
**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): January 11, 2021

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

Delaware
(State or other jurisdiction
of incorporation)

001-33185
(Commission
File Number)

33-0927979
(IRS Employer
Identification No.)

**4275 EXECUTIVE SQUARE,
SUITE 300, LA JOLLA, CA**
(Address of principal executive offices)

92037
(Zip Code)

Registrant's telephone number, including area code: (858) 373-1500

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))

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, \$0.001 par value
(Title of each class)

MNOV
(Trading symbol(s))

The Nasdaq Stock Market LLC
(Name of each exchange on
which registered)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2). 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.

Securities Purchase Agreement

On January 11, 2021, MediciNova, Inc. (the “Company”) entered into a Securities Purchase Agreement (the “Purchase Agreement”) with 3D Opportunity Master Fund (the “Investor”), pursuant to which the Company agreed to issue to the Investor in a private placement (the “Private Placement”) \$20 million in shares of the common stock, par value \$0.001 (the “Common Stock”), of the Company (the “Shares”). The price per share in the Private Placement will equal the lower of (i) the average of the closing price per share of the Common Stock on the Nasdaq Stock Market over a period of the five business days immediately prior to the date (“Determination Date”) the board of directors of the Company (the “Board”) approves the Private Placement (“Average Price at Determination”) and (ii) the average of the closing price per share of the Common Stock on the Nasdaq Stock Market over a period of the five business days immediately prior to the closing date (“Average Price at Closing”); provided, however, that should the Average Price at Closing be lower than (x) the Average Price at Determination and (y) 90% of the closing price per share on the day immediately prior to the Determination Date (“Base Price”), then the price per share shall be the Base Price. The Private Placement is expected to close on January 29, 2021, subject to the satisfaction of customary closing conditions.

The Shares will be sold and issued without registration under the Securities Act of 1933 (the “Securities Act”) in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act as transactions not involving a public offering and Rule 506 promulgated under the Securities Act as sales to accredited investors, and in reliance on similar exemptions under applicable state laws.

The Purchase Agreement also provides for customary registration rights, pursuant to which the Company is required to file a registration statement with the Securities and Exchange Commission on or prior to the closing of the Private Placement to register for resale the Shares sold in the Private Placement.

The representations, warranties and covenants contained in the Purchase Agreement were made solely for the benefit of the parties to the Purchase Agreement. In addition, such representations, warranties and covenants (i) are intended as a way of allocating the risk between the parties to the Purchase Agreement and not as statements of fact, and (ii) may apply standards of materiality in a way that is different from what may be viewed as material by stockholders of, or other investors in, the Company. Accordingly, the Purchase Agreement is included with this filing only to provide investors with information regarding the terms of transaction, and not to provide investors with any other factual information regarding the Company. Stockholders should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Purchase Agreement, which subsequent information may or may not be fully reflected in public disclosures.

Shareholder Rights Agreement

In addition, on January 11, 2021 (the “Signing Date”), the Company and the Investor entered into a Shareholder Rights Agreement (the “Shareholder Rights Agreement”). Pursuant to the Shareholder Rights Agreement, the Investor has the option and right to appoint a board observer to attend all meetings of the Board (the “Observer Appointment Right”); provided, that the Observer Appointment Right may only be exercised during the six month period beginning on the one year anniversary of the Signing Date and provided, further, that the Observer Appointment Right is contingent upon the Investor maintaining beneficial ownership of 5% or more of the outstanding shares of the Company’s common stock (the “Ownership Threshold”) at the time of appointment. The board observer, once appointed, shall serve for a period equal to the shorter of two years or the date at which the Investor’s holdings fall below the Ownership Threshold through disposition of Shares by the Investor.

Additionally, for a period of one year after the Signing Date, the Company has covenanted that it will not entertain a financing proposal unless the Company determines that such financing proposal is reasonably likely to significantly enhance stockholder value and, during such one year period, if the Company makes such determination and decides to pursue a financing transaction, the Investor has been granted a right of first offer

with respect to such financing and a right of first look with respect to any financing transactions proposed by a third party, each on the terms and conditions as set forth in the Shareholder Rights Agreement.

The Purchase Agreement and the Shareholder Rights Agreement are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K. The foregoing summaries of the terms of these documents are subject to, and qualified in their entirety by, such documents, which are incorporated herein by reference.

Item 3.02. Unregistered Sale of Equity Securities.

The information contained above in Item 1.01 related to the Shares is hereby incorporated by reference into this Item 3.02.

Item 8.01. Other Events.

On January 11, 2021, the Company issued a press release announcing the signing of the Purchase Agreement. The full text of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Securities Purchase Agreement, dated January 11, 2021, between the Company and the Investor.
10.2	Shareholder Rights Agreement, dated January 11, 2021, between the Company and the Investor.
99.1	Press Release issued January 11, 2021.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

MEDICINOVA, INC.

DATE: January 12, 2021

By: /s/ Yuichi Iwaki
Yuichi Iwaki, M.D., Ph.D.
President and Chief Executive Officer

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (this "Agreement") is dated as of January 11, 2021, between MediciNova, Inc., a Delaware corporation (the "Company") and 3D Opportunity Master Fund, a Cayman Islands exempt company (the "Purchaser").

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchaser and the Purchaser, desires to purchase from the Company, securities of the Company as more fully described in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Company and the Purchaser agree as follows:

**ARTICLE I.
DEFINITIONS**

1.1. Definitions. In addition to the terms defined elsewhere in this Agreement, for all purposes of this Agreement, the following terms have the meanings set forth in this Section 1.1:

"Action" shall have the meaning ascribed to such term in Section 3.1(i).

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person as such terms are used in and construed under Rule 405 under the Securities Act.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Closing" means the closing of the purchase and sale of the Securities pursuant to Section 2.1.

"Closing Date" means the January 29, 2021, assuming all of the Transaction Documents have been executed and delivered by the applicable parties thereto, and all conditions precedent to (i) the Purchaser's obligation to pay the Subscription Amount and (ii) the Company's obligations to deliver the Securities, in each case, have been satisfied or waived, but in no event later than the second (2nd) Trading Day following the date hereof.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Company Counsel” means Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP.

“Disclosure Schedules” means the Disclosure Schedules of the Company delivered concurrently herewith.

“Disclosure Time” means, (i) if this Agreement is signed on a day that is not a Trading Day or after 9:00 a.m. (New York City time) and before midnight (New York City time) on any Trading Day, 9:01 a.m. (New York City time) on the Trading Day immediately following the date hereof, and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any Trading Day, no later than 9:01 a.m. (New York City time) on the date hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“FCPA” means the Foreign Corrupt Practices Act of 1977, as amended.

“FDA” shall have the meaning ascribed to such term in Section 3.1(q).

“GAAP” shall have the meaning ascribed to such term in Section 3.1(g).

“Intellectual Property Rights” shall have the meaning ascribed to such term in Section 3.1(l).

“Liens” means a lien, charge, pledge, security interest, encumbrance, right of first refusal, preemptive right or other restriction.

