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**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): April 2, 2018

**REZOLUTE, INC.**

(Name of registrant in its charter)

**Delaware**  
(State or jurisdiction  
of incorporation or  
organization)

**000-54495**  
(Commission File  
Number)

**27-3440894**  
(IRS Employer  
Identification No.)

1450 Infinite Drive  
Louisville, CO 80027  
(Address of principal executive offices)

(303) 222-2128  
(Registrant's telephone number)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

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

### **Bridge Financing**

On April 2, 2018, Rezolute, Inc. (the “**Company**”, “**we**”, “**us**”, “**our**” or “**Rezolute**”) completed a second closing on a convertible note financing (the “**Debt Financing**”). In connection with the closing we issued a secured convertible promissory note (the “**Note**”) along with a warrant (the “**Warrant**”) to purchase shares of our common stock. We received gross proceeds from this closing of \$4.0 million, excluding transaction costs, fees and expenses. With this closing the initial investments of \$700,000 that was invested in the convertible note financing were amended to agree to the terms agreed to with investors in this closing.

#### *Notes*

The Note bears interest at a rate of 12% per annum and is payable in a single cash payment on January 31, 2019 (the “**Maturity Date**”). In the event we issue equity securities in a transaction or series of related transactions (the “**Qualified Financing**”) resulting in aggregate gross proceeds to us of at least \$15,000,000, the Note and any outstanding accrued interest will convert into the Qualified Financing at a 20% discount. The Notes will be secured by a perfected security interest in the tangible assets of the Company.

#### *Warrants*

The Warrant permits the holder to purchase shares of our common stock equal to 100% of (i) the number of shares of the common stock that the Notes will convert into in the event of a Qualified Financing prior to July 1, 2018 or (ii) a number of shares equal to the principal amount of the Notes divided by the weighted average price of the Company’s securities for 20 days prior to July 1, 2018. The exercise price for the warrants will be determined to be 120% of the per share price of the stock issued in a Qualified Financing or 120% of the weighted average price of the Company’s common stock if a Qualified Financing has not occurred by July 1, 2018. The Exercise Price and the number of Warrant Shares is subject to adjustment upon certain events, such as stock splits, combinations, dividends, distributions, reclassifications, mergers or other corporate change and dilutive issuances.

The foregoing descriptions of the form of the Note and the form of Warrant are qualified in their entirety by reference to the full text of such agreements, copies of which are attached hereto as Exhibit 10.1 and 4.1, respectively, and each of which is incorporated herein in its entirety by reference.

### **Placement Agent Agreement**

On January 29, 2018, we entered into a placement agent agreement, dated January 29, 2018 and amended February 26, 2018 with an effective date as of the closing of the Debt Financing (the “**Placement Agent Agreement**”) with a placement agent (the “**Placement Agent**”). The material terms of the Placement Agent Agreement are as follows:

Upon the closing of a financing, if any, as compensation for services provided to the Placement Agent, we agreed that we will pay the Placement Agent: (i) a cash fee equal to 7% of the gross proceeds invested in a financing; and (ii) a warrant to purchase such number of shares of the Company’s common stock equal to 10% of the gross proceeds of a financing. We also agreed to pay the Placement Agent reasonable expense fees. The Placement Agent Agreement contains customary representations, warranties and covenants of the parties and indemnification and contribution provisions under which the Company, on the one hand, and the Placement Agent, on the other hand, have agreed to indemnify each other against certain liabilities.

As part of the close, we issued to the Placement Agent a warrant (the “**Financing Warrant**”) pursuant to Section 4(a)(2) of the Act and Rule 506 promulgated thereunder. The Financing Warrant is exercisable for a period of ten (10) years from the date of issuance with an exercise price to be determined at the earlier of the Company’s completion of a \$15 million qualified financing or July 1, 2018. The Financing Warrant shall be adjusted both as to the number of shares and price to which they are exercisable, based on any splits, conversions, or reorganizations that affect the Company’s common stock.

### **Financing Plans**

The Debt Financing is critical to support the Company’s ongoing operations while the Company prepares to conduct a Qualified Financing to be completed prior to the end of Q2 2018. Proceeds from a Qualified Financing will be used to advance the Company’s key corporate goals including the following: (i) commencing a Phase 2b study for RZ358 in Europe and the US; (ii) completing the Company’s ongoing Phase 1 study in the US for AB101; and (iii) finalizing preclinical tasks and filing an investigational new drug application (IND) for RZ402.

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**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03

**Item 3.02 Unregistered Sales of Equity Securities**

The information disclosed in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02. The sale and issuance of the Notes and the Warrants and the issuance of shares of our common stock upon the exercise or conversion thereof have been determined to be exempt from registration under the Securities Act, in reliance on Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering, in which the investors are accredited and have acquired the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof. Such shares may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

**Item 7.01. Regulation FD Disclosure.**

On April 3, 2018, we issued the press release attached hereto as Exhibit 99.1. In accordance with General Instruction B.2 of Form 8-K, the information set forth herein and in the press release is deemed to be “furnished” and shall not be deemed to be “filed” for purposes of the Securities Exchange Act of 1934, as amended. The information set forth in Item 7.01 of this Current Report on Form 8-K shall not be deemed an admission as to the materiality of any information in this Current Report on Form 8-K that is required to be disclosed solely to satisfy the requirements of Regulation FD.

**Item 9.01 Financial Statements and Exhibits**

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
<a href="#"><u>4.1</u></a>	<a href="#"><u>Form of Warrant</u></a>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Form of Note</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release of Rezolute, Inc. dated April 3, 2018*</u></a>

\* The following exhibit relating to Item 7.01 is intended to be furnished to, not filed with, the SEC pursuant to Regulation FD.

