclusivity fees in the event that the Company exercises its option to obtain worldwide exclusivity rights under the Development Agreement. In addition to development and validation of the SmartDose® drug delivery device, the Development Agreement provides for non-binding terms and conditions under which the Company and West may enter into a definitive commercial supply agreement for the supply of SmartDose® drug delivery devices in quantities sufficient for the Company to commercialize FUROSCIX, if approved. The Development Agreement provides that West will exclusively develop SmartDose® drug delivery devices for the use of treating edema with loop diuretics in the United States and the Company has the further right to extend this exclusivity worldwide. The Company may terminate the Development Agreement for convenience upon written notice to West, and either party may terminate the Development Agreement as a result of a material breach by the other party that remains uncured for a specified period of time.

The foregoing description of the Development Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Development Agreement, which the Company expects to file as an exhibit to a report filed under the Securities Exchange Act of 1934 (the “Exchange Act”), and intends to seek confidential treatment for certain terms and provisions of the Development Agreement.

Item 1.02. Termination of a Material Definitive Agreement.

On January 29, 2019, the Company issued to Sensile Medical AG (“Sensile”) a notice of termination for business reasons under the License Agreement, dated as of June 29, 2015, as subsequently amended, by and between the Company and Sensile (the “License Agreement”). The termination of the License Agreement will become effective as of March 30, 2019.

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

On January 28, 2019, the Company and Troy Ignelzi, the Company’s Chief Financial Officer (and principal financial and accounting officer) agreed to end Mr. Ignelzi’s employment with the Company and its subsidiaries effective February 28, 2019 (the “Effective Date”). Mr. Ignelzi’s resignation was not related to any disagreements with the Company on any matter relating to its operations, policies, practices or any issues regarding financial disclosures, accounting or legal matters.

In connection with his departure, on January 28, 2019, Mr. Ignelzi entered into a Separation Agreement (the “Separation Agreement”) with the Company, providing for the terms of Mr. Ignelzi’s separation from the Company and pursuant to which Mr. Ignelzi provides the Company with a customary release of claims. Under the terms of the Separation Agreement, Mr. Ignelzi will continue to receive his base salary and benefits now in effect for six months following the Effective Date, provided that if he has

not entered into a Service Relationship (as defined in the Separation Agreement) at the end of such six-month period, he will continue to receive his base salary and benefits now in effect for either an additional three months thereafter or until his earlier entry into a Service Relationship. The Separation Agreement further provides that the exercise period for Mr. Ignelzi's vested options will be extended until 24 months following his separation from the Company.

The above description of the Separation Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Separation Agreement, which is filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

On January 28, 2019, the Board appointed Rachael Nokes to succeed Mr. Ignelzi as the Company's principal accounting officer and John Tucker to succeed Mr. Ignelzi as the Company's principal financial officer, in each case effective as of the Effective Date.

Item 7.01 Regulation FD Disclosure.

On January 29, 2019, the Company issued a press release announcing its entry into the West Development Agreement. A copy of this press release is furnished as Exhibit 99.1 to this Report on Form 8-K.

The information in this Item 7.01 and Exhibit 99.1 attached hereto is intended to be furnished and shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 8.01 Other Events.

As previously disclosed, on June 11, 2018, the Company received a complete response letter ("CRL") from the U.S. Food and Drug Administration regarding its New Drug Application (the "NDA") under section 505(b)(2) of the Federal Food, Drug, and Cosmetic Act for FUROSCIX Infusor (furosemide), 80 mg/10 mL, drug-device combination product. On January 28, 2019, management implemented a restructuring plan to reduce operating costs and better align the Company's workforce with the needs of its business following the Company's focus on its next generation of FUROSCIX using the West SmartDose delivery technology. Under this restructuring plan, the Company reduced its workforce by approximately 43%, to 13 employees. The Company currently estimates that it will record a charge in the first quarter of 2019 of approximately \$1.4 million, consisting of severance, benefits and outplacement services.

By filing this information, the Company makes no admission as to the materiality of any information in this report. The information contained in this report is intended to be considered in the context of the Company's filings with the U.S. Securities and Exchange Commission (the "Commission") and other public announcements that the Company makes, by press release or otherwise, from time to time. The Company undertakes no duty or obligation to publicly update or revise the information contained in this report, although it may do so from time to time as its management believes is appropriate. Any such updating may be made through the filing of other reports or documents with the Commission, through press releases or through other public disclosure.

