

UNILIFE CORP

FORM 8-K (Current report filing)

Filed 03/14/16 for the Period Ending 03/11/16

Address	250 CROSS FARM LANE YORK, PA 17406
Telephone	(717) 384-3400
CIK	0001476170
Symbol	UNIS
SIC Code	3841 - Surgical and Medical Instruments and Apparatus
Industry	Medical Equipment & Supplies
Sector	Healthcare
Fiscal Year	06/30

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): March 11, 2016

UNILIFE CORPORATION

(Exact name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34540
(Commission
File Number)

27-1049354
(IRS Employer
Identification No.)

250 Cross Farm Lane, York, Pennsylvania
(Address of Principal Executive Offices)

17406
(Zip Code)

Registrant's telephone number, including area code: (717) 384-3400

Not Applicable

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

Resignation of Chairman of the Board; Cessation of Employment of Alan D. Shortall and Ramin Mojdeh; Appointment of Executive Officers and Chair of the Board of Directors

As of March 11, 2016, Alan D. Shortall's employment as Chief Executive Officer of Unilife Corporation (the "Company") ceased and Mr. Shortall resigned from his position as Chairman of the Company's Board of Directors (the "Board"). In addition, as of March 11, 2016 the employment of Ramin Mojdeh, Ph.D. as the Company's President and Chief Operating Officer ceased.

Effective March 14, 2016 (the "Effective Date"), the Board appointed John Ryan as the Interim President and Chief Executive Officer of the Company. In addition to these roles, Mr. Ryan will continue to serve as the Company's Senior Vice President, General Counsel and Secretary. The Board has appointed an Executive Leadership Team, representing key operational areas of the Company, to work in close collaboration with Mr. Ryan and the Board during Mr. Ryan's tenure as Interim President and Chief Executive Officer of the Company. Mr. Ryan's biographical information can be found in the Company's Definitive Proxy Statement on Schedule 14A, filed with the U.S. Securities and Exchange Commission on October 2, 2015, which information is incorporated herein by reference. There are no arrangements or understandings between Mr. Ryan and any other person pursuant to which he was selected as an officer of the Company. Mr. Ryan is not a party to any transaction that would require disclosure under Item 404(a) of Regulation S-K. There are no family relationships between Mr. Ryan and any of the Company's directors or executive officers.

As of the Effective Date, Ian Hanson was appointed as an executive officer. Mr. Hanson, age 42, has served as the Company's Senior Vice President & General Manager, Advanced Drug Delivery Systems since November 1, 2014. From October 1, 2012 to November 1, 2014, Mr. Hanson served as the Company's Vice President & General Manager, Advanced Drug Delivery Systems, and commencing July 27, 2011, he served as the Company's Director, Advanced Drug Delivery Systems. Prior to joining the Company, Mr. Hanson served in the roles of Senior Engineering Manager, Manager, and Lead of Advanced Engineering & Systems Department of Medtronic Diabetes during the period from March, 2003 to July, 2011. From May, 2000 to March 2003, Mr. Hanson held various engineering roles in external mechanical research and development for Medtronic Diabetes. Prior to that, Mr. Hanson served as Chief Engineer for Inca One Corporation. Mr. Hanson holds a B.S.M.E. from California Polytechnic State University and a Masters in Mechanical Engineering from the University of California at Los Angeles. In connection with Mr. Hanson's appointment as an executive officer, Mr. Hanson received a bonus of approximately \$150,000. Such amount was not paid to Mr. Hanson as it was used to offset withholding obligations that the Company had previously paid on Mr. Hanson's behalf. There are no arrangements or understandings between Mr. Hanson and any other person pursuant to which he was selected as an officer of the Company. Mr. Hanson is not a party to any transaction that would require disclosure under Item 404(a) of Regulation S-K. There are no family relationships between Mr. Hanson and any of the Company's directors or executive officers.

The Board has engaged the executive search firm, Heidrick & Struggles International, Inc., to manage the search process for a permanent President and Chief Executive Officer of the Company.

As of the Effective Date, the Board appointed Mary Kate Wold to serve as its new Chair. Ms. Wold previously served as the Company's Vice Chair of the Board, is currently the Lead Independent Director President and Chief Executive Officer of the Church Pension Group, and is a former finance executive at Wyeth.

Entry into a General Release with Mr. Shortall

The Company and Mr. Shortall entered into a General Release effective as of the Effective Date (the "Shortall Agreement") pursuant to which the Company agreed to pay to Mr. Shortall the following lump sum cash payments: (i) \$420,000, which amount represents twelve months of severance pay at Mr. Shortall's base salary as of March 11, 2016; (ii) \$420,000 in full satisfaction of amounts otherwise owed pursuant to the Employment Agreement, effective as of October 1, 2011, between the Company and Mr. Shortall, as amended (the "Shortall Employment Agreement"); (iii) \$420,000 in full satisfaction of any bonus to which Mr. Shortall may have been entitled to for 2015; (iv) \$56,538.46 in respect of Mr. Shortall's unused vacation time; (v) \$20,264 as reimbursement for the relocation expenses that Mr. Shortall previously incurred in connection with his relocation to the King of Prussia, Pennsylvania area; and (vi) \$130,000 as reimbursement for all reasonable relocation expenses incurred by Mr. Shortall and his family for repatriation to Australia. In addition, the Company agreed to pay \$20,000 of the legal fees incurred by Mr. Shortall in connection with the Shortall Agreement and to pay for the cost of Mr. Shortall's group health coverage under any Company benefit plan for twelve months in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). The cash payments set forth in (i)-(iv) and (vi) above will not be paid to Mr. Shortall as they will be offset in full by withholding obligations of the Company as a result of the vesting of restricted shares described below.

Under the Shortall Agreement, 4,000,000 unvested restricted shares that were granted to Mr. Shortall by the Company pursuant to the Restricted Stock Agreement, dated November 14, 2014, became fully vested.

Pursuant to the Shortall Agreement, the Company and Mr. Shortall executed a mutual release of claims. In addition, Mr. Shortall agreed to assign all inventions and works created by Mr. Shortall during his employment with the Company, to the extent that any such inventions and works were not previously assigned to the Company. Mr. Shortall also agreed to continue to comply with the confidentiality, non-solicitation and non-compete obligations under the Shortall Employment Agreement and to certain trading restrictions with respect to the shares of Common Stock which he holds.

The Shortall Agreement contains customary representations and warranties on the part of Mr. Shortall.

The foregoing description of the Shortall Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Shortall Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Entry into Consulting Agreement with Mr. Shortall

On the Effective Date, the Company and Mr. Shortall entered into a Consulting Agreement dated as of March 11, 2016 (the "Shortall Consulting Agreement"), pursuant to which Mr. Shortall will provide to the Company consulting, organizational and strategic services until March 11, 2018, as directed or authorized from time to time by the Board or the Company's Chief Executive Officer (collectively, the "Shortall Services"). Pursuant to the Shortall Consulting Agreement, Mr. Shortall agreed to provide the Shortall Services exclusively to the Company and to not render any type of services to a competitor of the Company's business from March 11, 2016 until March 11, 2018.

Pursuant to the Shortall Consulting Agreement, in consideration of the Shortall Services, the Company agreed to (i) pay to Mr. Shortall an amount equal to \$12,500 per calendar month from March 11, 2016 until March 11, 2018; (ii) issue to Mr. Shortall 10,000 shares of Common Stock per calendar month from March 11, 2016 until March 11, 2018; and (iii) if prior to March 11, 2021 the per share closing price of the Common Stock exceeds certain thresholds, issue to Mr. Shortall a number of shares of Common Stock (based on the stock price milestone that is achieved), up to a maximum of 1,000,000 shares of Common Stock.

Pursuant to the Shortall Consulting Agreement, if Mr. Shortall timely elects to continue group health coverage with the Company in accordance with COBRA and provides the Shortall Services through March 11, 2018, the Company has agreed to (i) continue to pay for the cost of such continuation coverage from April 2017 through September 2017; and (ii) pay to Mr. Shortall on a monthly basis from October 2017 through March 2018 an amount equal to the monthly amount paid by the Company to subsidize Mr. Shortall's COBRA continuation coverage. Further, pursuant to the Shortall Consulting Agreement, Mr. Shortall is eligible for reimbursement of reasonable travel expenses which are approved in advance by the Company and are associated with Mr. Shortall's performance of his duties under the Shortall Consulting Agreement.

The Shortall Consulting Agreement contains customary representations and warranties on the part of Mr. Shortall.

The foregoing description of the Shortall Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Shortall Consulting Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Entry into a General Release with Dr. Mojdeh

The Company and Dr. Mojdeh entered into a General Release effective as of the Effective Date (the "Mojdeh Agreement") pursuant to which the Company agreed to pay to Dr. Mojdeh the following cash payments: (i) \$420,000, which amount represents twelve months of severance pay at Dr. Mojdeh's base salary as of March 11, 2016, to be paid in equal installments over a twelve-month period; and (ii) \$32,307.46 in respect of Dr. Mojdeh's unused vacation time, to be

paid in a lump sum. The Company also agreed to pay to Dr. Mojdeh an amount equal to \$336,000, to be paid in equal installments over a twelve-month period, which amount represents Dr. Mojdeh's target bonus pursuant to the Employment Agreement, effective as of July 1, 2012, between the Company and Dr. Mojdeh, as amended (the "Mojdeh Employment Agreement"). In addition, the Company agreed to pay up to \$20,000 of the legal fees incurred by Dr. Mojdeh in connection with the Mojdeh Agreement and to pay for the cost of Dr. Mojdeh's group health coverage under any Company benefit plan for twelve months in accordance with COBRA. Further, pursuant to the Mojdeh Agreement, the Company granted to Dr. Mojdeh on the Effective Date 3,800,000 fully vested and transferable shares of Common Stock. The cash payments described in this paragraph will not be paid to Dr. Mojdeh as such amounts (other than the \$20,000 payment for the legal fees incurred by Dr. Mojdeh in connection with the Mojdeh Agreement) will be offset in full by withholding obligations of the Company as a result of such share issuance to Dr. Mojdeh and the vesting of restricted shares described below.

Under the Mojdeh Agreement, 167,500 unvested restricted shares that were granted to Dr. Mojdeh by the Company pursuant to the Restricted Stock Agreements, dated May 28, 2013 and May 15, 2014, became fully vested.