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**SIGNATURES**

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

**REZOLUTE, INC.**

DATE: April 3, 2018

By: /s/ Morgan Fields  
Morgan Fields  
Chief Accounting Officer

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## EXHIBIT INDEX

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<a href="#">99.1</a>	<a href="#">Press Release of Rezolute, Inc. dated April 3, 2018*</a>

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THE WARRANT REPRESENTED BY THIS CERTIFICATE AND THE SHARES ISSUABLE UPON EXERCISE THEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THIS WARRANT AND THE SHARES ISSUABLE UPON THE EXERCISE THEREOF HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE. THIS WARRANT AND THE SHARES ISSUABLE UPON EXERCISE THEREOF MAY NOT BE PLEDGED, SOLD, ASSIGNED OR TRANSFERRED UNLESS SUCH TRANSACTION IS MADE PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OR APPLICABLE STATE SECURITIES LAWS OR THE COMPANY IS PROVIDED WITH AN OPINION OF COUNSEL, SATISFACTORY TO THE COMPANY, STATING THAT SUCH SALE, ASSIGNMENT, PLEDGE OR OTHER TRANSFER IS IN COMPLIANCE WITH EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO TRANSFER OF ANY INTEREST IN THIS WARRANT OR THE SECURITIES PURCHASABLE UPON EXERCISE MAY BE EFFECTED WITHOUT FIRST SURRENDERING THIS WARRANT OR SUCH SECURITIES, AS THE CASE MAY BE, TO THE COMPANY OR ITS TRANSFER AGENT, IF ANY.

Warrant to Purchase  
Shares of  
Common Stock  
As Herein Described

\_\_\_\_\_, 2018

**WARRANT TO PURCHASE COMMON STOCK OF**

**REZOLUTE, INC.**

This Warrant (this "Warrant") is to certify that, for value received, \_\_\_\_\_, or a proper assignee (the "Holder"), is entitled to purchase up to one hundred percent (100%) of (i) the shares of common stock, \$0.001 par value per share (the "Common Stock") of Rezolute, Inc., a Delaware corporation (the "Company"), that the Holder receives pursuant to a conversion under that certain Senior Secured Promissory Note by and between the Holder and the Company, dated as of \_\_\_\_\_, 2018, as the same may be amended and restated (the "Note"), in the event a Qualified Financing occurs prior to July 1, 2018, or (ii) in the event a Qualified Financing does not occur prior to July 1, 2018, a number of shares equal to the principal amount of the Notes divided by the weighted average of the closing bid and asked prices or the average closing prices of the Company's common stock on the principal market where the Company's securities are then traded for the 20-day trading period prior to July 1, 2018, subject to the provisions of this Warrant Number N-[X] from the Company. This Warrant shall be exercisable at an exercise price (the "Exercise Price") to be determined at the earlier of (i) the Company's successful offering and sale of at least \$15 million of its securities in a single equity financing (a "Qualified Financing") or (ii) July 1, 2018, if there has been no Qualified Financing prior to such date (the "Pricing Date"). The Exercise Price as of a given Pricing Date shall be the lowest of: (1) 120% of the lowest per share price of the shares of the Company's capital stock sold in a Qualified Financing involving the sale or purchase of only the Company's capital stock, or (2) in the event of a Qualified Financing involving the sale and purchase of units (i.e., shares of the Company's capital stock plus warrants or other similar instruments to purchase the Company's capital stock), the lowest per-unit price of the Company's units sold in such Qualified Financing. In the event that the Company does not complete a Qualified Financing prior to July 1, 2018, the Exercise Price of this Warrant shall be 120% of the weighted average of the closing bid and asked prices or the average closing prices of the Company's common stock on the Principal Trading Market where the Company's common stock is then traded for the ten consecutive Trading Days ending on the Trading Day immediately preceding July 1, 2018.

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If the closing price cannot be calculated for the Company's common stock on a particular date on any of the foregoing bases, the closing price of such security on such date shall be the fair market value as mutually determined by the Company and the Required Holders (as defined in the Purchase Agreement). If the Company and the Required Holders are unable to agree upon the fair market value of such security, then the Board of Directors of the Company shall use its good faith judgment to determine the fair market value. The Board of Directors' determination shall be binding upon all parties absent demonstrable error. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

"Trading Market" means whichever of the New York Stock Exchange, the NYSE MKT, the NASDAQ Stock Market (any market tier) or the OTCQX or OTCQB tiered marketplace organized by OTC Markets Group Inc., on which the Company's common stock is listed or quoted for trading on the date in question. "Principal Trading Market" means the Trading Market on which the Company's common stock is primarily listed on and/or quoted for trading, which, as of the date of the Purchase Agreement and the Closing Date (as defined therein), shall be the OTCQB tiered marketplace organized by OTC Markets Group Inc. "Trading Day" means (i) a day on which the Company's common stock is listed or quoted on its Principal Trading Market, or (ii) if the Company's common stock is not listed or quoted on any Trading Market, a day on which the Company's common stock is quoted in the over the counter market as reported in the OTC Pink (also known as "Pink Sheets") by OTC Markets Group Inc. (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Company's common stock is not listed or quoted as set forth in clause (i) or (ii) above, then Trading Day shall mean a Business Day.

The Company shall provide the holder of this Warrant with written notice of the Exercise Price within three Business Days after the Exercise Price is effective, including the manner in which the Company calculated the Exercise Price and the specifics of such calculation. This Warrant is one of a series of Warrants issued under the Securities Purchase and Security Agreement dated \_\_\_\_\_, 2018 by and among the Company and the purchasers listed on Exhibit A thereto (the "Purchase Agreement").

This Warrant also is subject to the following terms and conditions:

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1. Exercise and Payment; Exchange.