“Material Adverse Effect” means any of (i) a material adverse effect on the legality, validity or enforceability of any Transaction Document, (ii) a material adverse effect on the results of operations, assets, business, or condition (financial or otherwise) of the Company taken as a whole, or (iii) a material adverse effect on the Company’s ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

“Material Permits” shall have the meaning ascribed to such term in Section 3.1(k).

“Nasdaq” means the Nasdaq Global Market.

“Per Share Purchase Price” equals the lower of (i) the average of the closing price per Share as quoted on Nasdaq over a period of the five (5) Business Days immediately prior to the date of the board resolution approving (“Determination Date”) the issue and sale of shares to the Purchaser pursuant to this Agreement (excluding such date) (“Average Price at Determination”, such Average Price at Determination to be in all cases rounded down to two decimal places), and (ii) the average of the closing price per Share as quoted on Nasdaq over a period of the five (5) Business Days immediately prior to the Closing Date (excluding such date) (“Average Price at

Closing”, such Average Price at Closing to be in all cases rounded down to two decimal places), however in the case where the Average Price at Closing is lower than the Average Price at Determination, should the Average Price at Closing be lower than 90 per cent of the closing price per Share as quoted on NASDAQ on the Business Day immediately prior to the Determination Date (“Base Price”, such Base Price to be in all cases rounded up to two decimal places) as well, then the Per Share Purchase Price shall be the Base Price, subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Proceeding” means an action, claim, suit, investigation or proceeding (including, without limitation, an informal investigation or partial proceeding, such as a deposition) pending or, to the Company’s knowledge, threatened in writing against or affecting the Company, or its properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign).

“Purchaser Party” shall have the meaning ascribed to such term in Section 4.5.

“Required Approvals” shall have the meaning ascribed to such term in Section 3.1(d).

“Rule 144” means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 424” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“SEC Reports” shall have the meaning ascribed to such term in Section 3.1(g).

“Securities” means the Shares.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Shares” means the shares of Common Stock issued to the Purchaser pursuant to this Agreement.

“Short Sales” means all “short sales” as defined in Rule 200 of Regulation SHO under the Exchange Act (but shall not be deemed to include locating and/or borrowing shares of Common Stock).

“Subscription Amount” means the aggregate amount to be paid for Shares purchased hereunder in United States dollars and in immediately available funds, calculated as the amount equal to the number of Shares to be purchased as calculated pursuant to Section 2.1 below multiplied by the Per Share Purchase Price.

“Trading Day” means a day on which the principal Trading Market is open for trading.

“Trading Market” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange (or any successors to any of the foregoing).

“Transaction Documents” means this Agreement and the Shareholder Rights Agreement all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated hereunder.

“Transfer Agent” means American Stock Transfer & Trust Company, LLC, the current transfer agent of the Company, with a mailing address of 6201 15th Ave, Brooklyn, NY 11219, and any successor transfer agent of the Company.

ARTICLE II. PURCHASE AND SALE

2.1. Closing. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell and the Purchaser agrees to purchase, a number of Shares equal to \$20.0 million divided by the Per Share Purchase Price (rounded to the nearest whole share) (provided that its ownership interest does not exceed 19.99% of the Company’s to be issued and outstanding shares of Common Stock). The Purchaser’s Subscription Amount shall be made available for “Delivery Versus Payment” settlement with the Company or its designees. The Company shall deliver to the Purchaser its Shares as determined pursuant to the immediately preceding sentence, and the Company and the Purchaser shall deliver at the Closing the other items set forth in Section 2.2(a) and Section 2.2(b), respectively. Upon satisfaction of the covenants and conditions set forth in Sections 2.2 and 2.3, the Closing shall occur at such location or through some other process as the parties shall mutually agree. Unless otherwise directed by the Placement Agent, settlement of the Shares shall occur via “Delivery Versus Payment” (“DVP”) (i.e., on the Closing Date, the Company shall issue the Shares registered in book entry form in the Purchaser’s name and address and released by the Transfer Agent directly to the account at the Placement Agent identified by the Purchaser; upon receipt of such Shares, the Placement Agent shall promptly electronically deliver such Shares to the Purchaser, and payment therefor shall be made by the Placement Agent (or its clearing firm) by wire transfer to the Company).

2.2. Deliveries.

- (a) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser the following:
 - (i) this Agreement duly executed by the Company;
 - (ii) a legal opinion of Company Counsel, in a form reasonably acceptable to the Purchaser;

(iii) the Company shall have provided the Purchaser with the Company's wire instructions, on Company letterhead and executed by the Company's Chief Executive Officer or Chief Financial Officer; and

(iv) as set forth in the last sentence of Section 2.1, a copy of the irrevocable instructions to the Transfer Agent instructing the Transfer Agent to deliver on an expedited basis via book-entry Shares equal to the Purchaser's Subscription Amount divided by the Per Share Purchase Price, registered in the name of the Purchaser.

(b) On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company the following:

(i) this Agreement duly executed by the Purchaser; and

(ii) the Purchaser's Subscription Amount, which shall be made available for "Delivery Versus Payment" settlement with the Company or its designees.

2.3. Closing Conditions.

(a) The obligations of the Company hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Purchaser contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

(ii) all obligations, covenants and agreements of the Purchaser required to be performed at or prior to the Closing Date shall have been performed;

(iii) the delivery by the Purchaser of the items set forth in Section 2.2(b) of this Agreement; and

(iv) Nasdaq shall have approved of the listing of the Shares to the extent required by the rules of the Nasdaq.

(b) The obligations of the Purchaser hereunder in connection with the Closing are subject to the following conditions being met:

(i) the accuracy in all material respects (or, to the extent representations or warranties are qualified by materiality or Material Adverse Effect, in all respects) when made and on the Closing Date of the representations and warranties of the Company contained herein (unless as of a specific date therein in which case they shall be accurate as of such date);

- been performed;
- (ii) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date shall have been performed;
 - (iii) the delivery by the Company of the items set forth in Section 2.2(a) of this Agreement;
 - (iv) there shall have been no Material Adverse Effect with respect to the Company since the date hereof;
 - (v) Nasdaq shall have approved of the listing of the Shares to the extent required by the rules of the Nasdaq; and
 - (vi) from the date hereof to the Closing Date, trading in the Common Stock shall not have been suspended by the Commission or the Company's principal Trading Market, and, at any time prior to the Closing Date, trading in securities generally as reported by Bloomberg L.P. shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by such service, or on any Trading Market, nor shall a banking moratorium have been declared either by the United States or New York State authorities nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity of such magnitude in its effect on, or any material adverse change in, any financial market which, in each case, in the reasonable judgment of the Purchaser, makes it impracticable or inadvisable to purchase the Securities at the Closing; provided, however, that no event, change, occurrence, condition or effect arising out of, or resulting from the outbreak of the novel coronavirus shall constitute or be taken into account in determining whether any such national or international calamity or material adverse change in any financial market has occurred.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties of the Company. Except as set forth in the SEC Reports or in the Disclosure Schedules, which Disclosure Schedules shall be deemed a part hereof and shall qualify any representation or warranty otherwise made herein to the extent of the disclosure contained in the corresponding section of the Disclosure Schedules, the Company hereby makes the following representations and warranties to the Purchaser:

(a) Organization and Qualification. The Company is an entity duly incorporated or otherwise organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted. The Company is not in violation nor default of any of the provisions of its respective certificate of incorporation, bylaws or other organizational or charter documents.