Pursuant to the Mojdeh Agreement, the Company and Dr. Mojdeh executed a mutual release of claims. In addition, Dr. Mojdeh agreed to assign all inventions and works created by Dr. Mojdeh during his employment with the Company. Dr. Mojdeh also agreed to continue to comply with the confidentiality, non-solicitation and non-compete obligations under the Mojdeh Employment Agreement and to certain trading restrictions with respect to the shares of Common Stock which he holds.

The Mojdeh Agreement contains customary representations and warranties on the part of Dr. Mojdeh.

The foregoing description of the Mojdeh Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Mojdeh Agreement, which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 8.01. Other Events

Press Release

On the Effective Date, the Company issued a press release announcing the management changes and appointments described in this Current Report on Form 8-K. A copy of the press release is attached hereto as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	General Release, dated March 11, 2016, by and between Unilife Corporation and Alan D. Shortall.
10.2	Consulting Agreement, dated March 11, 2016, by and between Unilife Corporation and Alan D. Shortall.
10.3	General Release, dated March 11, 2016, by and between Unilife Corporation and Ramin Mojdeh, Ph.D.
99.1	Press Release, dated March 14, 2016.

SIGNATURES

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

Unilife Corporation

Date: March 14, 2016

By: /s/ John Ryan

Name: John Ryan

Title: Interim President and Chief Executive Officer

March 11, 2016

Mr. Alan D. Shortall
[at the address provided by Mr. Shortall]

Re: General Release

Dear Alan,

This document is a proposed General Release (the “Agreement” or “Release”) from Unilife Corporation (“Unilife” or the “Company”).

Please note that some provisions of this Agreement apply whether or not you sign this Agreement whereas other provisions apply only if you sign. Throughout this Agreement, we have tried to make this distinction clear.

For example, the terms and conditions set forth in Paragraph 1 below will apply regardless of whether you decide to sign this Agreement. Conversely, you will not be eligible to receive the Severance Benefits set forth in Paragraph 2 below unless you sign this Agreement.

In order to receive the payments described in Paragraph 2, you must sign this Agreement, which includes a general release of claims, and promptly return it to John Ryan, Esquire, Senior Vice President and General Counsel. The last date on which either party has signed this Agreement shall be the effective date of the Agreement (“Effective Date”).

This Agreement is a very important legal document. I encourage you to read it carefully and make certain that you understand and agree with it before you sign it. Because this is a legal document, you are encouraged to review the Agreement with your attorney.

1. General Terms of Termination. As noted above, whether or not you sign this Agreement:

- (a) Your last day of employment with the Company (including, without limitation, your employment as Chief Executive Officer thereof) and any of the Company’s subsidiaries is March 11, 2016 (the “Separation Date”). You will be paid for all time worked up to and including your Separation Date.
- (b) The Nonstatutory Stock Options granted to you on January 3, 2012 shall be exercisable in accordance with the terms of the Nonstatutory Stock Option Notice entered into between you and the Company (“Nonstatutory Stock Option Notice”). Specifically, your ability to exercise the Options shall terminate upon the earliest of (i) the expiration of thirty (30) days following the Separation Date; or (ii) the expiration of twelve (12) months following your death, if your death occurs during the period described in (i) above.
- (c) Your eligibility to participate in Company sponsored medical (including vision and prescription) and dental insurance plans as an employee of the Company will cease effective at the end of the month in which your Separation Date occurs. However, you will be

eligible to continue to participate in this insurance in accordance with a federal law called the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), subject to COBRA's terms, conditions and restrictions. The Company will subsidize the cost of the premium you would be required to pay subject to the conditions and for the period of time described below in Paragraph 2(c).

(d) Your participation in all other Company sponsored group benefits including life insurance/accidental death and dismemberment and disability coverage will cease effective your Separation Date.

(e) Your participation in the Company's 401(k) Plan shall cease effective your Separation Date.

(f) Your participation in any bonus or other compensation programs (except as otherwise described in this Agreement) will cease effective your Separation Date.

(g) You must continue to comply with any confidentiality, non-solicitation and non-compete agreements you signed in connection with your employment with the Company, including but not limited to Sections 7 and 8 of the Employment Agreement entered into as of September 30, 2011 by and between you and the Company, as amended ("Employment Agreement").

2. Separation Payments . If you sign this Agreement, agreeing to be bound by the general release of claims in Paragraph 4 below and the other terms and conditions of this Agreement, in consideration for your general release of claims and other commitments under this Agreement, the Company will do the following:

(a) Pay you twelve (12) months of severance pay at your base salary as of your Separation Date, in the gross amount of Four Hundred Twenty Thousand Dollars (\$420,000), to be paid in a single lump sum amount on the next regular pay date after the Effective Date of this Agreement.

(b) Pay you the gross amount of Eight Hundred and Forty Thousand Dollars (\$840,000.00), to be paid in a single lump sum amount on the next regular pay date after the Effective Date of this Agreement, in full satisfaction of any bonus to which you may have been entitled to for 2015 and/or pursuant to Section 6(a)(ii) of your Employment Agreement.

(c) If you are receiving group health coverage under any Company benefit plan on your Separation Date and you timely elect COBRA continuation coverage, the Company will subsidize the entire cost of such continuation of coverage for twelve (12) months, commencing on the first of the month immediately after the Effective Date of this Agreement. Commencing with the first day of the calendar month following the final calendar month during which the Company subsidizes the entire cost of your continuation of coverage, you shall be responsible for the entire cost of such continuation coverage and shall be so responsible for the remainder of the COBRA continuation period. Your period of COBRA coverage will not be extended by the time-period during which the Company subsidizes the cost of your continuation of coverage.

(d) You shall become fully vested and have a nonforfeitable right to the previously unvested Four Million (4,000,000) restricted shares that were granted to you by the Company pursuant to the Restricted Stock Agreement dated November 14, 2014 ("Restricted Stock Agreement").

(e) Pay Twenty Thousand Dollars (\$20,000.00) of your legal fees directly to Sichenzia Ross Friedman Ference LLP for legal counsel to review and advise you with respect to this Agreement, on the next regular pay date after the Company has been provided with an invoice of legal fees incurred in connection with such review. Such amount shall not be subject to withholding by the Company.

(f) Pay you Fifty Six Thousand Five Hundred Thirty Eight Dollars and Forty Six Cents (\$56,538.46) in respect of your seven (7) weeks of unused vacation time on the first payroll date after the Effective Date.

(g) The Company shall reimburse you for all reasonable relocation expenses incurred by you and your family for repatriation to Australia, including the cost of one-way, first-class airline tickets for you, your spouse and dependent children to Australia. The amount of this reimbursement shall be One Hundred and Thirty Thousand Dollars (\$130,000.00). Such amount shall be paid in a single lump sum amount on the next regular pay date after the Effective Date of this Agreement.

(h) The Company shall reimburse you for the relocation expenses that you previously incurred in connection with your move to the King of Prussia, PA area. The amount of this reimbursement shall be Twenty Thousand Two Hundred Sixty Four Dollars (\$20,264.00). Such amount shall be paid in a single lump sum amount on the next regular pay date after the Effective Date of this Agreement or at an earlier date as determined by the Company in its sole discretion. Such reimbursement shall not be subject to withholding by the Company.

(i) You will not be eligible for payments and other benefits described in this Paragraph 2 unless (i) the Company has received a signed copy of this Agreement that has been timely executed; (ii) you have returned all Company property and documents in accordance with Paragraph 9 below and certify that you have done so as required therein, and (iii) you comply with the terms and conditions of this Agreement.

3. Taxation. You understand and agree that you are responsible for the payment of certain federal, state and local income taxes and your share of certain federal, state and local employment taxes on the payments and other consideration you receive as referenced in this Agreement, and that the Company is obligated to withhold from such payments or other consideration for such taxes and deposit such withheld amounts with the appropriate taxing authorities. You understand that in order to satisfy in full its withholding obligations, the Company shall, pursuant to its rights under Section 6(a) of the Restricted Stock Agreement: (a) withhold all cash payments payable under Paragraphs 1 and 2 of this Agreement, unless such withholding is specifically excluded in this Agreement, and (b) withhold an appropriate number of shares of the Company's common stock that would be distributed to you under Paragraph 2(d) of this Agreement. The Company shall not seek additional cash from you in excess of the amounts withheld under subsection (a) of this Paragraph 3.

4. General Release.

(a) In exchange for the Company's payments and other benefits described in Paragraph 2, you release and forever discharge, to the maximum extent permitted by law, the Company and each of the other "Releasees" as defined below, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims") as described below which you, your heirs, agents, administrators or executors have or may have against the Company or any of the other Releasees.

(b) By agreeing to this General Release, you are waiving any and all Claims that can be waived to the maximum extent permitted by law, which you have or may have against the Company or any of the other Releasees arising out of or relating to any conduct, matter, event or omission existing or occurring before you sign this Agreement, and any monetary or other personal relief for such Claims, including but not limited to the following:

- (1) any Claims having anything to do with your employment with the Company;
- (2) any Claims having anything to do with your service on the Board of Directors of the Company;
- (3) any Claims having anything to do with the termination of your employment with the Company;
- (4) any Claims having anything to do with the termination of your service on the Board of Directors of the Company;
- (5) any Claims having anything to do with your rights as a stockholder of the Company or any parent, subsidiary or affiliate of the Company;
- (6) any Claims for unpaid or withheld wages, severance, benefits, bonuses, commissions and/or other compensation of any kind;
- (7) any Claims having anything to do with stock options, restricted stock or other equity or incentive compensation of any kind;
- (8) any Claims under any employment agreement, collective bargaining agreement, or any other agreement;
- (9) any Claims to reinstatement or reemployment;
- (10) any Claims for reimbursement of expenses of any kind;
- (11) any Claims for attorneys' fees, costs or expenses;
- (12) any Claims arising under the Employee Retirement Income Security Act ("ERISA");

(13) any Claims of discrimination and/or harassment based on age, sex, pregnancy, race, religion, color, creed, disability, handicap, failure to accommodate, citizenship, marital status, national origin, ancestry, sexual orientation, gender identity, genetic information, predisposing genetic characteristics, or any other factor protected by Federal, State or Local law as enacted or amended, such as the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Pennsylvania Human Relations Act, and any Claims for retaliation under any of the foregoing laws;

(14) any Claims regarding leaves of absence, including, but not limited to, any Claims under the Family and Medical Leave Act or any other state or local law providing for paid or unpaid leave;

(15) any Claims arising under the Immigration Reform and Control Act (“IRCA”);

(16) any Claims arising under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) or any state law governing military leave;

(17) any Claims under the Worker Adjustment and Retraining Notification Act (“WARN”);

(18) any Claims for violation of public policy;

(19) any whistleblower or retaliation Claims;

(20) any Claims for emotional distress or pain and suffering;

(21) any Claims arising under the Sarbanes-Oxley Act, the Dodd-Frank Act or the Pennsylvania Wage Payment and Collection Law;

(22) any Claims disputing or in any way questioning, disparaging, or challenging your assignment to the Company of, or the Company’s ownership of, all prior right, title, and interest you had in Inventions or Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise during the course of your employment with the Company, as further described in Paragraph 10 below; and

(23) any other statutory, regulatory, common law or other Claims of any kind, including, but not limited to, Claims for breach of contract, libel, slander, fraud, wrongful discharge, invasion of privacy, promissory estoppel, equitable estoppel and misrepresentation.