(a) Exercise of Warrant. This Warrant may be exercised in whole or in part at any time from and after the date hereof through 5:00 p.m., the fifth anniversary of the date hereof (the "Expiration Date"), at which time this Warrant shall expire and become void, but if such date is a day on which federal or state chartered banking institutions located in the State of Delaware are authorized to close, then on the next succeeding day which shall not be such a day. Exercise shall be by presentation and surrender to the Company, or at the office of any transfer agent designated by the Company (the "Transfer Agent"), of (i) this Warrant, (ii) the attached exercise form properly executed, and (iii) a certified or official bank check for the Exercise Price for the number of shares of Common Stock issuable upon exercise of this Warrant (the "Warrant Shares") specified in the exercise form. If this Warrant is exercised in part only, the Transfer Agent shall, upon surrender of the Warrant, execute and deliver a new Warrant evidencing the rights of the Holder to purchase the remaining number of Warrant Shares purchasable hereunder. Upon receipt by the Company of this Warrant in proper form for exercise, accompanied by payment as aforesaid, the Holder shall be deemed to be the holder of record of the Common Stock issuable upon such exercise, notwithstanding that the stock transfer books of the Company shall then be closed or that certificates representing such Warrant Shares shall not then be actually delivered to the Holder.

(b) Conditions to Exercise or Exchange. The restrictions in Section 7 shall apply, to the extent applicable by their terms, to any exercise or exchange of this Warrant permitted by this Section 1.

2. Reservation of Shares. The Company shall, at all times until the Expiration Date, reserve for issuance and delivery upon exercise of this Warrant the number of Warrant Shares which shall be required for issuance and delivery upon exercise of this Warrant.

3. Fractional Interests. The Company shall not issue any fractional shares or scrip representing fractional shares upon the exercise or exchange of this Warrant. With respect to any fraction of a share resulting from the exercise or exchange hereof, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the current fair market value per share of Common Stock, determined as follows:

(a) If the Common Stock is listed on a national securities exchange or admitted to unlisted trading privileges on such an exchange, the current fair market value shall be the last reported sale price of the Common Stock on such exchange on the last Business Day prior to the date of exercise of this Warrant or, if no such sale is made on such day, the mean of the closing bid and asked prices for such day on such exchange;

(b) If the Common Stock is not so listed or admitted to unlisted trading privileges or quoted on a national securities exchange, the current fair market value shall be the mean of the last bid and asked prices reported on the last Business Day prior to the date of the exercise of this Warrant by the OTC Markets Group, Inc.; or

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(c) If the Common Stock is not so listed or admitted to unlisted trading privileges and bid and asked prices are not so reported, the current fair market value shall be an amount, not less than book value, determined in such reasonable manner as may be prescribed by the Company in good faith.

4. No Rights as Shareholder. This Warrant shall not entitle the Holder to any rights as a shareholder of the Company, either at law or in equity. The rights of the Holder are limited to those expressed in this Warrant and are not enforceable against the Company except to the extent set forth herein.

5. Adjustments in Number and Exercise Price of Warrant Shares.

5.1 The number of shares of Common Stock for which this Warrant may be exercised and the Exercise Price therefor shall be subject to adjustment as follows:

(a) If the Company is recapitalized through the subdivision or combination of its outstanding shares of Common Stock into a larger or smaller number of shares, the number of shares of Common Stock for which this Warrant may be exercised shall be increased or reduced, as of the record date for such recapitalization, in the same proportion as the increase or decrease in the outstanding shares of Common Stock, and the Exercise Price shall be adjusted so that the aggregate amount payable for the purchase of all of the Warrant Shares issuable hereunder immediately after the record date for such recapitalization shall equal the aggregate amount so payable immediately before such record date.

(b) If the Company declares a dividend on Common Stock payable in Common Stock or securities convertible into Common Stock, the number of shares of Common Stock for which this Warrant may be exercised shall be increased as of the record date for determining which holders of Common Stock shall be entitled to receive such dividend, in proportion to the increase in the number of outstanding shares (and shares of Common Stock issuable upon conversion of all such securities convertible into Common Stock) of Common Stock as a result of such dividend, and the Exercise Price shall be adjusted so that the aggregate amount payable for the purchase of all the Warrant Shares issuable hereunder immediately after the record date for such dividend shall equal the aggregate amount so payable immediately before such record date.

(c) If the Company distributes to holders of its Common Stock, other than as part of its dissolution or liquidation or the winding up of its affairs, any shares of its Common Stock, any evidence of indebtedness or any of its assets (other than cash, Common Stock or securities convertible into Common Stock), the Company shall give written notice to the Holder of any such distribution at least 15 days prior to the proposed record date in order to permit the Holder to exercise this Warrant on or before the record date. There shall be no adjustment in the number of shares of Common Stock for which this Warrant may be exercised, or in the Exercise Price, by virtue of any such distribution.

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( d ) If the Company offers rights or warrants generally to the holders of Common Stock which entitle them to subscribe to or purchase additional Common Stock or securities convertible into Common Stock, the Company shall give written notice of any such proposed offering to the Holder at least 15 days prior to the proposed record date in order to permit the Holder to exercise this Warrant on or before such record date. There shall be no adjustment in the number of shares of Common Stock for which this Warrant may be exercised, or in the Exercise Price, by virtue of any such distribution.

(e) If the event, as a result of which an adjustment is made under paragraph (a) or (b) above, does not occur, then any adjustments in the Exercise Price or number of shares issuable that were made in accordance with such paragraph (a) or (b) shall be adjusted to the Exercise Price and number of shares as were in effect immediately prior to the record date for such event.