This report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. Any statements contained herein which do not describe historical facts, including but not limited to statements regarding the effects of the Company's restructuring plan, reduction in force charges, and the potential cost saving resulting from these Company's restructuring and reduction in force, are forward-looking statements which involve risks and uncertainties that could cause actual results to differ materially from those discussed in such forward-looking statements. Such risks and uncertainties include, without limitation, risks associated with whether the Company will realize cost savings from its restructuring plan, whether the Company will receive regulatory approval for its next generation of FUROSCIX, as well as other risks set forth under the caption "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2017 and its subsequent public filings with the Commission. The Company cautions investors not to place undue reliance on any forward-looking statements, which speak only as of the date they are made. Except as required by law, the Company disclaims any obligation to publicly update or revise any such statements to reflect any change in expectations or in events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Separation Agreement, by and between the registrant and Troy Ignelzi, dated January 28, 2019
99.1	Press release issued by the registrant on January 29, 2019

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.

Date: January 29, 2019

SCPHARMACEUTICALS INC.

By: /s/ John H. Tucker

Name: John H. Tucker

Title: President, Chief Executive Officer and
Principal Executive Officer

January 28, 2019

PERSONAL AND CONFIDENTIAL

Troy Ignelzi

Re: Separation Agreement

Dear Troy:

This letter confirms your separation from employment with scPharmaceuticals Inc. (the “Company”). This letter also proposes an agreement between you and the Company during which you would remain employed for a transitional period and then receive severance benefits. Your separation shall be effective February 28, 2019, unless you resign without “Good Reason” (as defined in your Employment Agreement with the Company dated November 16, 2017 (the “Employment Agreement”)) or unless the Company terminates your employment for “Cause” (as defined in the Employment Agreement) prior to that date. The actual last day of your employment with the Company, whether February 28, 2019 or an earlier date as provided in the preceding sentence, is the “Separation Date.”

Regardless of whether you enter into this Agreement (as defined below), the Company shall pay you your “Accrued Benefit” under Section 4(a) of your Employment Agreement on or after the Separation Date, within the period required by law. Your Accrued Benefit consists of (i) your salary, unused vacation, and properly documented expenses (the latter subject to Section 2(c) of the Employment Agreement), in each case accrued to you but unpaid as of the Separation Date, and (ii) any vested benefits you may have under any employee benefit plan of the Company through the Separation Date, which vested benefits shall be paid and/or provided in accordance with the terms of such employee benefit plans. You also shall be provided with the opportunity to continue group health coverage after the Separation Date under the law known as “COBRA,” if you are eligible for COBRA, at your own sole expense.

You are subject to continuing obligations under Sections 7 (“Confidential Information, Noncompetition and Cooperation”) and 8 (“Arbitration of Disputes”) of the Employment Agreement, which include without limitation your obligation to refrain from competing with the Company and from soliciting Company employees and customers, in each case for the 12 months following the Separation Date, refrain from disclosing Company confidential information at any time, and return all Company property to the Company on or before the Separation Date (collectively with any other confidentiality and/or restrictive covenant obligation you have to the Company or any Company affiliate, the “Ongoing Obligations”). The Ongoing Obligations remain in full effect in accordance with their terms.

Any stock options that you have shall be governed in all respects by (i) each incentive stock option agreement or non-qualified stock option agreement, as applicable, identified in Section 2 and (ii) the scPharmaceuticals Inc. 2014 Stock Incentive Plan and the scPharmaceuticals Inc. 2017 Stock Option and Incentive Plan, as applicable ((i) and (ii) collectively, the “Equity Documents”), except as otherwise expressly provided below.

The remainder of this letter proposes an agreement (the “Agreement”) between you and the Company. You and the Company agree as follows:

- (1) **Severance Benefits.** Provided that (i) you do not resign without Good Reason and are not terminated for Cause prior to February 28, 2019 and (ii) within the seven-day period immediately following the Separation Date, you sign and return the Certificate attached as Exhibit A:
 - a) **Severance Pay.** The Company shall pay you severance pay (“Severance Pay”) consisting of salary continuation of six (6) months of your base salary rate in effect on the Separation Date. In addition, if as of the date that is six (6) months following the Separation Date, you have not entered into any Service Relationship (as defined below), the Company shall pay you up to an additional three (3) months of salary continuation at your final base salary rate for so long as you have not entered into any Service Relationship over the following three-month period. The total period during which the salary continuation is paid is the “Severance Pay Period.” The Company shall pay you Severance Pay in installments on its regular payroll dates applicable to your position with the Company, beginning on the first applicable payroll date after the Certificate Effective Date (as defined in Exhibit A). A “Service Relationship” means any employment, independent contractor, consulting, director or other position for which you perform services of any nature in exchange for compensation of any kind (whether cash, equity or otherwise and including any deferred compensation arrangement).
 - b) **Health Benefits.** If you are eligible for and elect COBRA continuation coverage, the Company shall pay the same portion of premiums that it pays for active employees for the same level of group health coverage as in effect on the Separation Date, such payments to commence in respect of COBRA continuation coverage beginning on March 1, 2019, with such payments continuing thereafter until the earlier of the end of (x) the Severance Pay Period or (y) your eligibility under COBRA for continuation coverage for group health care. You will be responsible for paying the remaining portion of the premiums for such coverage as if you remained employed. You authorize the deduction of the portion for which you are responsible from your Severance Pay.

(2) Extension of Exercise Period

In accordance with the vesting schedules set forth in (i) your incentive stock option agreements dated (a) March 16, 2016, (b) April 17, 2017 and (c) January 17, 2018 and (ii) your non-qualified stock option agreements dated (x) March 16, 2016, (y) April 17, 2017 and (z) January 17, 2018, as of the date of this Agreement your options to purchase up to 81,958 shares of the Company’s common stock (“Shares”) are vested (the “Vested Option”), and your options to purchase up to 84,824 Shares are unvested (the “Unvested Option”). Your Unvested Option will continue to vest until the Separation Date, in accordance with and subject to the Equity Documents. Pursuant to the terms of the Equity Documents, you will have ninety (90) days from the Separation Date (the “Exercise Period”) to exercise your right to purchase up to the number of shares subject to the Vested Option (which shall be updated to include any option vesting between the date of this Agreement and the Separation Date). If you enter into and comply with this Agreement, the Exercise Period with respect to the Vested Option shall be extended until 24 months after the Separation Date (the “Extension”). The shares subject to the Unvested Option (which shall be updated to include any option vesting between the date of this Agreement and the Separation Date) shall expire and become null and void as of the Separation Date.

You acknowledge that as a result of the Extension, your options that are incentive stock options presently will convert to nonqualified stock options, consistent with the Equity Documents and applicable law. You are advised to seek tax guidance from your personal tax advisors with regard to the potential change in tax treatment of your vested options (if they are incentive stock options presently) if you agree to the extension of the Exercise Period. The Equity Documents shall otherwise be in full force and effect. Except as expressly provided herein with respect to the Extension, in the event of any conflict between the Equity Documents and this Agreement, the Equity Documents shall control.

(3) Release of Claims

In consideration for, among other terms, your transitional period of employment hereunder, the Severance Pay and the Extension, to each of which you acknowledge you would otherwise not be entitled, you voluntarily release and forever discharge the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively referred to as the "Releasees") generally from all claims, demands, debts, damages and liabilities of every name and nature, known or unknown ("Claims") that, as of the date when you sign this Agreement, you have, ever had, now claim to have or ever claimed to have had against any or all of the Releasees. This release includes, without limitation, all Claims:

- relating to your employment by the Company and the decision to terminate your employment with the Company;
- of wrongful discharge or violation of public policy;
- of breach of contract;
- of defamation or other torts;
- of retaliation or discrimination under federal, state or local law
- under any other federal or state statute, including without limitation the Massachusetts Pay Equity Law;
- under the Age Discrimination in Employment Act;
- for wages, bonuses, expense reimbursements, the payment of expenses, incentive compensation, expenses, commissions, overtime, stock, stock options, severance pay, vacation pay or any other compensation or benefits, either under the Massachusetts Wage Act, M.G.L. c. 149, §§ 148-150C, under M.G.L. c. 151, or otherwise; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees; *provided*, however, that this release shall not affect your rights under this Agreement and to any vested benefits under any 401(k) plan.

You agree not to accept damages of any nature, other equitable or legal remedies for your own benefit or attorney's fees or costs from any of the Releasees with respect to any Claim released by this Agreement. As a material inducement to the Company to enter into this Agreement, you represent that you have not assigned any Claim to any third party.