(c) The term “Releasees” includes, all and singularly, Unilife, OrbiMed Advisors LLC, and each and every one of its past and present affiliates, subsidiaries, parent and related entities, companies and divisions, and their past and present directors, trustees, officers, managers, members supervisors, employees, owners, partners, insurers, investors, attorneys, benefit plan fiduciaries and agents, in their respective capacity as such, and all of their respective predecessors, successors and assigns.

(d) It is important that you understand that this General Release includes all Claims known or unknown by you, those that you may have already asserted or raised as well as those that you have never asserted or raised.

5. Non-Released Claims. The General Release in Paragraph 4 above does not apply to:

- (a) Any Claims for vested benefits under any Company retirement or 401(k) plan;
- (b) Any Claims to enforce the commitments, obligations, agreements, covenants, promises and representations set forth in this Agreement;
- (c) Any Claims to interpret or to determine the scope, meaning, enforceability or effect of this Agreement;
- (d) Any Claims that arise after you have signed this Agreement;

(e) Any Claims for worker's compensation benefits, any Claims for unemployment compensation benefits, and any other Claims that cannot be waived by a General Release;

- (f) Any Claims for coverage under the Company's Directors and Officers insurance policy or any applicable indemnification agreement or policy.

In addition, the General Release in Paragraph 4 is subject to and limited by your retained rights in Paragraph 14 below.

6. Adequacy of Consideration. You acknowledge and agree that the Company's payments under Paragraph 2 above constitute adequate consideration in support of your General Release in Paragraph 4 above, fully compensate you for the Claims you are releasing and are not required by any policy, plan or agreement. For purposes of this paragraph, "consideration" means something of value to which you are not already entitled.

7. Prohibition on Your Using or Disclosing Certain Information. You are prohibited from using or disclosing confidential and/or proprietary information which you acquired in the course of your employment, and which is not generally known by or readily accessible to the public. This confidential and/or proprietary information includes, but is not limited to: financial data, prices, costs, bids, estimates, plans, blueprints, drawings and project descriptions; legal, accounting, marketing and business plans, strategies and techniques; trade secrets and other formulas; manufacturing techniques and equipment; product information; the identity of customers, suppliers, vendors or potential customers; and other information not generally known by or readily accessible to the public. Confidential and/or proprietary information does not include information which is generally known by or readily accessible to the public. This restriction is in addition to any confidentiality or similar such agreements signed by you in connection with your employment with the Company. This restriction is subject to and limited by your retained rights in Paragraph 14 below.

8. Duty to Notify. In the event you receive a request or demand, orally, in writing, electronically or otherwise, for the disclosure or production of Confidential Information (as referenced in Paragraph 7 above and/or in Section 7 of your Employment Agreement) which you acquired or created in the course of your employment, you must notify John Ryan, Esquire, Senior Vice President and General Counsel, immediately, in writing, via facsimile, via certified mail or via overnight mail, at the following address: 150 South Warner Road, King of Prussia, PA 19406, or by calling immediately at the following phone number: 917 204 9525. Any and all documents (written or electronic) in your possession or control relating to the request or demand shall be included with the notification. You shall wait a minimum of ten (10) days (or the maximum time permitted by such legal process, if less) after sending the letter before making a disclosure or production to give the Company time to determine whether the disclosure or production involves confidential and/or proprietary information, in which event the Company may seek to prohibit and/or restrict the production and/or disclosure and/or to obtain a protective order with regard thereto. This provision covers, but is not limited to, requests or demands in connection with judicial, administrative, arbitration and all other adversarial proceedings. If the request or demand is in conjunction with judicial, administrative, arbitration or other adversarial proceedings, copies of all correspondence regarding the request or demand shall be included with the information sent to John Ryan, Esquire, Senior Vice President and General Counsel, 150 South Warner Road, King of Prussia, PA 19406. The foregoing shall not prohibit you from complying with legal process when, by way of example, the Company fails to obtain a protective order prohibiting disclosure or production of documents. This restriction is subject to and limited by your retained rights in Paragraph 14 below and does not apply to governmental investigations if you are instructed by a governmental official that you may not comply with this notification requirement.

9. Company Property and Documents. As a condition precedent to receiving the payments and other benefits set forth in Paragraph 2 above, you must return to the Company, retaining no copies, (i) all Company property (including but not limited to, office, desk or file cabinet keys, Company identification/pass cards, Company-provided credit cards and Company equipment, such as computers, cellular phones, tablets and print-outs) and (ii) all Confidential Information, Company documents (including but not limited to, all hard copy, electronic and other files, forms, lists, charts photographs, correspondence, computer records, programs, notes, memos, disks, DVDs, etc.), manuals, engineering notebooks, customer information and any other Company property and information either in printed or electronic format which you obtained as a result of or in connection with your employment by the Company. Notwithstanding the foregoing, you will be entitled to retain the following devices previously provided to you by the Company: (a) Microsoft Surface Pro 3 (Serial Number 9269244853), (b) iPad Air 2 (Serial Number 354423062362294) and (c) iPhone 6 Plus (Serial Number 355877062066016), subject to the Company's imaging the contents of each device, downloading your personal information to an external hard drive, permanently removing all data on each device and restoring the commercial software to each device (Microsoft Outlook, Microsoft Word, etc.). The Company shall then return the devices to you and the external hard drive on which your personal information was stored. The Company shall arrange to pick up these devices at a time that is mutually convenient to both you and the Company and shall return the

devices to you upon completion of the imaging and removal of all Company-related electronically stored information. You agree to cooperate with the foregoing tasks, including, but not limited to, providing passwords to access the devices and identifying the personal information you wish to retain on the devices. Further, you also must download all Company-related electronically stored information (including but not limited to emails) from any personal computer and/or other storage devices or equipment or personal email accounts and return all downloaded material or otherwise electronically stored information and completely remove all such electronically stored information from the hard drive of such personal computer and/or all other storage devices or personal email accounts. Lastly, you must certify in writing that you have complied with your obligations under this paragraph by signing the Certification attached to this Agreement as Attachment "A", and promptly returning it to John Ryan, Esquire, Senior Vice President and General Counsel, 150 South Warner Road, King of Prussia, PA 19406.

10. Inventions.

(a) During the course of your employment with the Company, you may, solely or jointly, have created or developed Inventions or Works. "Inventions" means patentable and unpatentable inventions, innovations, discoveries, developments, ideas, concepts, procedures, methods, techniques, protocols, processes, formulas, compositions of matter, experiments, trials, assays, test results, specifications, formats, uses, apparatuses, designs, prototypes, models, sequences, mask works, components, and configurations of any kind, discovered, conceived, reduced to practice, developed, made or produced, and any improvements to the foregoing. "Works" means copyrightable and uncopyrightable works of authorship fixed in any tangible medium of expression, including writings, documents, reports, drawings, sketches, blueprints, artwork, photographs, designs, specifications, formulae, lab books, plans, samples, software, and any other written, printed, graphic, digital or electronic material or data, in any format, whether in tangible or intangible form; but excluding those works that otherwise are, by law, "works made for hire" for Company and of which Company is the author. To "jointly" create or develop an Invention or Work generally means you worked with at least one other individual during the creation or development of the Invention (i.e., beginning from the time an Invention was conceived and leading up to and including the time the Invention was reduced to practice, and continuing with respect to any further development or improvement of the Invention) or the Work (i.e., from the time the Work was fixed in a tangible medium of expression and continuing with respect to any further development or improvement of the Work).

(b) With respect to all Inventions and Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise during the course of your employment with the Company, (1) you represent that you have: (i) disclosed in writing such Inventions and Works promptly and fully to the Company, and (ii) assigned all right, title and interest in and to such Inventions and Works to the Company (or an affiliate or designee of the Company, as directed by the Company), who has the exclusive rights to use, patent, register copyrights in, or to otherwise protect such Inventions and Works throughout the world, and (2) to the extent that you have not previously assigned all right, title and interest in and to such Inventions and Works to the Company (or an affiliate or designee of the Company, as directed by the Company), you hereby assign all right, title and interest in and to such Inventions and Works to the Company.

(c) With respect to all Inventions and Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise during the course of your employment with the Company, you agree that you will execute, acknowledge and deliver to the Company, at the expense of the Company, including, but not limited to, all reasonable legal fees, all documents, including applications for patents, and do all other things that may be necessary to enable the Company or its designee to establish a proprietary position in or protect such Inventions and Works by patent, copyright, or otherwise and to vest title in such Inventions and Works in the Company or its designee (e.g., render any assistance as the Company or its designee may require in any Patent Office proceeding or litigation involving such Invention or Work).

11. Non-Defamation. You agree that you will not make any defamatory or disparaging comments or remarks, in writing, orally or electronically, about any and all current, former or future employees, directors, officers, investors, products or services of the Company or any Releasee. The Company will not make, and shall instruct its senior executive officers and directors not to make, any defamatory or disparaging comments or remarks in writing, orally or electronically, about you; provided that, the Company and its directors, officers, employees and representatives may make such communications to regulators, government agencies or commissions as may be necessary or appropriate in its reasonable determination and this Section 11 is not applicable to such communications. This restriction is subject to and limited by the retained rights in Paragraph 14 below.

12. Confidentiality of this Agreement. You agree that, at all times, the existence, terms and conditions of this Agreement will be kept secret and confidential and will not be disclosed voluntarily to any third party, except: (i) to your spouse, domestic partner or immediate family member, (ii) to the extent required by law; (iii) in connection with any Claim to enforce the terms of this Agreement, or interpret or determine the scope, meaning, enforceability or effect of the Agreement; or (iv) to obtain confidential legal, tax or financial advice with respect thereto. This restriction is subject to and limited by your retained rights in Paragraph 14 below.