5.2 In the event of any reorganization or reclassification of the outstanding shares of Common Stock (other than a change in par value or from no par value to par value, or from par value to no par value, or as a result of a subdivision or combination) or in the event of any consolidation or merger of the Company with another entity after which the Company is not the surviving entity, at any time prior to the expiration of this Warrant, upon subsequent exercise of this Warrant the Holder shall have the right to receive the same kind and number of shares of common stock and other securities, cash or other property as would have been distributed to the Holder upon such reorganization, reclassification, consolidation or merger had the Holder exercised this Warrant immediately prior to such reorganization, reclassification, consolidation or merger, appropriately adjusted for any subsequent event described in this Section 5. The Holder shall pay upon such exercise the Exercise Price that otherwise would have been payable pursuant to the terms of this Warrant. If any such reorganization, reclassification, consolidation or merger results in a cash distribution in excess of the then applicable Exercise Price, the holder may, at the Holder's option, exercise this Warrant without making payment of the Exercise Price, and in such case the Company shall, upon distribution to the Holder, consider the Exercise Price to have been paid in full, and in making settlement to the Holder, shall deduct an amount equal to the Exercise Price from the amount payable to the Holder. In the event of any such reorganization, merger or consolidation, the corporation formed by such consolidation or merger or the corporation which shall have acquired the assets of the Company shall execute and deliver a supplement hereto to the foregoing effect, which supplement shall also provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Warrant.

5.3 If the Company shall, at any time before the expiration of this Warrant, dissolve, liquidate or wind up its affairs, the Holder shall have the right to receive upon exercise of this Warrant, in lieu of the shares of Common Stock of the Company that the Holder otherwise would have been entitled to receive, the same kind and amount of assets as would have been issued, distributed or paid to the Holder upon any such dissolution, liquidation or winding up with respect to such Common Stock receivable upon exercise of this Warrant on the date for determining those entitled to receive any such distribution. If any such dissolution, liquidation or winding up results in any cash distribution in excess of the Exercise Price provided by this Warrant, the Holder may, at the Holder's option, exercise this Warrant without making payment of the Exercise Price and, in such case, the Company shall, upon distribution to the Holder, consider the Exercise Price to have been paid in full and, in making settlement to the Holder, shall deduct an amount equal to the Exercise Price from the amount payable to the Holder.

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6 . Notices to Holder. So long as this Warrant shall be outstanding (a) if the Company shall pay any dividends or make any distribution upon the Common Stock otherwise than in cash or (b) if the Company shall offer generally to the holders of Common Stock the right to subscribe to or purchase any shares of any class of Common Stock or securities convertible into Common Stock or any similar rights or (c) if there shall be any capital reorganization of the Company in which the Company is not the surviving entity, recapitalization of the capital stock of the Company, consolidation or merger of the Company with or into another corporation, sale, lease or other transfer of all or substantially all of the property and assets of the Company, or voluntary or involuntary dissolution, liquidation or winding up of the Company, then in such event, the Company shall cause to be mailed to the Holder, at least 30 days prior to the relevant date described below (or such shorter period as is reasonably possible if 30 days is not reasonably possible), a notice containing a description of the proposed action and stating the date or expected date on which a record of the Company's shareholders is to be taken for the purpose of any such dividend, distribution of rights, or such reclassification, reorganization, consolidation, merger, conveyance, lease or transfer, dissolution, liquidation or winding up is to take place and the date or expected date, if any is to be fixed, as of which the holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such event.

7. Transfer, Exercise, Exchange, Assignment or Loss of Warrant, Warrant Shares or Other Securities.

7.1 This Warrant may be transferred, exercised, exchanged or assigned ("transferred"), in whole or in part, subject to the following restrictions. This Warrant and the Warrant Shares or any other securities ("Other Securities") received upon exercise of this Warrant shall be subject to restrictions on transferability until registered under the Securities Act of 1933, as amended (the "Securities Act"), unless an exemption from registration is available. Until this Warrant and the Warrant Shares or Other Securities are so registered, this Warrant and any certificate for Warrant Shares or Other Securities issued or issuable upon exercise of this Warrant shall contain a legend on the face thereof, in form and substance satisfactory to counsel for the Company, stating that this Warrant the Warrant Shares or Other Securities may not be sold, transferred or otherwise disposed of unless, in the opinion of counsel satisfactory to the Company, which may be counsel to the Company, that this Warrant, the Warrant Shares or Other Securities may be transferred without such registration. This Warrant and the Warrant Shares or Other Securities may also be subject to restrictions on transferability under applicable state securities or blue sky laws. Until this Warrant and the Warrant Shares or Other Securities are registered under the Securities Act, the Holder shall reimburse the Company for its expenses, including attorneys' fees, incurred in connection with any transfer or assignment, in whole or in part, of this Warrant or any Warrant Shares or Other Securities.

7.2 Until this Warrant, the Warrant Shares or Other Securities are registered under the Securities Act, the Company may require, as a condition of transfer of this Warrant, the Warrant Shares, or Other Securities, that the transferee (who may be the Holder in the case of an exercise or exchange) represent that the securities being transferred are being acquired for investment purposes and for the transferee's own account and not with a view to or for sale in connection with any distribution of the security.

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7.3 Any transfer permitted hereunder shall be made by surrender of this Warrant to the Company or to the Transfer Agent at its offices with a duly executed request to transfer the Warrant, which shall provide adequate information to effect such transfer and shall be accompanied by funds sufficient to pay any transfer taxes applicable. Upon satisfaction of all transfer conditions, the Company or Transfer Agent shall, without charge, execute and deliver a new Warrant in the name of the transferee named in such transfer request, and this Warrant promptly shall be cancelled.