(b) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and each of the other Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the other Transaction Documents by the Company and the consummation by it of the

transactions contemplated hereby and thereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, the Board of Directors or the Company's stockholders in connection herewith or therewith other than in connection with the Required Approvals. This Agreement and each other Transaction Document to which it is a party has been (or upon delivery will have been) duly executed by the Company and, when delivered in accordance with the terms hereof and thereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(c) No Conflicts. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, the issuance and sale of the Securities and the consummation by it of the transactions contemplated (including without limitation as a result of the Company's issuance of the Securities and the Purchaser's ownership of the Securities) hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Lien upon any of the properties or assets of the Company, or give to others any rights of termination, amendment, anti-dilution or similar adjustments, acceleration or cancellation (with or without notice, lapse of time or both) of, any agreement, credit facility, debt or other instrument (evidencing a Company debt or otherwise) or other understanding to which the Company is a party or by which any property or asset of the Company is bound or affected, (iii) subject to the Required Approvals, conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected; except in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a Material Adverse Effect, or (iv) trigger any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's certificate of incorporation (or similar charter documents) or the laws of its state of incorporation that is or could become applicable.

(d) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of the Transaction Documents, other than: (i) the filings required pursuant to Section 4.3 of this Agreement, (ii) application to the Nasdaq Global Market for the listing of the Shares for trading thereon in the time and manner required thereby, and (iii) the filing of Form D with the Commission and such filings as are required to be made under applicable state securities laws (collectively, the "Required Approvals").

(e) Issuance of the Securities. The Securities are duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and nonassessable, free and clear of all Liens imposed by the Company. The Company has reserved from its duly authorized capital stock the maximum number of shares of Common Stock issuable pursuant to this Agreement.

(f) Capitalization. The capitalization of the Company as of the date hereof is as set forth on Schedule 3.1(f). Except as set forth on Schedule 3.1(f), the Company has not issued any capital stock since its most recently filed periodic report under the Exchange Act, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities and as set forth on Schedule 3.1(f), there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or contracts, commitments, understandings or arrangements by which the Company is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents. The issuance and sale of the Securities will not obligate the Company to issue shares of Common Stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no outstanding securities or instruments of the Company (i) with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company, (ii) that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company is or may become bound to redeem a security of the Company. The Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. Except for the Required Approvals, no further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders.

(g) SEC Reports; Financial Statements. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Securities Act and Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, being collectively referred to herein as the "SEC Reports") on a timely basis or has received a valid extension of such time of filing and has filed

any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company has never been an issuer subject to Rule 144(i) under the Securities Act. The financial statements of the Company included in the SEC Reports complied in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (“GAAP”), except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(h) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest unaudited financial statements included within the SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any material liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company’s financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company equity compensation or stock option plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Agreement or as set forth in the SEC Reports, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its business, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least one (1) Trading Day prior to the date that this representation is made.

(i) Litigation. Except as reported in the SEC Reports, there is no material action, suit, inquiry, notice of violation, labor dispute, proceeding or investigation pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its properties before or by any court, arbitrator, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) (collectively, an “Action”). None of the Actions set forth in the SEC Reports (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or the Securities or (ii) could, if there were an unfavorable decision, have or reasonably be expected to result in a Material Adverse Effect. Neither the Company, nor to the knowledge of the Company, any director or officer thereof, is or

has been the subject of any Action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the knowledge of the Company, there is not pending or contemplated, any investigation by the Commission involving the Company or any current or former director or officer of the Company. The Commission has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

(j) Compliance. The Company is not: (i) in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, pollution or protection of human health or the environment, any provision of the FCPA, U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, applicable financial record-keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, applicable money laundering statutes and applicable rules and regulations thereunder, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(k) Regulatory Permits. The Company possesses all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct its business as described in the SEC Reports, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect (“Material Permits”), and the Company has not received any notice of proceedings relating to the revocation or modification of any Material Permit.

(l) Intellectual Property. The Company has, or has rights to use, the patents or patent applications (as the case may be) as set out in Schedule 3.1(1), as well as other patents, patent applications, trademarks, trademark applications, service marks, trade names, trade secrets, inventions, copyrights, licenses and other intellectual property rights and similar rights necessary or required for use in connection with its business as described in the SEC Reports and which the failure to so have would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect (collectively, the “Intellectual Property Rights”). All such Intellectual Property Rights are enforceable and there is no existing infringement by another Person of any of the Intellectual Property Rights. The Company has taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties. The Company has no knowledge of any facts that would preclude it from having valid license rights or clear title to the Intellectual Property Rights. The Company has no knowledge that it lacks or will be unable to obtain any rights or licenses to use all Intellectual Property Rights that are necessary to conduct its business.

(m) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

(n) Disclosure. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, the Company confirms that neither it nor any other Person acting on its behalf has provided the Purchaser or its agents or counsel with any information that it believes constitutes or might constitute material, non-public information which is not otherwise disclosed in the SEC Reports. The Company understands and confirms that the Purchaser will rely on the foregoing representation in effecting transactions in securities of the Company. All of the disclosure furnished by or on behalf of the Company to the Purchaser regarding the Company, its business and the transactions contemplated hereby, including the Disclosure Schedules to this Agreement, is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. The press releases disseminated by the Company during the three (3) years preceding the date of this Agreement taken as a whole do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made and when made, not misleading. The Company acknowledges and agrees that the Purchaser makes or has made no representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 3.2 hereof.

(o) Accountants. The Company's independent registered public accounting firm is BDO USA, LLP. To the knowledge and belief of the Company, such accounting firm (i) is a registered public accounting firm as required by the Exchange Act and (ii) shall express its opinion with respect to the financial statements to be included in the Company's Annual Report for the fiscal year ending December 31, 2020.

(p) Acknowledgment Regarding Purchasers' Purchase of Securities. The Company acknowledges and agrees that the Purchaser is acting solely in the capacity of an arm's length purchaser with respect to the Transaction Documents and the transactions contemplated thereby.