13. No Right to Future Employment. You agree and acknowledge that that you will not apply for reemployment with the Company and that you have no right or entitlement to future employment with the Company, its parent or its affiliates.

14. Retained Rights.

(a) The General Release in Paragraph 4 does not prevent you from contacting, providing information to, or filing a charge with any federal, state or local government agency or commission, including but not limited to the Equal Employment Opportunity Commission (“EEOC”) or the National Labor Relations Board (“NLRB”). However, the General Release does prevent you, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the Claims you have released in Paragraph 4 with regard to any charge or claim you may file or which may be filed or otherwise brought on your behalf.

(b) Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with your obligation to testify truthfully in any forum; or (ii) to

restrict or otherwise interfere with your right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission (including but not limited to the EEOC or the NLRB).

15. References. You agree that you will direct any and all prospective employers seeking a reference to contact only persons employed in the Company's Human Resources Department. The Human Resources Department shall provide a neutral reference only, stating dates of employment and position held and that it is the Company's general policy to provide only this limited information. However, if you supply the potential employer with your base salary at the time of termination, the Company will confirm or deny the accuracy of the statement which you provide to them.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflicts of law principles.

17. Statement of Non-Admission. Nothing in this Agreement is intended as or shall be construed as an admission or concession of liability or wrongdoing by you, the Company or any other Releasee. Rather, this Agreement is being offered for the sole purpose of settling cooperatively and amicably any and all possible disputes between the parties.

18. Interpretation of Agreement. Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any section or part or subpart of any section in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the section or part or subpart of the section as necessary to make it enforceable and the section or part or subpart of the section shall then be enforceable in its/their narrowed form. Moreover, each section or part or subpart of each section in this Agreement is independent of and severable (separate) from each other. In the event that any section or part or subpart of any section in this Agreement is determined to be legally invalid or unenforceable by a court and is not modified by a court to be enforceable, the affected section or part or subpart of such section shall be stricken from the Agreement, and the remaining sections or parts or subparts of such sections of this Agreement shall remain in full, force and effect.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior representations, agreements, programs, written or oral, expressed or implied, with the exception of (a) any confidentiality, non-solicitation, non-competition and/or assignment of invention agreements you have signed (including but not limited to Sections 7 and 8 of your Employment Agreement); (b) the terms of your Nonstatutory Stock Option Notice or your Restricted Stock Agreement; (c) the Forbearance Agreement entered into on December 9, 2015 or (d) the Consulting Agreement executed between you and the Company contemporaneously with this Agreement, all of which remain in full force and effect in accordance with the terms of any such agreement(s). This Agreement may not be modified or amended other than by an agreement in writing signed by you and the General Counsel of the Company.

20. Code Section 409A. This Agreement is intended to comply with, or otherwise be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and any regulations and Treasury guidance promulgated thereunder (collectively, "Code Section 409A"). To the extent that any payment obligation under this Agreement constitutes "deferred compensation" under Code Section 409A and is scheduled to be paid within six (6) months of the Separation Date, such payments shall accrue without interest and be paid within fifteen (15) days after the end of the six-month period beginning on the Separation Date or, if earlier, within fifteen (15) days after the appointment of the personal representative or executor of your estate following your death.

21. Cooperation. You agree that for no additional consideration beyond the payments set forth in Paragraph 2, you shall be reasonably available to the Company or its representatives to: (a) testify truthfully in any and all arbitrations, lawsuits, administrative proceedings, or other litigation in which you are called and/or identified as a witness; (b) actively assist and fully cooperate with the Company in any arbitration, lawsuits, administrative proceedings, or other litigation relating to or arising from an occurrence which took place during your employment with the Company or your service on the Board of Directors of the Company, or relating to any work performed by you and/or individuals under your supervision while you were an employee or director of the Company, and (c) meet with the Company's representatives, their counsel or other designees at reasonable times and places with respect to any matter within the scope of the foregoing provisions of this Paragraph 21; provided that the Company shall reimburse you for any out of pocket expenses reasonably incurred by you in conjunction with the obligation set forth in this Paragraph 21 and that the Company shall provide reasonable notice to you regarding your obligations under this Paragraph 21, as appropriate. If you reasonably believe separate counsel to be necessary for the cooperation purposes set forth in this Paragraph 21, then you may request reimbursement of the reasonable fees of separate counsel from the Company and the General Counsel may approve any such request which approval shall not be unreasonably withheld; subject to any retention of counsel requirements imposed by the Company's insurer. To the extent legally permitted, you shall also provide the Company with immediate notice of contact or subpoena by any non-governmental adverse party (known to you to be adverse to the Company or its interests) and to not voluntarily assist any such nongovernmental adverse party or such nongovernmental adverse party's representatives.

22. Acknowledgement. You acknowledge and agree that, subsequent to the termination of your employment, you shall not be eligible for any payments from the Company or Company-paid benefits, except as expressly set forth in this Agreement. You also acknowledge and agree that you have been paid for all time worked and have received all other compensation owed to you, except for any payments owed to you pursuant to Paragraph 1.

23. Representations. You agree and represent that:

- (a) You have read carefully the terms of this Agreement, including the General Release;
- (b) You have had an opportunity to and have been encouraged to review this Agreement, including the General Release, with an attorney;

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- (c) You understand the meaning and effect of the terms of this Agreement, including the General Release;
 - (d) You were given a reasonable period of time to determine whether you wished to sign this Agreement, including the General Release;
 - (e) Your decision to sign this Agreement, including the General Release, is of your own free and voluntary act without compulsion of any kind;
 - (f) No promise or inducement not expressed in this Agreement has been made to you;

(g) You understand that you are waiving your Claims as set forth in Paragraph 4 above, including, but not limited to, any Claims for age discrimination under the Age Discrimination in Employment Act; and

- (h) You have adequate information to make a knowing and voluntary waiver of any and all claims set forth in Paragraph 4 above.

24. Unilife's Release of Claims. The Company, for and in consideration of the promises made herein, does hereby waive and release any claim or cause of action against Alan D. Shortall ("Employee"), arising from any occurrence or occurrences, from the beginning of time until the date of the Employee's execution of this Agreement; provided however, it is understood that this release of claims does not waive or release any rights or claims that: (a) cannot be waived or subject to a release of this kind by operation of law, (b) arise after the Company signs this Agreement; (c) relate to the interpretation or to determine the scope, meaning, enforceability or effect of this Agreement; (d) relate to coverage under the Company's Directors and Officers insurance policy; (e) relate to the enforcement of the commitments set forth in this Agreement; (f) relate to criminal or fraudulent conduct by Employee, (g) are asserted against the Company or its shareholders, directors, officers, employees, agents or representatives arising out of Employee's acts or omissions, and/or (h) are asserted by shareholders, derivatively, directly or on a class basis, against the Company or its directors, officers, employees, agents or representatives.

25. Resignation from Board of Directors. In connection with your execution of this Agreement, you agree to voluntarily resign as Chairman of the Board of Directors of the Company, as a member of the Board of Directors of the Company and from all other directorship positions held with the Company's subsidiaries by executing a resignation letter in the form attached to this Agreement as Attachment "B". In the event you do not promptly provide a signed copy of the attached letter this provision of the Agreement shall serve as your voluntary and irrevocable resignation from each Board of Directors.

26. Stock Sales. You shall not, directly or indirectly (including through short sales, derivative or other synthetic transactions), on any given day sell or otherwise dispose of shares of Company common stock in an amount that exceeds ten percent (10%) of the thirty (30) day average daily volume of trading in the Company's common stock, as such average daily volume is reported by a nationally recognized source.

If you agree to the terms of this Agreement, please sign below, indicating that you understand, agree with and intend to be legally bound by this Agreement, including the General Release, and return the signed Agreement to me.

Sincerely,

/s/ John Ryan March 14, 2016
John Ryan, Esquire
Senior Vice President and General Counsel

Alan D. Shortall
Employee Name (printed)

/s/ Alan D. Shortall
Employee Name (signed)

March 11, 2016
Date

ATTACHMENT "A"

CERTIFICATION FOR RETURN OF COMPANY PROPERTY AND DOCUMENTS

I, _____, CERTIFY THAT:

1. I have returned to John Ryan, Esquire, Senior Vice President and General Counsel, retaining no copies or excerpts, all Company property in my possession, custody or control, including, but not limited to, office, desk or file cabinet keys, Company identification/pass cards, Company-provided credit cards and Company equipment, such as computers and prints outs.

2. I have returned the following devices to the Company: (a) Microsoft Surface Pro 3 (Serial Number 9269244853), (b) iPad Air 2 (Serial Number 354423062362294) and (c) iPhone 6 Plus (Serial Number 355877062066016), in order to allow the Company to image the contents of each device, download my personal information to external hard drive, remove all data on each device and restore the commercial software to each device. I have provided all passwords necessary to access the devices and have identified all personal information that I wish to retain from the devices. Following the completion of these actions by the Company, such devices shall be returned to me, along with the external hard drive on which my personal information was stored.

3. I have returned to John Ryan, Esquire, Senior Vice President and General Counsel, retaining no copies or excerpts, all Company documents in my possession, custody or control, including, but not limited to, all hard copy, electronic and other files, forms, lists, charts, correspondence, computer records, notes, memos, disks, drives, DVDs, etc.

4. I have made a diligent search of my personal computers and/or other storage devices or equipment (including but not limited to iPhones, Droids, thumb or other drives) and of my personal email accounts for any Company-related documents, communications (including but not limited to emails) and any other electronically stored information relating to the Company. This search revealed that I

[check the applicable box below]

- a. had Company-related documents, communications or other information.
- b. did not have any Company-related documents, communications or other information.

5. If I checked box 3[a] above, I have downloaded all Company-related documents, communications or other information in my possession custody or control, returned them to John Ryan, Esquire, Senior Vice President and General Counsel, and completely removed them from the hard drive of such personal computer and/or all other storage devices or personal email accounts, retaining no copies or excerpts.

6. I returned the above information on 2016, using the following method of delivery:

7. I no longer have any Company property, documents, communications or electronically stored information (or copies or excerpts) in my possession, custody or control.

THE INFORMATION ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE.