7.4 Upon receipt by the Company of evidence satisfactory to it of loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, of reasonable satisfactory indemnification, or, in the case of mutilation, upon surrender of this Warrant, the Company will execute and deliver, or instruct the Transfer Agent to execute and deliver, a new Warrant of like tenor and date, any such lost, stolen or destroyed Warrant thereupon shall become void.

8 . Representations and Warranties of the Holder. The Holder hereby represents and warrants to the Company with respect to the issuance of the Warrant as follows:

8 . 1 Experience. The Holder has substantial experience in evaluating and investing in securities in companies similar to the Company so that such Holder is capable of evaluating the merits and risks of such Holder's investment in the Company and has the capacity to protect such Holder's own interests.

8 . 2 Investment. The Holder is acquiring this Warrant (and the Warrant Shares issuable upon exercise of this Warrant) for investment for such Holder's own account, not as a nominee or agent, and not with the view to, or for resale in connection with, any distribution thereof. The Holder understands that this Warrant (and the Warrant Shares issuable upon exercise of the Warrant) have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein. The Holder further understands that, at the time Holder wishes to sell the Warrant Shares, there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Company may not have filed all reports and other materials required under Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, other than Form 8-K reports, during the preceding 12 months, and that, in such event, because the Company may have been a "shell company" as contemplated under Rule 144(i), Rule 144 will not be available to the Holder.

8 . 3 Held Indefinitely. The Holder acknowledges that this Warrant (and the Warrant Shares issuable upon exercise of this Warrant) must be held indefinitely unless subsequently registered under the Securities Act or an exemption from such registration is available.

8 . 4 Accredited Holder. The Holder is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act.

8.5 Legends. The Holder understands and acknowledges that the certificate(s) evidencing the securities issued by the Company will be imprinted with a restrictive legend as referenced in Section 7.1 above.

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8.6 Access to Data. The Holder has had an opportunity to discuss the Company's business, management, and financial affairs with the Company's management and the opportunity to review the Company's facilities and business plans. The Holder has also had an opportunity to ask questions of officers of the Company, which questions were answered to its satisfaction.

8.7 Authorization. This Warrant and the agreements contemplated hereby, when executed and delivered by the Holder, will constitute a valid and legally binding obligation of the Holder, enforceable in accordance with their respective terms.

8.8 Brokers or Finders. Except as otherwise set forth in the Purchase Agreement, the Company has not incurred, and will not incur, directly or indirectly, as a result of any action taken by such Holder, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Warrant or any transaction contemplated hereby.

9. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given, if delivered in person or mailed, certified, return-receipt requested, postage prepaid to the address set forth on the signature page below. Any party hereto may from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified below for such party. If any notice or other document is sent by certified or registered mail, return receipt requested, postage prepaid, properly addressed as aforementioned, the same shall be deemed served or delivered 72 hours after mailing thereof. If any notice is sent by fax or email to a party, it will be deemed to have been delivered on the date the fax or email thereof is actually received, provided the original thereof is sent by certified mail, in the manner set forth above, within 24 hours after the fax or email is sent.

10. Amendment. Any provision of this Warrant may be amended or the observance thereof 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 Required Holders.

11. Governing Law. This Warrant shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of law provisions.

12. Securities Registration.

12.1 In the event, Company proposes to register any shares of Common Stock under the Securities Act, for sale or re-sale to the general public solely for cash on a form that also permits the re-sale of Warrant Shares (the "Registrable Shares"), the Company will (i) promptly give to Holder written notice thereof and (ii) use commercially reasonable efforts to include in such registration and in a related underwriting, if any, all Registrable Shares specified in a written request by Holder, which request must be received by the Company within 15 days of notice from Company of the intent to register Shares, subject to the following subsection Holder shall be entitled to participate in a maximum of one such registration. All expenses of registration will be borne by the Company, except that Holder will be responsible for all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all fees and disbursements of counsel or other advisers for such Holder. As a condition to any registration hereunder, Holder must promptly furnish in writing to the Company (and in any event within 10 days of request) such information regarding Holder and the distribution proposed by Holder as the Company may request and as may be required in connection with any registration, qualification, or efforts to comply with applicable laws, rules and regulations, and to execute such documents in connection with such registration as the Company may reasonably request, and will be solely responsible therefor. If a registration statement is proposed to be filed by the Company under the Securities Act, in connection with a private placement of securities and Holder requests that the Registrable Shares be included in that registration. Holder shall be subject to the same terms and conditions with regard to the Company's obligations to register such Registrable Shares as other holders of securities being registered pursuant to such registration statement.

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12.2 If the registration of which the Company gives notice is for a registered public offering involving an underwriting, the Company will so advise Holder as a part of the written notice given under the preceding subsection. In that case, the right of Holder to registration will be conditioned on Holder's participation in such underwriting and all persons proposing to distribute Registrable Shares through such underwriting will enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting by the Company. If the underwriter of the offering determines that marketing factors require a limitation on the number of Registrable Securities to be sold for the account of persons other than the Company, the Company will be required to include in the relevant offering and registration only so many of such Registrable Shares, in addition to any shares of Common Stock to be offered by the Company, as the underwriter believes in good faith would not adversely affect the distribution of the securities to be registered and sold by the Company. If Holder participates in a registration, Holder will not, if so requested by the Company and an underwriter of securities of the Company, sell or otherwise transfer or dispose of any other securities of the Company other than pursuant to the registration statement for a period not to exceed 180 days.