(q) FDA. The properties, business, operations and products of the Company have been and are being conducted, manufactured, packaged, labeled, tested and/or distributed (as the case may be) in all material respects in accordance with all applicable laws, rules and regulations of the U.S. Food and Drug Administration ("FDA"). The Company has not been informed by the FDA that the FDA will prohibit the marketing, sale, license or use in the United States of any product proposed to be developed, produced or marketed by the Company nor has the FDA expressed any concern as to approving or clearing for marketing any product being developed or proposed to be developed by the Company

3.2. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants as of the date hereof and as of the Closing Date to the Company as follows (unless as of a specific date therein, in which case they shall be accurate as of such date):

(a) Organization; Authority. The Purchaser is an entity duly incorporated or formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with full right, corporate, partnership, limited liability company or similar power and authority to enter into and to consummate the transactions contemplated by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents and performance by the Purchaser of the transactions contemplated by the Transaction Documents have been duly authorized by all necessary corporate, partnership, limited liability company or similar action, as applicable, on the part of the Purchaser. Each Transaction Document to which it is a party has been duly executed by the Purchaser, and when delivered by the Purchaser in accordance with the terms hereof, will constitute the valid and legally binding obligation of the Purchaser, enforceable against it in accordance with its terms, except: (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

(b) The Company acknowledges and agrees that the representations contained in this Section 3.2 shall not modify, amend or affect the Purchaser's right to rely on the Company's representations and warranties contained in this Agreement or any representations and warranties contained in any other Transaction Documents or any other document or instrument executed and/or delivered in connection with this Agreement or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, for the avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to locating or borrowing shares in order to effect Short Sales or similar transactions in the future.

(c) The Purchaser acknowledges its understanding that the offering and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(a)(2) of the Securities Act and the applicable provisions of Regulation D promulgated thereunder ("Regulation D") and that the Company is relying on the Purchaser's representations and warranties in connection with the Regulation D exemption. In furtherance thereof, the Purchaser represents and warrants to the Company as follows:

(i) The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act;

(ii) The Purchaser realizes that the basis for exemption would not be available if the sale of Shares was part of a plan or scheme to evade registration provisions of the Securities Act or any applicable state or federal securities laws;

(iii) The Purchaser is acquiring the Shares solely for the Purchaser's own beneficial account, for investment purposes, and not with a view towards, or resale in connection with, any distribution of the Shares;

(iv) The Purchaser has the financial ability to bear the economic risk of its investment, has adequate means for providing for its current needs and contingencies, and has no need for liquidity with respect to an investment in the Company;

(v) The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares;

(vi) The Purchaser has had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the Shares and the business, financial condition, results of operations and prospects of the Company; and

(vii) The Purchaser is unaware of, and is in no way relying on, any form of general solicitation or general advertising, including, without limitation, any article, notice, advertisement or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or electronic mail over the Internet, in connection with the offer and sale of Shares and is not subscribing for Shares and did not become aware of the offer or sale of Shares through or as a result of any seminar or meeting to which the Purchaser was invited by, or any solicitation of a subscription by, a person not previously known to the Purchaser in connection with investments in securities generally.

(d) Certain Transactions and Confidentiality. Other than consummating the transactions contemplated hereunder, the Purchaser has not, nor has any Person acting on behalf of or pursuant to any understanding with the Purchaser, directly or indirectly, executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing one day after the Purchaser first submitted a term sheet in writing to the Company setting forth the material terms of the transactions contemplated hereunder and ending immediately prior to the execution hereof. The Purchaser has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction) in accordance with that certain Non-Disclosure Agreement between the Company and the Purchaser (the "NDA").

(e) Transfer Restrictions. The Purchaser will not sell or otherwise transfer any Shares without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the Purchaser must bear the economic risk of its purchase because, among other reasons, the Shares have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the Purchaser is aware that the Shares are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act ("Rule 144"), and they may not be sold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The Purchaser

understands that any sales or transfers of the Shares are further restricted by state securities laws and the provisions of this Agreement. The Purchaser understands that, subject to the Purchaser's rights set forth herein, the Company may establish procedures for approval of transfers, including transfers sought to be permitted under Rule 144, which may result in delays in desired sales or transfers by the Purchaser.

(f) Legends. The Purchaser understands and agrees that the Shares shall bear substantially the following legend until such Shares shall have been registered under the Securities Act and effectively disposed of in accordance with a registration statement that has been declared effective

THE SECURITIES REPRESENTED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED BY THE ISSUER WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION COVERING SUCH SECURITIES UNDER THE SECURITIES ACT OR AN EXEMPTION FROM REGISTRATION.

ARTICLE IV. OTHER AGREEMENTS OF THE PARTIES

4.1. Shareholder Rights Agreement. The Company and the Purchaser shall enter into a Shareholder Rights Agreement in connection with this transaction which shall allow the Purchaser certain rights.

4.2. Furnishing of Information. Until the time that the Purchaser owns no Securities the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to the Exchange Act even if the Company is not then subject to the reporting requirements of the Exchange Act.

4.3. Securities Laws Disclosure; Publicity. The Company shall (a) by the Disclosure Time issue a press release disclosing the material terms of the transactions contemplated hereby, and (b) file a Current Report on Form 8-K, including the Transaction Documents as exhibits thereto, with the Commission within the time required by the Exchange Act. From and after the issuance of such press release, the Company represents to the Purchaser that it shall have publicly disclosed all material, non-public information delivered to the Purchaser by the Company or any of its officers, directors, employees or agents in connection with the transactions contemplated by the Transaction Documents. In addition, effective upon the issuance of such press release, the Company acknowledges and agrees that NDA shall terminate in accordance with and subject to its terms. The Company and the Purchaser shall consult with

each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor the Purchaser shall issue any such press release nor otherwise make any such public statement without the prior consent of the Company, with respect to any press release of the Purchaser, or without the prior consent of the Purchaser, with respect to any press release of the Company, which consent shall not unreasonably be withheld or delayed, except if such disclosure is required by law, in which case the disclosing party shall promptly provide the other party with prior notice of such public statement or communication. Notwithstanding the foregoing, the Company shall not publicly disclose the name of the Purchaser, or include the name of the Purchaser in any filing with the Commission or any regulatory agency or Trading Market, without the prior written consent of the Purchaser, except (a) as required by federal securities law in connection with the filing of final Transaction Documents with the Commission and (b) to the extent such disclosure is required by law or Trading Market regulations, in which case the Company shall provide the Purchasers with prior notice of such disclosure permitted under this clause (b).

4.4. Non-Public Information. Except with respect to the material terms and conditions of the transactions contemplated by the Transaction Documents, which shall be disclosed pursuant to Section 4.3, the Company covenants and agrees that neither it, nor any other Person acting on its behalf will provide the Purchaser or its agents or counsel with any information that constitutes, or the Company reasonably believes constitutes, material non-public information, unless prior thereto the Purchaser shall have consented to the receipt of such information and agreed with the Company to keep such information confidential. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such material non-public information with the Commission pursuant to a Current Report on Form 8-K. The Company understands and confirms that the Purchaser shall be relying on the foregoing covenant in effecting transactions in securities of the Company.