Employee Name (printed)

Witness name (printed)

Employee Name (signed)

Witness name (signed)

Date

Date

ATTACHMENT "B"

BOARD RESIGNATION LETTER

[Alan D Shortall – Letterhead]

March 11, 2016

Mary Kate Wold
Lead Director
c/o Unilife Corporation
150 South Warner Road
King of Prussia
Pennsylvania 19406

Re: Voluntary Resignation from the Board of Directors of Unilife Corporation and its Subsidiaries

Dear Mary Kate:

Effective immediately, I hereby voluntarily resign (i) from my position as Chairman of the Board of Directors of Unilife Corporation (the "Company"), (ii) as a member of the Board of Directors the Company, and (iii) from all other directorship positions held with the Company's subsidiaries. I hereby acknowledge that, effective immediately, I no longer hold any officer position with the Company or the Company's subsidiaries.

Please note that my resignation is not as a result of any disagreement between myself and the Company, its management, Board of Directors or any committee of the Board of Directors.

Sincerely,

Alan D. Shortall

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made as of the 11th day of March, 2016 (the "Effective Date") by and between Alan D. Shortall (the "Consultant") and Unilife Corporation (the "Company").

WHEREAS, the employment of the Consultant ended on March 11, 2016;

WHEREAS, the Company and the Consultant entered into a General Release on March 11, 2016 ("General Release");

WHEREAS, the Consultant remains subject to the terms of the General Release and the terms of the Employment Agreement dated September 30, 2011, as amended, ("Employment Agreement") to the extent any terms in the Employment Agreement survive its termination, and the terms of this Agreement shall in no way limit the application or continued survival of such terms in the Employment Agreement or General Release;

WHEREAS, the Company desires to secure the services of Consultant and Consultant desires to perform such services for the Company and its affiliates beginning on the Effective Date and for a period of time in the future upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and intending to be legally bound, the parties, subject to the terms and conditions set forth herein, agree as follows:

1. Term. The Company hereby engages Consultant and Consultant hereby accepts engagement by the Company commencing on the Effective Date and for a sixty (60) month period thereafter (i.e., March 11, 2021) (the "Term"), unless terminated at an earlier date as provided in this Agreement.

2. Purpose and Scope of Services.

2.1 During the first twenty four (24) months of the Term, Consultant shall provide consulting, organizational and strategic services, including, but not limited to, assistance or implementation of the strategic business plan(s) of the Company and assistance with customer contracts (collectively referred to as "Services"). The consultant shall perform the Services as directed or authorized from time to time by the Board of Directors of the Company ("Board") or the Chief Executive Officer of the Company (the "Chief Executive Officer") and as provided in this Agreement, including Section 3 below. The parties recognize that Consultant's Services are unique and are designed to assist the directors and senior management of the Company to the extent that such Services are not performed by officers or other senior executives of the Company. The scope of Services performed by Consultant shall be based primarily upon objectives developed by the Board. Consultant shall render the Services hereunder at such time and places and in such manner as reasonably determined by Board including, but not limited to, telephonically; however, Consultant shall be available to communicate and meet on reasonable notice based on the needs of the Company.

2.2 Consultant is an independent contractor and is responsible for the conduct of his business, including the time and manner in which his Services are performed. The parties acknowledge and agree that, at all times during the Term, Consultant shall be acting as an independent contractor, and not as an employee, agent or servant of the Company, and Consultant shall have no authority to act for or on behalf of the Company, create or assume obligations on behalf of the Company or otherwise bind the Company to any agreement or in any other manner or thing whatsoever. In particular, Consultant shall not sign any documentation for or on behalf of the Company. Consultant shall not be treated as an employee for purposes of the Company's employee compensation and benefit plans, or for the Company's tax withholding and payment obligations, except as the Company may determine to be legally required.

2.3 Cooperation. Consultant agrees that for no additional consideration beyond that set forth in Section 4 of this Agreement he shall be reasonably available to the Company or its representatives to: (a) testify truthfully in any and all arbitrations, lawsuits, administrative proceedings, or other litigation in which he is called and/or identified as a witness; (b) actively assist and fully cooperate with the Company in any arbitration, lawsuits, administrative proceedings, or other litigation relating to or arising from an occurrence which took place during the Consultant's employment with the Company or during the term of this Agreement, or relating to any work performed by the Consultant and/or individuals under his supervision while the Consultant was an employee of the Company or during the term of this Agreement; and (c) meet with the Company's representatives, their counsel or other designees at reasonable times and places with respect to any matter within the scope of the foregoing provisions of this Section 2.3; provided that the Company shall reimburse Consultant for any out of pocket expenses reasonably incurred by Consultant in conjunction with the obligation set forth in this Section 2.3 and that the Company shall provide reasonable notice to Consultant regarding his obligations under this Section 2.3, as appropriate. If Consultant reasonably believes separate counsel to be necessary for the cooperation purposes set forth in this Section 2.3, then Consultant may request reimbursement of the reasonable fees of separate counsel from the Company and the General Counsel may approve any such request which approval shall not be unreasonably withheld; subject to any retention of counsel requirements imposed by the Company's insurer. To the extent legally permitted, Consultant shall also provide the Company with immediate

notice of contact or subpoena by any non-governmental adverse party (known to Consultant to be adverse to the Company or its interests) and to not voluntarily assist any such non-governmental adverse party or such non-governmental adverse party's representatives.

2.4 Exclusive Services. The parties agree that the Services to be provided by Consultant pursuant to this Agreement are exclusive to the extent such that Consultant shall not render any type of services to a person or entity that is in competition with the Company's business during the period from the Effective Date through the twenty-four (24) month anniversary of the Effective Date (i.e., March 11, 2018).

3. Performance of Duties. During the first twenty four (24) months of the Term, Consultant shall serve the Company faithfully and to the best of his ability. Consultant will spend the requisite time to accomplish the Services requested of Consultant and described in this Agreement. Consultant is expected to allocate ten (10) hours per calendar month during the Term to the performance of the Services hereunder. Consultant recognizes that his responsibilities may from time to time require more or less of his time (including, but not limited to, Consultant's satisfaction of the duties outlined in Sections 2.1 and 2.3 above), but Consultant shall give his full attention, skill and efforts to the performance of duties when required by the Company to perform such duties under this Agreement.

4. Compensation.

4.1 Consulting Fee. The Company shall award Consultant and Consultant hereby agrees to accept, as compensation for all Services rendered hereunder, and for Consultant's undertakings hereunder, the following:

(a) Twelve Thousand Five Hundred Dollars (\$12,500) per calendar month, commencing with the Effective Date and continuing through the twenty-four (24) month anniversary of the Effective Date (i.e., March 11, 2018). Such amounts shall be paid to Consultant as of the final day of each calendar month during such twenty-four (24) month period and any amounts not yet paid shall be forfeited if the Term is terminated prior to March 11, 2018 as provided in this Agreement. Provided that Consultant continues to provide services in accordance with the terms of this Agreement through March 11, 2018, the maximum amount that may be paid under this subsection (a) is Three Hundred Thousand Dollars (\$300,000).

(b) Ten Thousand (10,000) Shares of the Company's Common Stock per calendar month, commencing with the Effective Date and continuing through the twenty-four (24) month anniversary of the Effective Date (i.e., March 11, 2018). Such shares shall be awarded to Consultant by the Company as of the final day of each calendar month during such twenty-four (24) month period and any shares that have not been awarded shall be forfeited if the Term is terminated prior to March 11, 2018 as provided in this Agreement. Provided that Consultant continues to provide services in accordance with the terms of this Agreement through March 11, 2018, the maximum number of shares that may be awarded under this subsection (b) is Two Hundred Forty Thousand (240,000).

(c) If prior to the five (5) year anniversary of the Effective Date (i.e., March 11, 2021) the closing price for a share of the Company's Common Stock exceeds a stock price milestone shown in the table below for at least 20 out of 30 consecutive trading days on the NASDAQ Stock Market (or other principal national securities exchange on which the Common Stock is then listed or admitted for trading in the United States), then Consultant shall be entitled to receive a specified percentage of One Million (1,000,000) Shares

of the Company's Common Stock as set forth below and subject to the terms of this Agreement. The specified percentage will be determined in accordance with the table below, based on the stock price milestone achieved. For avoidance of doubt, there will not be interpolation of the percentage of the shares to which Consultant may be entitled in the event of stock price performance between the milestones shown in the table below. In addition, each stock price milestone may only be satisfied once during the applicable five (5) year period and the percentages associated with each stock price milestone may not be combined to attain a higher percentage, as the percentage associated with each stock price milestone is inclusive of the percentage associated with any lesser stock price milestone.

Stock Price Milestone	Percentage
\$ 1.50	10%
\$ 2.00	20%
\$ 2.50	30%
\$ 3.50	40%
\$ 4.50	50%
\$ 5.50	60%
\$ 6.50	70%
\$ 7.50	80%
\$ 8.50	90%
\$ 9.50	100%

For the avoidance of doubt, and for illustrative purposes only, the following examples demonstrate the award of shares that would be made to Consultant under assumed fact patterns:

(i) On October 1, 2016, the \$1.50 stock price milestone is satisfied. However, no other stock price milestones are satisfied prior to March 11, 2021. Under these facts, Consultant would be entitled to receive an award of One Hundred Thousand (100,000) shares of the Company's Common Stock, provided that all other terms of this Agreement are satisfied, based on the specified percentage of 10% associated with the satisfaction of the \$1.50 stock price milestone.

(ii) On May 1, 2016, the \$1.50 stock price milestone is satisfied and on August 15, 2016, the \$2.00 stock price milestone is satisfied. However, no other milestone is satisfied prior to March 11 2021. Under these facts, Consultant would be entitled to receive an award of Two Hundred Thousand (200,000) shares of the Company's Common Stock, provided that all other terms of this Agreement are satisfied, based on the specified percentage of 20% associated with the satisfaction of the \$2.00 stock price milestone. The specified percentage of 20% is inclusive of the 10% associated with the satisfaction of the \$1.50 stock price milestone.

(iii) On May 1, 2016, the \$1.50 stock price milestone is satisfied, on August 15, 2016, the \$2.00 stock price milestone is satisfied and on November 30, 2017, the \$2.50 stock price milestone is satisfied. However, no other milestone is satisfied prior to March 11 2021. Under these facts, Consultant would be entitled to receive an award of Three Hundred Thousand (300,000) shares of the Company's Common Stock, provided that all other terms of this Agreement are satisfied, based on the specified percentage of 30% associated with the satisfaction of the \$2.50 stock price milestone. The specified percentage of 30% is inclusive of the 10% and 20% associated with the satisfaction of the \$1.50 and \$2.00 stock price milestones.