12.3 In the event the Company proposes to register any shares of Common Stock under the Securities Act, the Company will (i) promptly give to Holder written notice thereof and (ii) use commercially reasonable efforts to include in such registration all of Holder's Warrant Shares on such registration statement (the "Registrable Shares"). Holder agrees that Holder will permit the Company to register all Registrable Shares Holder holds. The Company will take all necessary actions and make all necessary filings to keep the registration statement (the "Registration Statement") registering the Registrable Shares effective for a period that extends from the first date on which the Securities and Exchange Commission issues an order of effectiveness in relation to the Registration Statement until such date as the Company's counsel issues a legal opinion asserting that the Qualified Financing Registrable Shares are available for resale under Rule 144 of the Securities Act. As a condition to any registration hereunder, Holder must promptly furnish in writing to the Company (and in any event within 10 days of request) such information regarding Holder and the distribution proposed by Holder as the Company may request and as may be required in connection with any registration, qualification, or efforts to comply with applicable laws, rules and regulations, and to execute such documents in connection with such registration as the Company may reasonably request, and will be solely responsible therefor. All expenses of registration will be borne by the Company, except that Holder will be responsible for all underwriting discounts and selling commissions applicable to the sale of the Qualified Financing Registrable Securities and all fees and disbursements of counsel or other advisers for such Holder.

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13 . Counterpart. This Warrant may be executed in two 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 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.

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IN WITNESS WHEREOF, the Company and the Holder have executed this Warrant as of the date first above written.

**COMPANY:**

**REZOLUTE, INC.**

By: \_\_\_\_\_

Name: Morgan Fields

Title: Chief Accounting Officer

Address:

1450 Infinite Drive

Louisville, Colorado 80027,

Email: mfields@rezolutebio.com

*Acknowledged and Agreed to by:*

**HOLDER:**

**If an Individual:**

By: \_\_\_\_\_  
(signature of individual)

Name: \_\_\_\_\_  
(print name individual)

**If an Entity:**

Entity: \_\_\_\_\_  
(print name of entity)

By: \_\_\_\_\_  
(signature of authorized signatory)

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(title of authorized signatory)

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**THIS SENIOR SECURED PROMISSORY NOTE AND ANY SHARES OF CAPITAL STOCK ACQUIRED UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER SUCH ACT OR PURSUANT TO AN OPINION OF COUNSEL OR OTHER TRANSFER DOCUMENTATION SATISFACTORY TO REZOLUTE, INC. THAT SUCH REGISTRATION IS NOT REQUIRED.**

**REZOLUTE, INC.**  
**SENIOR SECURED PROMISSORY NOTE**

Date: \_\_\_\_\_, 2018

\$[\_\_\_\_\_]

FOR VALUE RECEIVED, the undersigned, REZOLUTE, INC, a Delaware corporation (“**Company**”), promises to pay to the order of [\_\_\_\_\_], a [\_\_\_\_\_] (“**Holder**”) at [INSERT ADDRESS] or such address as the Holder may specify in writing, the principal sum of \$[\_\_\_\_\_] with interest until maturity, whether by acceleration or otherwise, at a rate equal to the lesser of (a) the Maximum Lawful Rate (as hereafter defined) or (b) 12% interest per annum. Interest shall be calculated on the basis of a 365-day year for the actual number of days the principal or accrued and unpaid interest is outstanding.

1. The principal amount payable under this Promissory Note (“**Note**”) shall be the loan made by the Holder to the Company, less any principal payments made in accordance with the terms hereof to the Holder by the Company. Interest shall accrue under this Note beginning on the date first set forth above, which is the date the Company issued the Note to the Holder, and shall accrue and be computed on the principal balance and accrued and unpaid interest outstanding from time to time under this Note until the same is paid in full. Interest payable hereunder shall be due on the fifteenth day of the month following each calendar quarter of each year (i.e., on April 15, July 15, October 15, and January 15) until the Maturity Date, as defined below, when all amounts outstanding under this Note shall be due and payable in full.

2. This Note is one of a series of Notes issued under the Securities Purchase and Security Agreement dated \_\_\_\_\_, 2018 by and among the Company and the purchasers party thereto (the “**Purchase Agreement**”). For the avoidance of doubt, all Notes, regardless of issuance date, shall rank *pari passu* in right of payment.

3. All payments under this Note shall be in immediately available United States funds, without setoff or counterclaim. If any payment of principal or interest under this Note shall be payable on a day other than a Business Day such payment shall be extended to the next succeeding Business Day and interest shall be payable at the rate specified in this Note during such extension. “**Maturity Date**” means the earlier to occur of: (a) January 31, 2019, (b) a Change of Control or (c) if the obligations of the Company under this Note are accelerated in connection with an Event of Default (as defined below), (i) in the case of an Event of Default described in Paragraphs 5(a) or 5(b) below, the date the Holder provides the Company with notice that it is declaring the obligations of the Company under this Note to be immediately due and payable or (ii) in the case of an Event of Default described in Paragraphs 5(c) or 5(d) below, the date of the occurrence of such Event of Default.