4.5. Indemnification of Purchaser. Subject to the provisions of this Section 4.5, the Company will indemnify and hold the Purchaser and its directors, officers, shareholders, members, partners, employees and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls the Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "Purchaser Party") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any the Purchaser Parties may suffer or incur as a result of or relating to (a) any breach of any of the representations, warranties, covenants or agreements made by the Company in this Agreement or in the other Transaction Documents, (b) any action instituted against the Purchaser Party in any capacity, or any of them or their respective Affiliates, by any stockholder of the Company who is not an Affiliate of the Purchaser Party or any other Purchaser Party, with respect to any of the transactions contemplated by the Transaction Documents (unless such action is based upon a

material breach of the Purchaser Party's representations, warranties or covenants under the Transaction Documents or any agreements or understandings the Purchaser Party may have with any such stockholder or any violations by the Purchaser Party of state or federal securities laws or any conduct by the Purchaser Party which is finally judicially determined to constitute fraud, gross negligence or willful misconduct), or (c) in connection with any registration statement of the Company providing for the resale by the Purchaser of Shares issued pursuant to this Agreement, (i) any untrue or alleged untrue statement of a material fact contained in such registration statement, any prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding the Purchaser Party furnished in writing to the Company by the Purchaser Party expressly for use therein, or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder in connection therewith. If any action shall be brought against any Purchaser Party in respect of which indemnity may be sought pursuant to this Agreement, the Purchaser Party shall promptly notify the Company in writing, and the Company shall have the right to assume the defense thereof with counsel of its own choosing reasonably acceptable to the Purchaser Party. Any Purchaser Party shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Purchaser Party except to the extent that (x) the employment thereof has been specifically authorized by the Company in writing, (y) the Company has failed after a reasonable period of time to assume such defense and to employ counsel or (z) in such action there is, in the reasonable opinion of counsel, a material conflict on any material issue between the position of the Company and the position of the Purchaser Party, in which case the Company shall be responsible for the reasonable fees and expenses of no more than one such separate counsel. The Company will not be liable to any Purchaser Party under this Agreement (1) for any settlement by a Purchaser Party effected without the Company's prior written consent, which shall not be unreasonably withheld or delayed; or (2) to the extent, but only to the extent that a loss, claim, damage or liability is attributable to any Purchaser Party's breach of any of the representations, warranties, covenants or agreements made by the Purchaser Party in this Agreement or in the other Transaction Documents. The indemnification required by this Section 4.5 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or are incurred. The indemnity agreements contained herein shall be in addition to any cause of action or similar right of any Purchaser Party against the Company or others and any liabilities the Company may be subject to pursuant to law.

4.6. Subsequent Equity Sales. From the date hereof until 365 days after the Closing Date, the Company shall not issue, enter into any agreement to issue or announce the issuance or proposed issuance of any shares of Common Stock or Common Stock Equivalents except as provided for in the Shareholder Rights Agreement.

4.7. No Short Sales. From the execution of this Agreement until the Per Share Purchase Price is decided, i.e. the previous business day of the Closing Date, the Purchaser shall not execute any securities transaction that may contravene any relevant regulations, including Short Sales of any of the Company's securities.

4.8. Registration Statement. Except as otherwise required by Rule 144, in order to assist with the elimination of any restriction (including but not limited to such restrictions arising from or in connection with (a) the Purchaser becoming an Affiliate of the Company (as determined by the Shareholder in its sole discretion) and (b) the Shares being “restricted securities”, as such term is defined in Rule 144) whatsoever on the Purchaser from trading in the securities of the Company (including, but not limited to, the Shares), the Company shall (i) file with the Commission on or before the Closing Date a registration statement on Form S-3 in order to register the sale of the Shares, (ii) use commercially reasonable best efforts to cause such registration statement to become effective within 60 calendar days (or, in the event of a full review, 90 calendar days) following the Closing Date, and (iii) keep such registration statement effective at all times until the later of (x) the Purchaser no longer owning any Shares or (y) the Purchaser no longer being an Affiliate of the Company.

ARTICLE V. MISCELLANEOUS

5.1. Termination. This Agreement may be terminated by either party by written notice to the other party if the Closing has not been consummated on or before the fifth (5th) Trading Day following the Closing Date.

5.2. Fees and Expenses. Except as expressly set forth in the Transaction Documents to the contrary, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement. The Company shall pay all costs, fees, expenses and disbursements arising from or in connection with any action taken pursuant to the filing of the registration statement on Form S-3, Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes and duties levied in connection with the delivery of any Securities to the Purchasers.

5.3. Entire Agreement. The Transaction Documents, together with the exhibits and schedules thereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, which the parties acknowledge have been merged into such documents, exhibits and schedules.

5.4. Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment at the email address as set forth on the signature pages attached hereto at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the time of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email attachment at the email address as set forth on the signature pages attached hereto on a day that is not a Trading Day or later than

5:30 p.m. (New York City time) on any Trading Day, (c) the second (2nd) Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or (d) upon actual receipt by the party to whom such notice is required to be given. The address for such notices and communications shall be as set forth on the signature pages attached hereto. To the extent that any notice provided pursuant to any Transaction Document constitutes, or contains, material, non-public information regarding the Company, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K.

5.5. Amendments; Waivers. This Agreement may be amended, modified or supplemented only by a written instrument signed by the Company and the Purchaser. No provision of this Agreement may be waived except in a written instrument signed by the party against whom enforcement of any such waived provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right. Any amendment effected in accordance with this Section 5.5 shall be binding upon the Purchaser and the Company.

5.6. Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Purchaser (other than in connection with a merger of the Company, which shall not require consent). The Purchaser may assign any or all of its rights under this Agreement to any Person to whom the Purchaser assigns or transfers any Securities, provided that such transferee agrees in writing to be bound, with respect to the transferred Securities, by the provisions of the Transaction Documents that apply to the Purchaser.

5.8. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person, except as otherwise set forth in Section 4.5.

5.9. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of the Transaction Documents shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement and any other Transaction Documents (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed

herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such Proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an action or proceeding to enforce any provisions of the Transaction Documents, then, in addition to the obligations of the Company under Section 4.5, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

5.10. Survival. The representations and warranties contained herein shall survive the Closing and the delivery of the Securities for a period of five (5) years from the Closing.

5.11. Execution. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

5.12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

5.13. Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) any of the other Transaction Documents, whenever the Purchaser exercises a right, election, demand or option under a Transaction Document and the Company does not timely perform its related obligations within the periods therein provided, then the Purchaser may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

5.14. Replacement of Securities. If any certificate or instrument evidencing any Securities is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof (in the case of mutilation), or in lieu of and substitution therefor, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction. The applicant for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs (including customary indemnity) associated with the issuance of such replacement Securities.

5.15. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchaser and the Company will be entitled to seek specific performance under the Transaction Documents. The parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations contained in the Transaction Documents and hereby agree to waive and not to assert in any action for specific performance of any such obligation the defense that a remedy at law would be adequate. Each party agrees that it shall not have a remedy of punitive or consequential damages against the other and hereby waives any right or claim to punitive or consequential damages it may now have or may arise in the future.

5.16. Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchaser pursuant to any Transaction Document or the Purchaser enforces or exercises its rights thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.17. Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

5.18. Construction. The parties agree that each of them and/or their respective counsel have reviewed and had an opportunity to revise the Transaction Documents and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Transaction Documents or any amendments thereto. In addition, each and every reference to share prices and shares of Common Stock in any Transaction Document shall be subject to adjustment for reverse and forward stock splits, stock dividends, stock combinations and other similar transactions of the Common Stock that occur after the date of this Agreement.