(iv) On May 1, 2016, the \$1.50 stock price milestone is satisfied. However, the Company's stock price then falls below \$1.50. On October 15, 2016, the stock price again exceeds the \$1.50 stock price milestone. No other milestones are satisfied prior to March 11 2021. Under these facts, Consultant would be entitled to receive an award of One Hundred Thousand (100,000) shares of the Company's Common Stock, provided that all other terms of this Agreement are satisfied, based on the specified percentage of 10% associated with the satisfaction of the \$1.50 stock price milestone. In addition, a single stock price milestone may not be satisfied more than once; therefore, exceeding the \$1.50 stock price milestone a second time as of October 15, 2016 does not increase the number of shares to be awarded to Consultant.

Any shares of the Company's Common Stock that Consultant may be entitled to receive under this subsection (c) shall be earned and distributed to Consultant on the last day of the calendar quarter following the calendar quarter in which the applicable milestone was achieved and the Consultant became entitled to receive the applicable percentage of the Company's Common Stock. The maximum number of shares that may be awarded under this subsection (c) is One Million (1,000,000).

(d) The shares that may be awarded to Consultant pursuant to the terms of subsections (b) and (c) above shall be granted pursuant to an award agreement under the Unilife Corporation Amended and Restated 2009 Stock Incentive Plan, in the form attached hereto as Exhibit A.

(e) Provided that Consultant timely elected to continue group health coverage with the Company upon termination of employment on March 11, 2016 in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") and that Consultant continues to provide services in accordance with the terms of this Agreement through March 11, 2018, the Company will (i) continue to subsidize the entire cost of such continuation coverage for the six (6) month period from April 2017 through September 2017 and (ii) for the period from October 2017 through March 2018 provide Consultant with monthly gross payments in an amount equal to the amount paid by the Company to subsidize the monthly cost of the Consultant's COBRA continuation coverage.

(f) Notwithstanding herein anything to the contrary Consultant is only entitled to receive the consulting fees (cash and/or stock) as more fully described herein, in the event consultant has fulfilled the duties set forth in this Agreement and has not breached any legal or contractual obligations owed to the Company including, but not limited to, the obligations under this Agreement, the General Release executed contemporaneously with this Agreement, sections 7 and 8 of your Employment Agreement dated September 30, 2011, as amended, the Forbearance Agreement entered into on December 9, 2015 or any other agreement between Consultant and the Company.

4.2 Expenses. Consultant shall be eligible for reimbursement of reasonable travel expenses which are approved in advance by the Company and are associated with Consultant's performance of duties under this Agreement.

5. Adjustment for Corporate Actions. If the Company (a) subdivides (by any stock split, stock dividend, recapitalization or otherwise) its outstanding shares of Common

Stock into a greater number of shares or (b) combines (by combination, reverse stock split or otherwise) its outstanding shares of Common Stock into a smaller number of shares, an appropriate and proportionate adjustment shall be made to the stock price milestones and to the number shares of the Company's Common Stock that may be provided to Consultant pursuant to Section 4 above.

6. Termination. The Term shall end automatically, and without further action by any party, upon Consultant's death or disability. The Company may terminate the engagement of Consultant pursuant to this Agreement for Cause with no advance notice. The term "Cause" shall mean any one of the following by Consultant: (a) the Consultant's conviction by a court of competent jurisdiction in the United States (including any guilty plea or plea of no contest or nolo contendere to) of a felony or other crime that has, or could reasonably be expected to have, an adverse effect on the business or reputation of the Company; (b) in connection with the performance of his duties under this Agreement (including, but not limited to, Consultant's duties under Section 2.1 and/or 2.3), any of the following: the Consultant's gross negligence, willful misconduct, willful violation of Company policies, breach of fiduciary duty or intentional tortious conduct; (c) the Consultant's willful, material and/or continued failure or refusal to either comply with the lawful objectives developed by the Board or Chief Executive Officer regarding Consultant's substantive duties, or to perform the Consultant's substantive duties under this Agreement; or (d) the Consultant's willful and material breach of this Agreement, the General Release, and/or the surviving terms of the Employment Agreement including, without limitation, any of the covenants set forth in Paragraphs 7 and 8 of the Employment Agreement.

7. Confidentiality. Consultant recognizes and acknowledges that Proprietary Information (as hereinafter defined) is a valuable, special and unique asset of the business of the Company. As a result, both during the Term and thereafter, Consultant shall not, without the prior written consent of the Company, for any reason, either directly or indirectly, divulge to any third-party or use for his own benefit, or for any purpose other than the exclusive benefit of the Company, any confidential, proprietary, business and technical information or trade secrets of the Company or of any subsidiary or affiliate of the Company ("Proprietary Information") revealed, obtained or developed in the course of his engagement with the Company. Nothing herein contained shall restrict Consultant's ability to make such disclosures as may be necessary or appropriate to the effective and efficient discharge of the duties required by or appropriate for his engagement or as such disclosures may be required by law; and further provided, that nothing herein contained shall restrict Consultant from divulging or using for his own benefit or for any other purpose any Proprietary Information that is readily available to the general public so long as such information did not become available to the general public as a direct or indirect result of Consultant's breach of this Section 7. Failure by the Company to mark any of the Proprietary Information as confidential or proprietary shall not affect its status as Proprietary Information under the terms of this Agreement.

8. Intellectual Property.

8.1 Consultant agrees that all right, title and interest in and to any innovations, designs, systems, analyses, ideas for marketing programs, and all copyrights, patents, trademarks and trade names, or similar intangible personal property which have been or are developed or created in whole or in part by Consultant (a) at any time and at any place while Consultant is engaged by Company and which, in the case of any or all of the foregoing, are

related to and used in connection with the business of the Company, (b) as a result of tasks assigned to Consultant by the Company, or (c) from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company (collectively, the "Intellectual Property"), shall be and remain forever the sole and exclusive property of the Company. Consultant shall promptly disclose to the Company all Intellectual Property, and Consultant shall have no claim for additional compensation for the Intellectual Property.

8.2 Consultant acknowledges that all the Intellectual Property that is copyrightable shall be considered a work made for hire under United States Copyright Law. To the extent that any copyrightable Intellectual Property may not be considered a work made for hire under the applicable provisions of the United States Copyright Law, or to the extent that, notwithstanding the foregoing provisions, Consultant may retain an interest in any Intellectual Property that is not copyrightable, Consultant hereby irrevocably assigns and transfers to the Company any and all right, title, or interest that Consultant may have in the Intellectual Property under copyright, patent, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Company shall be entitled to obtain and hold in its own name all copyrights, patents, trade secrets, and trademarks with respect thereto.

8.3 Consultant further agrees to reveal promptly all information relating to the same to an appropriate officer of the Company and to cooperate with the Company and execute such documents as may be necessary or appropriate (a) in the event that the Company desires to seek copyright, patent or trademark protection, or other analogous protection, thereafter relating to the Intellectual Property, and when such protection is obtained,

to renew and restore the same, or (b) to defend any opposition proceedings in respect of obtaining and maintaining such copyright, patent or trademark protection, or other analogous protection.

8.4 In the event the Company is unable after reasonable effort to secure Consultant's signature on any of the documents referenced in Section 8.3 hereof, whether because of Consultant's physical or mental incapacity or for any other reason whatsoever, Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution and issuance of any such copyright, patent or trademark protection, or other analogous protection, with the same legal force and effect as if executed by Consultant.

9. Independent Contractor. Consultant shall render Services hereunder in the capacity of independent contractor, and Consultant is not to be considered nor will Consultant hold himself out or lead others to believe that Consultant is an officer, employee or agent of the Company. Consultant will pay all of his own Social Security taxes, unemployment insurance, and federal, state, and local taxes incurred in the performance of the terms of this Agreement. The Company will have no withholding responsibility for any of such taxes.

10. Representations. Consultant represents and warrants to the Company that:

10.1 There are no restrictions, agreements or understandings whatsoever to which Consultant is a party which would prevent or make unlawful Consultant's execution of this Agreement or Consultant's engagement hereunder, or which is or would be inconsistent or in conflict with this Agreement or Consultant's engagement hereunder, or would prevent, limit or impair in any way the performance by Consultant of his obligations hereunder;

10.2 Consultant's execution of this Agreement and Consultant's engagement hereunder is not a breach of any contract, agreement or understanding, oral or written, to which Consultant is a party or by which Consultant is bound; and

10.3 Consultant is free to execute this Agreement and to enter into the engagement by the Company pursuant to the provisions set forth herein.

11. Survival of Provisions. The provisions of this Agreement set forth in Sections 2.3, 7 through 10, 12 through 17, 20 and 23 hereof shall survive the termination of Consultant's engagement hereunder.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Company and Consultant and their respective successors, executors, administrators, heirs and/or permitted assigns; provided, however, that neither Consultant nor the Company may make any assignments of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other party hereto, except that, without such consent, the Company may assign this Agreement to an affiliate or any successor to all or substantially all of its assets and business by means of liquidation, dissolution, merger, consolidation, transfer of assets, or otherwise, provided that such affiliate or successor assumes in writing all of the obligations of the Company under this Agreement.

13. Notice. Any notice or communication required or permitted under this Agreement shall be made in writing and sent by certified or registered mail, return receipt requested, addressed as follows:

If to Consultant:

Alan D. Shortall
[at the address provided by Mr. Shortall]

If to Company:

Unilife Corporation
150 South Warner Road
King of Prussia, PA 19406
Attn.: Chief Executive Officer

or to such other address as either party may from time to time duly specify by notice given to the other party in the manner specified above.

14. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and shall supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the engagement of Consultant by the Company. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto. Notwithstanding the foregoing, in no event shall the terms of this Agreement in any way limit the terms of the Employment Agreement that survive the Consultant's termination of employment, or the terms of the General Release.

15. Waiver. The waiver of the breach of any term or provision of this Agreement shall not operate as or be construed to be a waiver of any other or subsequent breach of this Agreement.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

17. Invalidity. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect,

such invalidity, illegality or unenforceability shall not affect the validity of any other provision of this Agreement, and such provision(s) shall be deemed modified to the extent necessary to make it enforceable.

18. Section Headings. The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

19. Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and legal holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or day which is a public holiday at the Company's principal place of business, then such final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.