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4. In the event that that this Note remains outstanding and the Company successfully offers and sells at least \$15 million of its securities in a single equity financing (a “**Qualified Financing**”), then the outstanding principal and interest due hereunder shall be automatically and immediately converted at the closing of the Qualified Financing into the securities being issued in the Qualified Financing at a 20% discount to the terms set forth in such Qualified Financing. The shares of the Company’s capital stock issued upon conversion of this Note shall have all of the organic and contractual rights, preferences, privileges and obligations, including dividend, liquidation, voting, non-voting and economic rights, and, except as specified herein, shall be issued in accordance with the same terms and conditions as the securities offered in the Qualified Financing. Upon the date of any automatic conversion of this Note, the principal and accrued interest shall be automatically converted without further action by the Holder and whether or not this Note is surrendered to the Company. The Company shall not be obligated to issue certificates evidencing the shares of the Company’s capital stock issuable upon conversion unless (a) this Note is delivered to the Company, or the Holder notifies the Company that this Note has been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Company to indemnify the Company from any damages incurred by it in connection with such loss, mutilation or destruction, and (b) the Holder executes and delivers to the Company such documentation related to the Qualified Financing as the Company may reasonably request. The Company shall, at its sole cost and within five Business Days after compliance with the immediately preceding sentence, issue and deliver certificates representing the number of fully paid and non-assessable shares of capital stock into which the Note converts in accordance with Paragraph (bearing such legends as are required by applicable state and federal laws in the opinion of counsel to the Company), and any other securities and property to which the Holder is entitled upon such conversion under the terms of this Note, including a check payable to the Holder for any cash amounts payable as described in Paragraph 14. Upon conversion of the Note pursuant to this Paragraph, the Company shall take all action necessary and appropriate to designate and authorize a sufficient number of shares of the Company’s capital stock (and common stock upon conversion of any preferred stock) to be issued in the event of a conversion pursuant to this Paragraph. The conversion shall be deemed to have been made immediately upon the consummation of the Qualified Financing.

5. Each of the following shall constitute an “**Event of Default**” hereunder:

(a) Failure by the Company to make any required payment of principal, accrued interest or any other amount under this or any other Note when due and payable.

(b) The failure of the Company to materially comply with any of its obligations, agreements and covenants in herein or in the Purchase Agreement or Warrant being entered into concurrently herewith, or any material breach by the Company of the Purchase Agreement or Warrant, which such failure continues uncured for 10 Business Days after written notice thereof.

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(c) (i) the filing by the Company of a voluntary petition in bankruptcy or a voluntary petition or any answer seeking reorganization, arrangement, readjustment of the Company's debts or for any other relief under the federal bankruptcy code, or under any other existing or future federal or state insolvency act or law, (ii) the application by the Company for, or the appointment by consent or acquiescence of, a receiver or trustee of the Company or for all or a substantial part of the Company's property, or (iii) the making by the Company of an assignment for the benefit of creditors.

(d) (i) the filing of any involuntary petition against the Company in bankruptcy or seeking reorganization, arrangement, or readjustment of the Company's debts or for any other relief under the Federal bankruptcy code, or under any other existing or future federal or state insolvency act or law, or (ii) the involuntary appointment of a receiver or trustee of the Company for all or a substantial part of the Company's property, and a continuance of any such events for a period of 60 days not dismissed, unbonded or undischarged.

Upon the occurrence of any Event of Default described in Paragraphs (a) or (b) above, the Holder, may, at his, her or its option, declare the unpaid principal balance of, all accrued and unpaid interest on, and all other sums payable with regard to, this Note to be immediately due and payable, and demand payment therefor, and may exercise any of its rights and remedies for collection of this Note whether set forth herein or otherwise available under law. Upon the occurrence of an Event of Default described in Paragraphs (c) or (d) above, the unpaid principal balance of, all accrued, unpaid interest on, and all other sums payable with regard to, this Note shall automatically and immediately become due and payable, without any further action on the part of the Holder. The remedies provided herein shall be cumulative and concurrent, and may be pursued singly, successively, or together against the Company at the sole discretion of the Holder, and any failure of the Holder, to exercise any right hereunder at any time shall not be construed as a waiver of the right to exercise the same or any other right at any other time. Holder's obligation to advance any amounts to the Company pursuant to this Note shall terminate upon the occurrence and continuance of an Event of Default. In addition, upon the occurrence and during the continuation of an Event of Default hereunder, all Secured Obligations, including principal, interest, compounded interest, and professional fees, shall bear interest at a rate per annum equal to 15% per annum.

6. This Note is secured by a lien on certain assets of the Company, as set forth in the Purchase Agreement.
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7. A “**Change of Control**” shall mean (a) the acquisition of the Company by another entity by means of any transaction or series of related transactions to which the Company is a party (including, without limitation, any stock acquisition, reorganization, merger or consolidation, but excluding any sale of stock for capital raising purposes and any transaction effected primarily for purposes of changing the Company’s jurisdiction of incorporation) other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of transactions, as a result of shares in the Company held by such holders prior to such transaction or series of transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity (or if the Company or such other surviving or resulting entity is a wholly-owned subsidiary immediately following such acquisition, its parent), or (b) a sale, lease or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole by means of any transaction or series of related transactions, except where such sale, lease or other disposition is to a wholly-owned subsidiary of the Company. For the avoidance of doubt, a transaction will not constitute a “Change of Control” if (i) its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the individuals or entities which held the Company’s securities immediately prior to such transaction or (ii) such transaction is a Qualified Financing.

8. The Company waives presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices and agrees that no extension or indulgence of the Company or release, substitution or non-enforcement of any security, or release or substitution of the Company, any guarantor or any other party, whether with or without notice, shall affect the obligations of the Company.

9. The Company agrees to reimburse the Holder of this Note for any and all reasonable costs and expenses (including without limitation, court costs, legal expenses and reasonable and documented attorneys’ fees, whether inside or outside counsel is used, whether or not suit is instituted and, if suit is instituted, whether at the trial court level, appellate level, in a bankruptcy or administrative proceeding or otherwise) incurred in collecting or attempting to collect this Note or incurred in any other matter or proceeding relating to this Note.

10. All notices, demands, declarations, consents, directions, approvals, instructions, requests and other communications required or permitted by this Note shall be in writing and shall be given to the Holder at its address set forth in the first paragraph of this Note, and to the Company at 1450 Infinite Drive, Louisville, Colorado, 80027.

11. The provisions of this Note may be amended or waived only in a written instrument signed by the Company and the Required Holders as defined in the Purchase Agreement. Any amendment or waiver effected in accordance with this paragraph will be binding upon the Company and the Holder and the Company shall promptly provide the Holder with written notice of and detailing any such amendment or waiver.