You acknowledge and agree that except as expressly specified in this Agreement, you are not entitled to any wages, salary, vacation pay, bonuses, severance, equity (including without limitation any equity acceleration) or any other compensation or benefits from the Company or any of its affiliates.

(4) Nondisparagement

You agree not to make any disparaging statements, whether verbally, in writing, on social media or otherwise, concerning the Company or any of its affiliates or current or former officers, directors, shareholders, employees, other agents, products or services. These nondisparagement obligations shall not in any way affect your obligation to testify truthfully in any legal proceeding.

(5) Confidentiality of Agreement-Related Information

You agree, to the fullest extent permitted by law, to keep all information related to this Agreement confidential to the extent not publicly disclosed by the Company. Notwithstanding the foregoing, you may disclose Agreement-Related Information to your spouse, your attorney and your financial advisors, and to them only provided that they first agree for the benefit of the Company to keep Agreement-Related Information confidential.

(6) Return of Property

You confirm that, to the best of your knowledge, you have returned to the Company all Company property, including, without limitation, computer equipment, software, keys and access cards, credit cards, files and any documents (including computerized data and any copies made of any computerized data or software) containing information concerning the Company, its business or its business relationships. You also commit to deleting and finally purging any duplicates of files or documents that may contain Company information from any computer or other device that remains your property after the Separation Date. In the event that you discover that you continue to retain any such property, you shall return it to the Company immediately.

(7) Defend Trade Secrets Act Notice.

You understand that pursuant to the Defend Trade Secrets Act of 2016, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(8) Protected Disclosures.

Nothing contained in this Agreement limits your ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement limits your ability to communicate with any Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including your ability to provide documents or other information, without notice to the Company, nor does anything contained in this Agreement apply to truthful testimony in litigation. If you file any charge or complaint with any Government Agency and if the Government Agency pursues any claim on your behalf, or if any other third party pursues any claim on your behalf, you waive any right to monetary or other individualized relief (either individually, or as part of any collective or class action), *provided* that nothing in this Agreement limits any right you may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

(9) Other Provisions

- a) Termination and Return of Payments. If you breach any of your obligations under this Agreement, including the Ongoing Obligations, in addition to any other legal or equitable remedies it may have for such breach, the Company shall have the right to terminate its non-wage payments to you or for your benefit under this Agreement, require the return of such payments, and/or terminate your extended option exercise period. The termination or return of such payments and/or termination of your extended option exercise period in the event of your breach will not affect your continuing obligations under this Agreement or under the Ongoing Obligations.
- b) Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any breach of this Agreement by the Company shall not constitute a defense to enforcement of any provision of the Ongoing Obligations.
- c) Waiver; Absence of Reliance. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of this Agreement, or the waiver by a party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. In signing this Agreement, you are not relying upon any promises or representations made by anyone at or on behalf of the Company, except as expressly provided in this Agreement.
- d) Jurisdiction; Governing Law; Interpretation. You and the Company hereby agree that, to the extent expressly permitted under Section 8 of the Employment Agreement regarding arbitration, and except as expressly provided in the Ongoing Obligations or the Equity

Documents, the state and federal court of Massachusetts located in Boston shall have the exclusive jurisdiction to consider any matters related to this Agreement, including without limitation any claim of a violation of this Agreement. With respect to any such court action, you submit to the jurisdiction of such courts and you acknowledge that venue in such courts is proper. This Agreement shall be interpreted and enforced under the laws of Massachusetts, without regard to conflict of law principles. YOU AND THE COMPANY HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH COURT ACTION.

- e) Entire Agreement. This Agreement constitutes the entire agreement between you and the Company and supersedes any previous agreements or understandings between you and the Company, including without limitation your Employment Agreement (and specifically including the severance provisions of your Employment Agreement), except the Ongoing Obligations (which are incorporated herein by reference) and the Equity Documents.
- f) Tax Matters. All payments pursuant to this Agreement shall be subject to applicable taxes and withholdings and each payment pursuant to this Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).
- g) Time for Consideration; Effective Date.
You acknowledge that you have been given the opportunity to consider this Agreement for twenty-one (21) days before signing it (the "Consideration Period") and that you have knowingly and voluntarily entered into this Agreement. You acknowledge that the above release of claims expressly includes without limitation claims under the Age Discrimination in Employment Act. You are advised to consult with an attorney before signing this Agreement. To accept this Agreement, you must return a signed original or a signed PDF copy of this Agreement so that it is received by the undersigned at or before the expiration of the Consideration Period. If you sign this Agreement before the end of the Consideration Period, you acknowledge by signing this Agreement that such decision was entirely voluntary and that you had the opportunity to consider this Agreement for the entire Consideration Period. For the period of seven (7) days from the date when you sign this Agreement, you have the right to revoke this Agreement by written notice to the undersigned. For such a revocation to be effective, it must be delivered so that it is received by the undersigned at or before the expiration of the seven (7) day revocation period (the "Revocation Period"). This Agreement shall not become effective or enforceable during the Revocation Period. It will become effective on the day after the Revocation Period ends (the "Effective Date").
- h) Counterparts. This Agreement may be executed in separate counterparts. When all counterparts are signed, they shall be treated together as one and the same document.