20. Arbitration. In the event that the parties are unable to resolve any disputes arising hereunder, such dispute shall be submitted for a binding determination by a neutral third party designated by the office of the American Arbitration Association in accordance with its procedures.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

22. Condition of Exercise. Notwithstanding anything in this Agreement to the contrary, in order to be entitled to the consideration set forth in this Agreement and to have this Agreement become effective, Consultant must return an executed copy of this Agreement to the Company (in the same form as that provided to the Consultant) no later than the close of business on March 11, 2016. If an executed copy of the Agreement is not provided by such time, this Agreement shall be revoked by the Company and the Agreement shall be void

23. Stock Sales. Consultant shall not, directly or indirectly (including through short sales, derivative or other synthetic transactions), on any given day sell or otherwise dispose of shares of Company Common Stock in an amount that exceeds ten percent (10%) of the thirty (30) day average daily volume of trading in the Company's Common Stock, as such average daily volume is reported by a nationally recognized source.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

ALAN D. SHORTALL

/s/ Alan D. Shortall

UNILIFE CORPORATION

/s/ John C. Ryan March 14, 2016

Name: John C. Ryan

Title: Senior Vice President and General Counsel

EXHIBIT A

MODEL STOCK AWARD AGREEMENT

**STOCK AWARD AGREEMENT
UNDER THE
UNILIFE CORPORATION
AMENDED AND RESTATED 2009 STOCK
INCENTIVE PLAN**

GRANTEE : ALAN SHORTALL

NO. OF SHARES : [INSERT]

This Agreement (the “*Agreement*”) evidences the award of [insert] shares (each, an “*Award Share*,” and collectively, the “*Award Shares*”) of the Common Stock of Unilife Corporation, a Delaware corporation (the “*Company*”), granted to you, Alan Shortall, effective as of [insert date] (the “*Grant Date*”), pursuant to the Unilife Corporation Amended and Restated 2009 Stock Incentive Plan, as amended (the “*Plan*”), and conditioned upon your agreement to the terms described below. All of the provisions of the Plan are expressly incorporated into this Agreement.

1. Terminology. Unless otherwise provided in this Agreement, capitalized words used herein are defined in the Glossary at the end of this Agreement.

2. Vesting. All of the Award Shares are vested and nonforfeitable as of the Grant Date.

3. Stock Certificates. You are reflected as the owner of record of the Award Shares as of the Grant Date on the Company’s books and the Company shall continue to retain the Award Shares in uncertificated book entry form. Alternatively, upon your request, the Company shall deliver a share certificate to you or deliver shares electronically or in certificate form to your designated broker on your behalf, for the Award Shares.

4. Tax Withholding. You hereby agree to make adequate provision for non-US, US Federal, state and local taxes, including any social tax obligation, required by law to be withheld, if any, which arise in connection with the grant of the Award Shares. The Company in its sole discretion may, but is not obligated to, permit you to satisfy, in whole or in part, any withholding tax obligation, including any social tax obligation, which may arise in connection with the grant of the Award Shares either by electing to have the Company withhold the issuance of, or redeem, Award Shares or by electing to deliver to the Company already-owned, fully vested shares of Common Stock of the Company, in either case having a Fair Market Value (as defined in the Plan) equal to the amount necessary to satisfy the statutory minimum withholding amount due. The Company shall have the right to deduct from any compensation or any other payment of any kind due you (including withholding the issuance or delivery of shares of Common Stock or redeeming Award Shares) the amount of any US Federal, state, local or non-US taxes, including any social tax obligation, required by law to be withheld as a result of the grant of the Award Shares in whole or in part; provided, however, that the value of the shares of Common Stock withheld or redeemed may not exceed the statutory minimum withholding amount required by law. In lieu of such deduction, the Company may require you to make a cash payment to the Company equal to the amount required to be withheld. If you do not make provision for the payment of such taxes when requested, the Company may refuse to issue any Common Stock certificate under this Agreement or may refuse to remove transfer restrictions on any Award Share until arrangements satisfactory to the Committee have been made.

5. Binding Nature of Agreement. The terms and conditions of this Agreement shall apply with equal force to any additional and/or substitute securities received by you in exchange for, or by virtue of your ownership of, the Award Shares, to the same extent as the Award Shares with respect to which such additional and/or substitute securities are distributed, whether as a result of any spin-off, stock split-up, stock dividend, stock distribution, other reclassification of the Common Stock of the Company, or similar event, except as otherwise determined by the Administrator. If the Award Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity, or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) received upon such conversion, exchange or distribution in the same manner and to the same extent as the Award Shares.

6. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any Award Shares or any other adverse effect on your interests under the Plan or this Agreement.

7. Rights as Stockholder. You will possess all incidents of ownership of the Award Shares, including the right to vote the Award Shares and receive dividends and/or other distributions declared on the Award Shares.

8. The Company's Rights. The existence of the Award Shares shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

9. Notices. All notices and other communications made or given pursuant to this Agreement shall be in writing and shall be sufficiently made or given if hand delivered or mailed by certified mail, addressed to you at the address contained in the records of the Company, or addressed to the Administrator, care of the Company for the attention of its Corporate Secretary at its principal executive office or, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties.

10. Entire Agreement. This Agreement, together with the Plan, contains the entire agreement between the parties with respect to the Award Shares granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Award Shares granted hereunder shall be void and ineffective for all purposes.

11. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on your rights under this Agreement as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

12. Conformity with Plan, Employment Agreement, General Release and Consulting Agreement. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan, the Employment Agreement, General Release and Consulting Agreement. Inconsistencies between this Agreement and the Plan, the Employment Agreement, General Release and/or Consulting Agreement shall be resolved in accordance with the terms of this Agreement. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan, the Employment Agreement and/or General Release shall govern, as applicable. A copy of the Plan is available upon request to the Administrator.

13. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Delaware, without regard to its provisions concerning the applicability of laws of other jurisdictions. Any suit with respect hereto shall be brought in the federal or state courts in the districts which include the city and state in which the principal executive offices of the Company are located on the date on which the suit arises, and you hereby agree and submit to the personal jurisdiction and venue thereof.

14. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, including by facsimile or .pdf electronic transmission and electronic mail (including .pdf), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed copy of this Agreement by such party.

16. Electronic Delivery of Documents. By your signing this Agreement, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the Award Shares and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

17. No Future Entitlement. By your signing this Agreement, you acknowledge and agree that: (a) the grant of these Award Shares is a one-time benefit which does not create any contractual or other right to receive future grants of stock, or compensation in lieu of stock grants, even if stock grants have been granted repeatedly in the past; (b) all determinations with respect to any such future grants, including, but not limited to, the times when stock grants shall be granted, the maximum number of shares subject to each stock grant, and the times or conditions under which restrictions on such stock grants shall lapse, will be at the sole discretion of the Administrator; (c) the value of this stock grant is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (d) the value of this stock grant is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (e) the Company does not guarantee any future value of these Award Shares; and (f) no claim or entitlement to compensation or damages arises if these Award Shares do not increase in value and you irrevocably release the Company from any such claim that does arise.

18. Personal Data. For the exclusive purpose of implementing, administering and managing this stock grant, you, by signing this Agreement, consent to the collection, receipt, use, retention and transfer, in electronic or other form, of your personal data by and among the Company and its third party vendors. You understand that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social security number, tax identification number, date of birth, nationality, job and payroll location, data for tax withholding purposes and shares awarded, cancelled, exercised, vested and unvested) may be transferred to third parties assisting in the implementation, administration and management of this stock grant and the Plan, and you expressly authorize such transfer as well as the retention, use, and the subsequent transfer of the data by the recipient(s). You understand that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country. You understand that data shall be held only as long as is necessary to implement, administer and manage this stock grant. You understand that you may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company's Secretary. You understand, however, that refusing or withdrawing your consent may affect your ability to accept a stock grant.

19. Stock Sales. You shall not, directly or indirectly (including through short sales, derivative or other synthetic transactions), on any given day sell or otherwise dispose of shares of Company Common Stock in an amount that exceeds ten percent (10%) of the thirty (30) day average daily volume of trading in the Company's Common Stock, as such average daily volume is reported by a nationally recognized source.

{Glossary begins on next page}

GLOSSARY

(a) “**Administrator**” means the Board of Directors of Unilife Corporation or such committee or committees appointed by the Board to administer the Plan.

(b) “**Affiliate**” means any entity, whether now or hereafter existing, which controls, is controlled by, or is under common control with, Unilife Corporation (including, but not limited to, joint ventures, limited liability companies, and partnerships). For this purpose, “*control*” shall mean ownership of 50% or more of the total combined voting power or value of all classes of stock or interests of the entity, or the power to direct the management and policies of the entity, by contract or otherwise.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended.

(d) “**Common Stock**” means the common stock, par value \$0.01, of Unilife Corporation.

(e) “**Company**” means Unilife Corporation and its Affiliates, except where the context otherwise requires. For purposes of determining whether a Change in Control has occurred, Company shall mean only Unilife Corporation.

(f) “**Consulting Agreement**” means the Consulting Agreement by and between Unilife Corporation and you, dated as of March , 2016.

(f) “**Employment Agreement**” means the Employment Agreement by and between Unilife Corporation and you, dated as of September 30, 2011, as amended.

(g) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

(h) “**General Release**” means the General Release by and between Unilife Corporation and you, dated as of March , 2016.

(i) “**Securities Act**” means the Securities Act of 1933, as amended.

(j) “**You**”; “**Your**”. You means the recipient of the Award Shares as reflected in the first paragraph of this Agreement. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the Award Shares may be transferred by will or by the laws of descent and distribution, the words “you” and “your” shall be deemed to include such person.

{Signature page follows}

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer.

UNILIFE CORPORATION

By: _____

Date: _____

The undersigned hereby acknowledges that he/she has carefully read this Agreement and agrees to be bound by all of the provisions set forth herein. The undersigned also consents to electronic delivery of all notices or other information with respect to the Award Shares or the Company.

WITNESS: _____ GRANTEE _____

Date: _____

Enclosure: Prospectus for the Unilife Corporation Amended and Restated 2009 Stock Incentive Plan

March 11, 2016

Ramin Mojdehbakhsh, Ph.D.
[at the address provided by Dr. Mojdehbakhsh]

Re: General Release

Dear Ramin,

This document is a proposed General Release (the “Agreement” or “Release”) from Unilife Corporation (“Unilife” or the “Company”).

Please note that some provisions of this Agreement apply whether or not you sign this Agreement whereas other provisions apply only if you sign. Throughout this Agreement, we have tried to make this distinction clear.

For example, the terms and conditions set forth in Paragraph 1 below will apply regardless of whether you decide to sign this Agreement. Conversely, you will not be eligible to receive the Severance Benefits set forth in Paragraph 2 below unless you sign this Agreement.