12. If any provision of this Note is unenforceable in whole or part for any reason, the remaining provisions shall continue to be effective. THIS NOTE IS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

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13. Anything herein to the contrary notwithstanding, the obligations of the Company hereunder shall be subject to the limitation that payments of interest shall not be required, for any period for which interest is computed hereunder, to the extent (but only to the extent) that contracting for or receiving such payment would be contrary to the provisions of any law applicable to this Note limiting the highest rate of interest which may be lawfully contracted for, charged or received by Holder, and in such event the Company shall pay Holder interest at the highest rate permitted by applicable law (“**Maximum Lawful Rate**”); provided, however, that if at any time thereafter the rate of interest payable hereunder is less than the Maximum Lawful Rate, the Company shall continue to pay interest hereunder at the Maximum Lawful Rate until such time as the total interest received by Holder, is equal to the total interest that would have been received had the interest payable hereunder been (but for the operation of this paragraph) the interest rate payable since the date of this Note.

14. No fractional shares shall be issued upon conversion of this Note. In lieu of the Company issuing any fractional shares to the Holder upon the conversion of this Note, the Company shall, without further action required by Holder, round up any fractional share amount to the nearest whole number and Holder’s ownership adjusted as such shall be reflected on the books and records of the Company.

15. This Note may be executed in two 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 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 purpose.

16. So long as any of the Notes remain outstanding, the Company will not issue or incur any indebtedness for borrowed money (“**New Debt**”) if such New Debt is, by its terms, due prior to the Maturity Date, without the prior written consent of the Required Holders. Notwithstanding the foregoing, the Company may incur additional indebtedness that ranks junior or *pari passu* in right of payment to the Notes without obtaining consent from the Required Holders. For the avoidance of doubt, this Section 16 shall not apply to any indebtedness outstanding as of the Effective Date.

17. The Company may not prepay this or any other Note in whole or in part at any time without the prior written consent of the Required Holders.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the undersigned has caused this Note to be executed by its duly authorized officer as of the date first above written.

COMPANY:

REZOLUTE, INC.  
a Delaware corporation

By: \_\_\_\_\_  
Name: Morgan Fields  
Title: Chief Accounting Officer

*Acknowledged and agreed by the Holder:*

**If an Individual:**

By: \_\_\_\_\_  
(signature of individual)

Name: \_\_\_\_\_  
(print name individual)

**If an Entity:**

Entity: \_\_\_\_\_  
(print name of entity)

By: \_\_\_\_\_  
(signature of authorized signatory)

Name: \_\_\_\_\_  
(print name of authorized signatory)

Title: \_\_\_\_\_  
(title of authorized signatory)

\_\_\_\_\_

\_\_\_\_\_



### Rezolute, Inc. Announces Close of Convertible Note Financing

**LOUISVILLE, Colorado, April 3, 2018 – (GLOBE NEWSWIRE) – Rezolute, Inc.** (“Rezolute” or the “Company”) (OTCQB: **RZLT**), a clinical stage biopharmaceutical company specializing in the development of innovative drug therapies for metabolic and orphan diseases, announced today that with the support of BVF Partners L.P. as lead investor, it has closed a convertible note financing (“Financing”) for gross proceeds of approximately \$5 million. Under the terms of the Financing, the Company issued 12% secured convertible promissory notes with 100% common stock warrant coverage. The Company intends to use the net proceeds for general working capital purposes.

The securities sold in the financing have not been registered under the United States Securities Act of 1933, as amended, and may not be offered or sold in the US absent registration or an applicable exemption from registration requirements.

This press release is being issued pursuant to Rule 135c under the Securities Act of 1933, as amended, and does not constitute an offer to sell or the solicitation of an offer to buy the securities, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. Any offering of the securities under the resale registration statement will only be by means of a prospectus.

#### **About Rezolute, Inc.**

Rezolute is a clinical stage biopharmaceutical company specializing in the development of innovative drug therapies to improve the lives of patients with metabolic and orphan diseases. Rezolute is advancing a diversified pipeline including: RZ358 (Phase 2), an antibody for the ultra-orphan indication of Congenital HyperInsulinism (CHI), with an abbreviated path-to-market strategy; AB101 (Phase 1), a once-weekly injectable basal insulin with the potential to transform the treatment landscape in diabetes management by reducing the therapeutic burden for patients and improving compliance; and RZ402 (plan to file IND in H2 2018), a Plasma Kallikrein Inhibitor (PKI) targeting Diabetic Macular Edema (DME). For more information, visit: [www.rezolutebio.com](http://www.rezolutebio.com).

#### **Forward-Looking Statements**

This release, like many written and oral communications presented by Rezolute, Inc. and our authorized officers, may contain certain forward-looking statements regarding our prospective performance and strategies within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements include statements regarding Rezolute’s plans to complete a convertible note financing and the use of the proceeds thereof. Forward-looking statements are based on current expectations, estimates and projections that involve a number of risks and uncertainties that could cause actual results to differ materially from those anticipated by Rezolute, including risks relating to Rezolute’s inability to complete the sale of all or any portion of the securities offered or inability to obtain applicable regulatory approval for the Offering and Rezolute’s discretion to re-allocate the use of proceeds in the context of its business. Additional assumptions, risks and uncertainties are described in detail in our registration statements, reports and other filings with the Securities and Exchange Commission, which are available on our website and at [www.sec.gov](http://www.sec.gov).

#### **Rezolute, Inc. Contact:**

Noopur Liffick  
VP of Corporate Development  
(650) 549-4175  
[investor-relations@rezolutebio.com](mailto:investor-relations@rezolutebio.com)

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