Please indicate your agreement to the terms of this Agreement by signing and returning to the undersigned the original or a PDF copy of this letter within the time period set forth above.

Very truly yours,
scPharmaceuticals Inc.

By: /s/ John Tucker
President and CEO

1/28/2019
Date

This is a legal document. Your signature will commit you to its terms. By signing below, you acknowledge that you have carefully read and fully understand all of the provisions of this Agreement and that you are knowingly and voluntarily entering into this Agreement.

/s/ Troy Ignelzi
Troy Ignelzi

1/29/2019
Date

EXHIBIT A

CERTIFICATE UPDATING RELEASE OF CLAIMS

I, hereby acknowledge and certify that I entered into a Separation Agreement with scPharmaceuticals Inc. (the "Company"), dated January 28, 2019 (the "Agreement"). Capitalized but undefined terms in this Certificate are defined in the Agreement. Pursuant to the Agreement, I am required to sign this "Certificate," which updates the release of claims in the Agreement, in order to receive the severance benefits described in the Agreement. **For this Certificate to become effective and for me to receive such severance benefits, I must sign this Certificate after the Separation Date but no later than seven days after the Separation Date.** I will not sign this Certificate before the Separation Date. Subject to the foregoing, the date I sign this Certificate is the "Certificate Effective Date." I further agree as follows:

1. A copy of this Certificate was attached to the Agreement as Exhibit A.
2. In consideration of the benefits described in the Agreement, for which I become eligible only if I sign this Certificate, I hereby extend the release of claims set forth in the Agreement to any and all claims that arose after the date I signed the Agreement through the date I signed this Certificate, subject to all other exclusions and terms set forth in the Agreement.
3. I have carefully read and fully understand all of the provisions of this Certificate, I knowingly and voluntarily agree to all of the terms set forth in this Certificate, and I acknowledge that in entering into this Certificate, I am not relying on any representation, promise or inducement made by the Company or its officers, directors, employees, agents or other representatives with the exception of those promises expressly contained in this Certificate and the Agreement.
4. I also represent that I have not been subject to any retaliation or any other form of adverse action by the Releasees for any action taken by me as an employee or resulting from my exercise of or attempt to exercise any statutory rights recognized under federal, state or local law. I agree that I have been paid all wages and other compensation owed to me. I also agree that and that none of my rights have been violated under any statute, common law or Company policy, program or agreement. I represent that I have reported any and all workplace injuries that I suffered during my employment, if any, to the Company before executing this Certificate.
5. I agree that this Certificate is part of the Agreement.

Accepted and agreed:

Troy Ignelzi

Date

**scPharmaceuticals Inc. Announces Development Agreement with West
Pharmaceutical Services for Next-Generation FUROSCIX® On-Body Infusor**

Completed feasibility studies and advancing FUROSCIX® with the SmartDose® Drug Delivery System

Forecast 2018 year-end cash of \$82—\$87 million and 2019 expenditures of \$8—\$10 million per quarter

BURLINGTON, Mass., January 29, 2019 (GLOBE NEWSWIRE) – scPharmaceuticals Inc. (Nasdaq: SCPH), a pharmaceutical company focused on developing and commercializing products that have the potential to optimize the delivery of infused therapies, advance patient care and reduce healthcare costs, today announced it has signed a development agreement with West Pharmaceutical Services, Inc. (West) to incorporate West’s SmartDose® Drug Delivery System with FUROSCIX. FUROSCIX is scPharmaceuticals’ lead program for the treatment of edema in patients with heart failure.