5.19. **WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.**

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

MEDICINOVA, INC.

Address for Notice: 4275 Executive Square
Suite 300

By: /s/ Yuichi Iwaki
Name: Yuichi Iwaki, M.D., Ph.D.
Title: President and Chief Executive Officer

La Jolla, CA 92037
Fax: (858) 404-0048

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SIGNATURE PAGE FOR PURCHASER FOLLOWS]

[SIGNATURE PAGE FOR COMPANY]

IN WITNESS WHEREOF, the undersigned have caused this Securities Purchase Agreement to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Purchaser: **3D OPPORTUNITY MASTER FUND**

Signature of Authorized Signatory of Purchaser: /s/ Sai Fai Yip

Name of Authorized Signatory: Sai Fai Yip

Title of Authorized Signatory: Director

Email Address of Authorized Signatory:

Facsimile Number of Authorized Signatory:

Address for Notice to Purchaser:

c/o 3D Investment Partners Pte. Ltd.
250 North Bridge Road,
#13-01 Raffles City Tower,
Singapore 179101

[SIGNATURE PAGE FOR PURCHASER]

SHAREHOLDER RIGHTS AGREEMENT

THIS SHAREHOLDER RIGHTS AGREEMENT (this “**Agreement**”), is made and entered into as of January 11, 2021 by and among MediciNova, Inc., a Delaware corporation, (the “**Company**”) and 3D Opportunity Master Fund, a Cayman Islands exempt company (the “**Shareholder**”).

RECITALS

WHEREAS, the Company and the Shareholder are entering into a certain Securities Purchase Agreement as of the date hereof for the investment of approximately \$20 million in the securities of the Company subject to the terms and conditions of the Securities Purchase Agreement.

WHEREAS, in order to induce the Shareholder to invest funds in the Company pursuant to the Securities Purchase Agreement, the Shareholder and the Company hereby agree that the Shareholder shall have the rights and privileges set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement:

1.1 “**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any investment fund or separately managed account now or hereafter existing that is controlled by one (1) or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

1.2 “**Board**” or “**Board of Directors**” means the board of directors of the Company.

1.3 “**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

1.4 “**Change of Control**” means a transaction or series of related transactions in which a person, or a group of related persons, acquires from Shareholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company.

1.5 “**Common Stock**” means shares of the Company’s common stock, par value \$0.001 per share.

1.6 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.7 “**Restated Certificate**” means the Company’s Restated Certificate of Incorporation, as amended and/or restated from time to time.

1.8 “**SEC**” means the U.S. Securities and Exchange Commission.

1.9 “**Shares**” means and shall include any securities of the Company that the holders of which are entitled to vote, including, without limitation, all shares of Common Stock, by whatever name called, now owned or subsequently acquired by Shareholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise.

2. Observer Rights.

2.1 Right of Appointment. The Company hereby grants the Shareholder the option and right to appoint (such right, the “**Observer Appointment Right**”) a representative of the Shareholder’s sole choice (the “**Board Observer**”) to attend all meetings of the Board (both regular and special), should the Shareholder so decide, and, upon the written request of the Shareholder, receive minutes of such meetings. The Observer Appointment Right may only be exercised during the six (6) month period following the first anniversary of this Agreement; provided that the Observer Appointment Right is contingent upon the Shareholder having beneficial ownership of five percent (5%) or more of the outstanding Shares of the Company (the “**Ownership Threshold**”) at the time of appointment. The Shareholder may exercise the Observer Appointment Right pursuant to the provisions of Section 2.2 below. The Board Observer, once appointed, shall serve for a period equal to the shorter of two (2) years or the date at which the Shareholder’s holdings fall below the Ownership Threshold through disposition of Shares by the Shareholder (the “**Observation Period**”). For avoidance of doubt, the Shareholder shall not be deemed to be below the Ownership Threshold if its beneficial ownership is decreased due to an issuance of Shares by the Company and the Shareholder shall maintain its Observer Appointment Right unless its own disposition of Shares causes it to fall below the Ownership Threshold. The Board Observer shall not constitute a member of the Board and shall not be entitled to vote on, or consent to, any matters presented to the Board.

2.2 Notice of Appointment. To exercise the Observer Appointment Right, the Shareholder shall deliver written notice to the Company affirmatively appointing a representative to be the Board Observer. Upon delivery by Shareholder, and until the earliest of (i) the resignation or death of such individual serving as the Board Observer, (ii) the removal of such individual serving as the Board Observer by the Shareholder, as evidenced by written notice delivered by the Shareholder to the Company or (iii) the end of the Observation Period, such representative shall be the Board Observer. The Shareholder may remove or change the individual serving as the Board Observer for any reason, with or without cause in its sole discretion. If for any reason, the individual serving as the Board Observer is removed or otherwise ceases to serve as the Board Observer, the Shareholder may, by written notice in accordance with this Section 2.2, appoint a new Board Observer during the remaining portion of the Observation Period.

2.3 Conduct of Meetings. The Company shall (i) provide the Shareholder and the Board Observer written notice of each meeting of the Board (both regular and special), at approximately the same time as notice is given to the members of the Board and (ii) on a meeting-by-meeting basis, if the Shareholder notifies the Company that the Board Observer will attend such meeting, provide the Board Observer with all rights to attend (whether in person or by telephone or other means of electronic communication as provided to each member of the Board) such meeting of the Board. Subject to the provisions of Section 2.4 below, if the

Shareholder desires to have the Board Observer attend any such meeting of the Board, the Shareholder shall within two (2) Business Days of receipt of written notice of such meeting, notify the Company that the Board Observer will attend such meeting. Notwithstanding any rights to be granted or provided to the Board Observer hereunder, the Board reserves the right to exclude the Board Observer from access to any material or meeting or portion thereof if the Board reasonably determines, in good faith after consultation with outside counsel, that such access (a) could be reasonably likely to adversely affect the attorney-client privilege between the Company and its counsel, (b) would result in disclosure of trade secrets or other highly confidential proprietary information to the Board Observer (unless covered by an enforceable confidentiality agreement) or (c) could result in a conflict of interest with the Company.

2.4 Receipt of Material Non-Public Information by Board Observer. Shareholder and the Company covenant that prior to the attendance of the Board Observer at any meeting of the Board they shall agree to appropriate processes and procedures regarding the access by the Board Observer to material non-public information with respect to the Company (“MNPI”) in order to comply with the internal compliance processes of the Shareholder.

2.5 Compliance Process. Except to the extent that may otherwise be required by applicable law, including, without limitation, the provisions of Section 5.1 below, and subject to the provisions of Section 2.4 above, the Company shall abide by all internal compliance processes of the Shareholder (as notified in writing to the Company) with respect to all notices and information (including minutes of meetings and other documents) delivered or communicated to the Shareholder and the Observer in connection with Section 2 of this Agreement.