“We are pleased to announce the successful completion of preliminary feasibility studies of FUROSCIX with the SmartDose Drug Delivery System and the execution of a development agreement with West. We look forward to advancing FUROSCIX with the West on-body drug delivery system technology,” said John Tucker, president and chief executive officer of scPharmaceuticals. “We believe the features and functionality of the SmartDose system improves the overall patient experience with FUROSCIX. Heart failure remains a large market opportunity with high unmet patient need and significant associated healthcare costs. We anticipate filing an NDA for FUROSCIX with the next-generation technology in 2020, subject to meeting with the FDA to define the regulatory path.”

Based on the Company’s interactions with the FDA since June 2018, including the previously disclosed clarifications on additional human factors and validation studies necessary to advance FUROSCIX using the existing delivery technology, scPharmaceuticals elected to expedite the advancement of a next-generation on-body delivery system with a pre-filled cartridge. The development agreement with West represents an important milestone in advancing the FUROSCIX on-body delivery system.

scPharmaceuticals recently completed preliminary feasibility studies on the West SmartDose drug delivery system, confirming its ability to successfully deliver FUROSCIX. The West SmartDose drug delivery system, previously approved by the FDA for use in the US with another combination product, allows patients to self-administer medication in accordance with their prescribed treatment. West developed this wearable technology with extensive human factors testing and analysis to understand the interaction between the patient and the delivery system. The SmartDose drug delivery system adheres to the patient’s body enabling the patient to be hands free during administration. scPharmaceuticals’ feasibility testing included drug stability in the pre-filled cartridge, drug compatibility, and overall performance within FUROSCIX® delivery specifications.

“West and scPharmaceuticals have a shared objective to deliver injectable medicines to improve patient lives, so we are excited to announce this development agreement today,” said Karen Flynn, senior vice president and chief commercial officer, West. “West is very pleased that scPharmaceuticals has selected the SmartDose drug delivery system for FUROSCIX, and looks forward to working together on this project.”

About FUROSCIX®

FUROSCIX is a proprietary furosemide solution formulated to a neutral pH to allow for subcutaneous infusion via a wearable, pre-programed drug delivery system that is applied to the abdomen for subcutaneous drug administration. FUROSCIX is being developed for treatment of edema, or fluid overload, in patients with heart failure. FUROSCIX has the potential to provide an outpatient alternative for the treatment of worsening heart failure due to edema.

About scPharmaceuticals

scPharmaceuticals is a clinical-stage pharmaceutical company focused on developing and commercializing products that reduce healthcare costs and improve health outcomes. The Company develops, internally and through strategic partnerships, products for the subcutaneous, self-administration of IV-strength treatments in heart failure and infectious disease. scPharmaceuticals is headquartered in Burlington, MA. For more information, please visit scPharmaceuticals.com.

Forward-Looking Statement

This press release contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, but are not limited to, statements regarding the advancement of, and potential timing of regulatory filings for, FUROSCIX with the West SmartDose Drug Delivery System as a next-generation infusor technology, the Company’s plans to meet with the FDA to discuss the regulatory path for FUROSCIX with the West SmartDose Drug Delivery System; and the ability of the SmartDose Drug Delivery System to successfully deliver FUROSCIX to patients and improve the patient experience. Any forward-looking statements in this press release are based on management’s current expectations of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to, the Company conducting the ability of the West SmartDose Drug Delivery System to appropriately deliver therapy, the receipt of regulatory approval for FUROSCIX with the West SmartDose Drug Delivery System or any of our other product candidates or, if approved, successfully commercialize such products, the risk of cessation or delay of any of the ongoing or planned clinical trials and/or our development of our product candidates, and the risk that the results of previously conducted studies will not be repeated or observed in ongoing or future studies involving our product candidates. For a discussion of other risks and uncertainties, and other important factors, any of which could cause our actual results to differ from those contained in the forward-looking statements, see the section entitled “Risk Factors” in the Company’s most recent Annual Report on Form 10-K on file with the Securities and Exchange Commission, as well as discussions of potential risks, uncertainties and other important factors in the Company’s subsequent filings with the Securities and Exchange Commission. All information in this press release is as of the date of the release, and the Company undertakes no duty to update this information unless required by law.

Contacts:

Troy Ignelzi, scPharmaceuticals Inc.
781-301-7216
tignelzi@scpharma.com

Christopher F. Brinzey, Westwicke, an ICR Company
339-970-2843
chris.brinzey@westwicke.com