3. Rights to Future Stock Issuances.

3.1 Right of First Offer. Until January 11, 2022, the Company shall not undertake any capital financing activities (each round of such activities, a “**Capital Raising Round**”) unless, in the reasonable view of the Company, such Capital Raising Round is reasonably likely to significantly enhance stockholder value; provided, however, that in such case the Company shall first provide written notice to the Shareholder of the Company’s needs and intentions with respect to a Capital Raising Round, but shall not include any information that could be deemed MNPI (the “**Right of First Offer Notice**”) and offer the Shareholder (before any other party) the right to participate either by itself or with any of its Affiliates in such Capital Raising Round (the “**Right of First Offer**”). After receipt of the Right of First Offer Notice, the Shareholder may elect for the Company to provide a summary of the proposed terms and conditions of such Capital Raising Round.

3.2 Third Party Offers.

(a) Until January 11, 2022, in the event that the Company receives any written or oral proposal (the “**Third Party Proposal**”) from a third party to provide additional capital or equity or debt financing, the Company agrees that it shall not consider such Third Party Proposal unless, in the reasonable view of the Company, such Capital Raising Round is reasonably likely to significantly enhance stockholder value; provided, however, that in such case the Company shall notify the Shareholder within two (2) Business Days of the receipt of the Third Party

Proposal (without including any material, non-public information). The Shareholder shall, within three (3) Business Days of such notice, provide notice to the Company regarding whether it wishes to receive copies of all documents received by the Company relating to the Third Party Proposal, including, without limitation, a complete and accurate description of the Third Party Proposal and all amendments, revisions, and supplements thereto (the “**Proposal Documents**” and such notice the “**Shareholder Response Notice**”). Following receipt of the Shareholder Response Notice, the Company shall immediately provide the Proposal Documents to the Shareholder.

(b) Following receipt of the Proposal Documents from the Company, the Shareholder shall have the right (the “**Right of First Look**”), but not the obligation, to invest in the Company on the terms and conditions as set forth in the Proposal Documents (whether by itself to the exclusion of the third party or together with the third party) upon written notice to the Company that the Shareholder is exercising the Right of First Look provided pursuant to this Section 3.2. In furtherance of the Right of First Look, the Company agrees that it will (i) cooperate and assist the Shareholder in conducting a due diligence investigation of the Company and its corporate and financial affairs, and (ii) promptly provide the Shareholder with information and documents that the Shareholder may reasonably request so as to allow the Shareholder to make an informed investment decision.

3.3 Apportionment. Should the Shareholder exercise either the Right of First Offer or Right of First Look, the Shareholder shall be entitled to apportion the Right of First Offer or Right of First Look (as the case may be) in such proportions as it deems appropriate, among itself and its Affiliates.

3.4 Compliance Process. Except to the extent that may otherwise be required by applicable law, including, without limitation, the provisions of Section 5.1 below, the Company shall abide by all internal compliance processes of the Shareholder (as notified in writing to the Company) with respect to all notices and information (including Proposal Documents and other documents) delivered or communicated to the Shareholder in connection with Section 3 of this Agreement.

4. MNPI and Compliance Processes.

4.1 MNPI. Subject to the provisions of this Section 4.1 and Section 2.4 above, the Company shall use its commercial reasonable efforts not to provide any MNPI to the Shareholder or the Board Observer. However, should the Company provide any MNPI to the Shareholder or the Board Observer (whether pursuant to Section 2.4, this Section 4.1 or otherwise), the Company shall take all necessary action (which includes but not limited to the public disclosure of such MNPI) to ensure, at the earliest possible time, that the Shareholder be free from any prohibition or restriction in respect of transactions of securities in or related to the Company.

4.2 Compliance Processes. Except to the extent that may otherwise be required by applicable law, including, without limitation, the provisions of Section 5.1 below, and subject to the provisions of Section 2.4 and Section 4.1 above, the Company shall comply with all internal compliance processes of the Shareholder (as notified in writing to the Company) with respect to

notices and information delivered or communicated to the Shareholder by the Company, including without limitation, the provisions of Sections 2 and 3 above, in order (i) to prevent any inadvertent receipt of MNPI by the Shareholder or the Board Observer, (ii) to ensure the mutual recognition and awareness of any MNPI communicated by the Company to the Shareholder or the Board Observer, and the exact of the scope of such MNPI, (iii) for the Shareholder to restrict itself in a timely manner from transactions of securities in or related to the Company whilst in possession of MNPI, and (iv) for the Company to take reasonable action to free the Shareholder from any prohibition or restriction in respect of transactions of securities in or related to the Company.

5. Announcement.

5.1 The Shareholder hereby acknowledges that the terms of this Agreement and the Securities Purchase Agreement will be disclosed in the public filings of the Company with the SEC. The Company and the Shareholder shall consult with each other regarding any SEC filings or disclosure related to the Shareholder's investment in the Company.

5.2 Subject to the limitations set forth in Section 5.1 above, no other announcement regarding the Shareholder in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials or otherwise to the general public may be made without the Shareholder's prior written consent, which consent may be withheld at the Shareholder's sole discretion.

6. Miscellaneous.

6.1 Successors and Assigns. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

6.2 Governing Law. This Agreement shall be governed by the internal law of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

6.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next Business Day; (iii) (if within the United States of America) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) two (2) Business Days after the Business Day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the Shareholder at its address as set forth on Schedule A hereto, or (as to the Company) to the principal office of the Company and to the attention of the Chief Executive Officer, or in any case to such email address or address as subsequently modified by written notice given in accordance with this Section 6.5.

(b) Consent to Electronic Notice. The Shareholder consents to the delivery of any stockholder notice by electronic transmission at the electronic mail address set forth in Schedule A, as updated from time to time by notice to the Company, or as on the books of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. The Shareholder agrees to promptly notify the Company of any change in the Shareholder's electronic mail address, and that failure to do so shall not affect the foregoing.

6.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the Shareholder; provided that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one (1) or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

6.7 Severability. In case any one (1) or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

6.8 Recapitalizations, Etc. The provisions of this Agreement (including any calculation of share ownership) shall apply, to the full extent set forth herein with respect to the Common Stock, to any and all shares of capital stock of the Company or any capital stock, partnership or member units or any other security evidencing ownership interests in any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) that may be issued in respect of, in exchange for, or in substitution of the Common Stock and/or other capital stock of the Company by reason of any stock dividend, split, combination, recapitalization, liquidation, reclassification, merger, consolidation, or otherwise.

6.9 Aggregation of Stock; Apportionment. All shares of Common Stock held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate.

6.10 Entire Agreement. This Agreement (including any Schedules hereto), constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. In the event of any inconsistency or conflict between this Agreement and the Restated Certificate or Bylaws, the terms of this Agreement shall govern and any such conflict shall be resolved in favor this Agreement, and the Shareholder and the Company shall, to the extent permitted by applicable law, amend such agreement to comply with the terms of this Agreement.

6.11 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of New York and to the jurisdiction of the United States District Court for the District of New York for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of New York or the United States District Court for the District of New York, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

6.12 WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Shareholder Rights Agreement as of the date first written above.

COMPANY:

MEDICINOVA, INC.

By: /s/ Yuichi Iwaki

Name: Yuichi Iwaki, M.D., Ph.D.

Title: President and Chief Executive Officer

SHAREHOLDER:

3D OPPORTUNITY MASTER FUND

By: /s/ Sai Fai Yip

Name: Sai Fai Yip

Title: Director

SIGNATURE PAGE TO SHAREHOLDER RIGHTS AGREEMENT

SCHEDULE A

SHAREHOLDER

Name, Address and Email

3D Opportunity Master Fund

c/o 3D Investment Partners Pte. Ltd.
250 North Bridge Road,
#13-01 Raffles City Tower,
Singapore 179101



MediciNova Enters into US\$20 Million Securities Purchase Agreement with a fund managed by 3D Investment Partners

LA JOLLA, Calif., January 11, 2021 (GLOBE NEWSWIRE) — MediciNova, Inc., a biopharmaceutical company traded on the NASDAQ Global Market (NASDAQ:MNOV) and the JASDAQ Market of the Tokyo Stock Exchange (Code Number: 4875), today announced that it has entered into a Securities Purchase Agreement pursuant to which MediciNova has agreed to issue US\$20 million in shares of its common stock to 3D Opportunity Master Fund, a fund managed by 3D Investment Partners Pte. Ltd. (“3D”), in a private placement transaction.

MediciNova intends to use the proceeds received from the private placement primarily for the following three programs:

- 1) To initiate a new clinical trial of MN-166 (ibudilast) for glioblastoma, which could be a pivotal trial.
- 2) To develop an intravenous formulation of MN-166 (ibudilast), which is ideal for amyotrophic lateral sclerosis (ALS) patients who have difficulty with swallowing.
- 3) To initiate a Phase 2 clinical trial of MN-001 (tipelukast) in nonalcoholic steatohepatitis (NASH).

Yuichi Iwaki, MD, PhD, President and Chief Executive Officer of MediciNova, Inc., commented, “We are very pleased to reach this agreement with 3D Opportunity Master Fund. This investment will enable us to accelerate development of additional programs in our diverse pipeline. We believe that it is essential for shareholders and management to share the goal of increasing corporate value and to have investments that are accompanied by capital discipline. In this regard, we believe that 3D is an investor with a sincere desire to support our efforts to increase the true corporate value of MediciNova, which is our ultimate goal.”

Motoki Sato, MD, Managing Director of 3D Investment Partners Pte. Ltd., commented, “We believe that this investment will meaningfully accelerate MediciNova’s drug development in the pipeline and could lead to unleashing its highest potential in value. Significant benefits could be brought to and shared among patients and healthcare professionals in need of effective drugs to combat rare diseases, as well as MediciNova’s stakeholders. We are pleased to have built an effective relationship with MediciNova through incentive alignment between management and shareholders.”

About 3D Investment Partners

3D Investment Partners Pte. Ltd. is a value-oriented investment manager founded in 2015 and based in Singapore. 3D seeks value investing opportunities through a process of bottom-up fundamental research and analysis. By unlocking value with an emphasis on alignment of interest with the management teams of their portfolio companies, 3D delivers its clients superior long-term compounding returns with the spirit of “Sampo Yoshi” – a Japanese business core value that one should do business in a way that is good for all three parties: the seller, the buyer, and society at large. 3D, together with its portfolio company’s management, pursues the same goal of increasing value for all stakeholders.

About MediciNova

MediciNova, Inc. is a publicly-traded biopharmaceutical company founded upon developing novel, small-molecule therapeutics for the treatment of diseases with unmet medical needs with a primary commercial focus on the U.S. market. MediciNova’s current strategy is to focus on BC-PIV SARS-COV-2 vaccine for COVID-19, MN-166 (ibudilast) for neurological disorders such as progressive multiple sclerosis (MS), amyotrophic lateral sclerosis (ALS), degenerative cervical myelopathy (DCM), substance dependence (e.g., alcohol use disorder, methamphetamine dependence, opioid dependence) and glioblastoma (GBM), as well as prevention of acute respiratory distress syndrome (ARDS) caused by COVID-19, and MN-001 (tipelukast) for fibrotic diseases such as nonalcoholic steatohepatitis (NASH) and idiopathic pulmonary fibrosis (IPF). MediciNova’s pipeline also includes MN-221 (bedoradrine) and MN-029 (denibulin). For more information on MediciNova, Inc., please visit www.medicinova.com.

Statements in this press release that are not historical in nature constitute forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, without limitation, statements regarding the future development and efficacy of BC-PIV SARS-COV-2 vaccine, MN-166, MN-001, MN-221, and MN-029. These forward-looking statements may be preceded by, followed by or otherwise include the words “believes,” “expects,” “anticipates,” “intends,” “estimates,” “projects,” “can,” “could,” “may,” “will,” “would,” “considering,” “planning” or similar expressions. These forward-looking statements involve a number of risks and uncertainties that may cause actual results or events to differ materially from those expressed or implied by such forward-looking statements. Factors that may cause actual results or events to differ materially from those expressed or implied by these forward-looking statements include, but are not limited to, risks related to the closing of the private placement, risks of obtaining future partner or grant funding for development of BC-PIV SARS-COV-2 vaccine, MN-166, MN-001, MN-221, and MN-029 and risks of raising sufficient capital when needed to fund MediciNova’s operations and contribution to clinical development, risks and uncertainties inherent to the development of formulations as well as the initiation and conduct of clinical trials, including the potential cost, expected timing and risks associated with clinical trials designed to meet FDA guidance and the viability of further development considering these factors, product development and commercialization risks, the uncertainty of whether the results of clinical trials will be predictive of results in later stages of product development, the risk of delays or failure to obtain or maintain regulatory approval, risks associated with the reliance on third parties to sponsor and fund clinical trials, risks regarding intellectual property rights in product candidates and the ability to defend and enforce such intellectual property rights, the risk of failure of the third parties upon whom MediciNova relies to conduct its clinical trials and manufacture its product candidates to perform as expected, the risk of increased cost and delays due to delays in the commencement, enrollment, completion or analysis of clinical trials or significant issues regarding the adequacy of clinical trial designs or the execution of clinical trials, and the timing of expected filings with the regulatory authorities, MediciNova’s collaborations with third parties, the availability of funds to complete product development plans and MediciNova’s ability to obtain third party funding for programs and raise sufficient capital when needed, and the other risks and uncertainties described in MediciNova’s filings with the Securities and Exchange Commission, including its annual report on Form 10-K for the year ended December 31, 2019 and its subsequent periodic reports on Form 10-Q and current reports on Form 8-K. Undue reliance should not be placed on these forward-looking statements, which speak only as of the date hereof. MediciNova disclaims any intent or obligation to revise or update these forward-looking statements.

INVESTOR CONTACT:

Geoff O’Brien
Vice President
MediciNova, Inc.
info@medicinova.com