In order to receive the payments described in Paragraph 2, you must sign this Agreement, which includes a general release of claims, and promptly return it to John Ryan, Esquire, Senior Vice President and General Counsel. The last date on which either party signed this Agreement shall be the effective date of the Agreement (the “Effective Date”).

This Agreement is a very important legal document. I encourage you to read it carefully and make certain that you understand and agree with it before you sign it. Because this is a legal document, you are encouraged to review the Agreement with your attorney.

1. General Terms of Termination. As noted above, whether or not you sign this Agreement:

(a) Your last day of employment with the Company (including, without limitation, your employment as President and Chief Operating Officer thereof) and any of the Company’s subsidiaries is March 11, 2016 (the “Separation Date”). You will be paid for all time worked up to and including your Separation Date.

(b) The Nonstatutory Stock Options granted to you on February 7, 2011 shall be exercisable in accordance with the terms of the Nonstatutory Stock Option Notice (“Nonstatutory Stock Option Notice”) entered into between you and the Company. Specifically, your ability to exercise the Options shall terminate upon the earliest of (i) the expiration of thirty (30) days following the Separation Date; or (ii) the expiration of twelve (12) months following your death, if your death occurs during the period described in (i) above.

(c) Your eligibility to participate in Company sponsored medical (including vision and prescription) and dental insurance plans as an employee of the Company will cease

effective at the end of the month in which your Separation Date occurs. However, you will be eligible to continue to participate in this insurance in accordance with a federal law called the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), subject to COBRA's terms, conditions and restrictions. The Company will subsidize the cost of the premium you would be required to pay subject to the conditions and for the period of time described below in Paragraph 2(c).

(d) Your participation in all other Company sponsored group benefits including life insurance/accidental death and dismemberment and disability coverage will cease effective as of your Separation Date.

(e) Your participation in the Company's 401(k) Plan shall cease effective as of your Separation Date; provided, that, you shall retain your accrued account.

(f) Your participation in any bonus or other compensation programs will cease effective as of your Separation Date.

(g) You must continue to comply with any confidentiality, non-solicitation and non-compete agreements you signed in connection with your employment with the Company, including but not limited to Sections 7 and 8 of the Employment Agreement entered into as of July 1, 2012 by and between you and the Company, as amended ("Employment Agreement").

2. Separation Payments . If you sign this Agreement, agreeing to be bound by the general release of claims in Paragraph 4 below and the other terms and conditions of this Agreement, in consideration for your general release of claims and other commitments under this Agreement, the Company will do the following:

(a) Pay you twelve (12) months of severance pay at your base salary as of your Separation Date, in the gross amount of Four Hundred Twenty Thousand Dollars (\$420,000), to be paid for twelve (12) months in accordance with the Company's standard payroll practices, commencing on the next regular pay date after the Effective Date of this Agreement, less all deductions for local, state and federal taxes legally required to be withheld.

(b) Pay you the gross amount of Three Hundred and Thirty-Six Thousand Dollars (\$336,000.00) to be paid in equal installments over a twelve (12) month period, in accordance with the Company's standard payroll practices, commencing on the next regular pay date after the Effective Date of this Agreement, less all deductions for local, state and federal taxes legally required to be withheld. This amount represents your target bonus pursuant to Section 6(a)(iii) of your Employment Agreement. For the sake of clarity, you have already received your entire 2015 bonus pursuant to Section 3(b) of your Employment Agreement, in the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000).

(c) If you are receiving group health coverage under any Company benefit plan on your Separation Date and you timely elect COBRA continuation coverage, the Company will subsidize the entire cost of such continuation of coverage for twelve (12) months, commencing on the first of the month immediately after the Effective Date of this Agreement. Commencing with the first day of the calendar month following the final calendar month during

which the Company subsidizes the entire cost of your continuation of coverage, you shall be responsible for the entire cost of such continuation coverage and shall be so responsible for the remainder of the COBRA continuation period. Your period of COBRA coverage will not be extended by the time-period during which the Company subsidizes the cost of your continuation of coverage.

(d) The Nonstatutory Stock Options granted to you on February 7, 2011 shall become fully vested as of the Effective Date and you shall have a nonforfeitable right to the previously unvested stock options. Such stock options shall be exercisable in accordance with the terms of the Nonstatutory Stock Option Notice entered into between you and the Company, as summarized in Paragraph 1(b) above.

(e) You shall become fully vested and have a nonforfeitable right as of the Effective Date to the previously unvested one hundred sixty seven thousand five hundred (167,500) restricted shares that were granted to you by the Company pursuant to the Restricted Stock Agreements dated May 28, 2013 and May 15, 2014 ("Restricted Stock Agreement(s)"). On the Effective Date, the Company shall grant you three million eight hundred thousand (3,800,000) fully vested and transferable shares of common stock pursuant to a Company Stock Award Agreement ("Company Stock Award Agreement"), subject to the obligations acknowledged. Subject to the restrictions and limitations of Paragraph 26, the Company shall impose no other restrictions on your transfer of such shares (or any other shares of the Company's common stock owned by you, including any shares received as a result of the exercise of the Restricted Stock Grants, Nonstatutory Stock Option Notice referenced in Paragraph 2(d) above or the Company Stock Award Agreement) beyond any restrictions under applicable law, other than any volume restrictions applicable under Rule 144 of the Securities Act of 1933, as amended. The Company acknowledges and agrees that all shares of the Company's common stock issued to you by the Company have been registered under a registration statement filed with the Securities and Exchange Commission. You acknowledge your obligations under applicable law with respect to effecting transactions in the Company's securities, including, but not limited to, obligations to refrain from engaging in any such transactions while in possession of material non-public information.

(f) Pay up to Twenty Thousand Dollars (\$20,000.00) of your legal fees (within 30 days following receipt of an invoice) directly to your legal counsel, Katzke & Morgenbesser LLP, to review and advise you with respect to this Agreement.

(g) Pay you Thirty Two Thousand Three Hundred and Seven Dollars (\$32,307.00) in respect of your four (4) weeks of unused vacation time on the first payroll date after the Effective Date, less all deductions for local, state and federal taxes legally required to be withheld.

(h) You will not be eligible for payments and other benefits described in this Paragraph 2 unless (i) the Company has received a signed copy of this Agreement that has been timely executed; (ii) you have returned all Company property and documents in accordance with Paragraph 9 below and certify that you have done so as required therein; provided, that, if the Company believes you have failed to return all such property and documents, it shall advise you in writing within thirty (30) days of its knowledge that you have not returned all of such property and documents and provide you with at least thirty (30) days to make such return of property and documents and (iii) you comply with the terms and conditions of this Agreement.

3. Taxation. You understand and agree that you are responsible for the payment of certain federal, state and local income taxes and your share of certain federal, state and local employment taxes on the payments and other consideration you receive as referenced in this Agreement, and that the Company is obligated to withhold from such payments or other consideration for such taxes and deposit such withheld amounts with the appropriate taxing authorities. Notwithstanding anything in the Restricted Stock Agreement(s) and/or Company Stock Award Agreement to the contrary, you understand that in order to satisfy in full its withholding obligations, the Company shall, pursuant to its rights under Section 6(a) of the Restricted Stock Agreement(s) and Section 4 of the Company Stock Award Agreement: (a) withhold all cash payments payable to you under Paragraphs 1 and 2 of this Agreement, and (b) withhold the minimum number of shares of the Company's common stock that would be distributed to you under Paragraph 2(e) of this Agreement as will be necessary to withhold to the extent that the cash withholding pursuant to clause (a) hereof is insufficient to fully satisfy the Company's withholding obligation. The Company shall not seek additional cash from you in excess of the amounts withheld under subsection (a) of this Paragraph 3 in lieu of the share withholding under clause (b) of the immediately preceding sentence.

4. General Release.

(a) In exchange for the Company's payments and other benefits described in Paragraph 2, you release and forever discharge, to the maximum extent permitted by law, the Company and each of the other "Releasees" as defined below, from any and all claims, causes of action, complaints, lawsuits or liabilities of any kind (collectively "Claims") as described below which you, your heirs, agents, administrators or executors have or may have against the Company or any of the other Releasees.

(b) By agreeing to this General Release, you are waiving any and all Claims that can be waived to the maximum extent permitted by law, which you have or may have against the Company or any of the other Releasees arising out of or relating to any conduct, matter, event or omission existing or occurring before you sign this Agreement, and any monetary or other personal relief for such Claims, including but not limited to the following:

- (1) any Claims having anything to do with your employment with the Company;
- (2) any Claims having anything to do with the termination of your employment with the Company;
- (3) any Claims having anything to do with your rights as a stockholder of the Company or any parent, subsidiary or affiliate of the Company;
- (4) any Claims for unpaid or withheld wages, severance, benefits, bonuses, commissions and/or other compensation of any kind;

(5) any Claims having anything to do with stock options, restricted stock or other equity or incentive compensation of any kind;

(6) any Claims under any employment agreement, collective bargaining agreement, or any other agreement;

(7) any Claims to reinstatement or reemployment;

(8) any Claims for reimbursement of expenses of any kind;

(9) any Claims for attorneys' fees, costs or expenses;

(10) any Claims arising under the Employee Retirement Income Security Act ("ERISA");

(11) any Claims of discrimination and/or harassment based on age, sex, pregnancy, race, religion, color, creed, disability, handicap, failure to accommodate, citizenship, marital status, national origin, ancestry, sexual orientation, gender identity, genetic information, predisposing genetic characteristics, or any other factor protected by Federal, State or Local law as enacted or amended, such as the Age Discrimination in Employment Act, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Pennsylvania Human Relations Act, and any Claims for retaliation under any of the foregoing laws;

(12) any Claims regarding leaves of absence, including, but not limited to, any Claims under the Family and Medical Leave Act or any other state or local law providing for paid or unpaid leave;

(13) any Claims arising under the Immigration Reform and Control Act ("IRCA");

(14) any Claims arising under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") or any state law governing military leave;

(15) any Claims under the Worker Adjustment and Retraining Notification Act ("WARN");

(16) any Claims for violation of public policy;

(17) any whistleblower or retaliation Claims;

(18) any Claims for emotional distress or pain and suffering;

(19) any Claims arising under the Sarbanes-Oxley Act, the Dodd-Frank Act or the Pennsylvania Wage Payment and Collection Law;

(20) any Claims disputing or in any way questioning, disparaging, or challenging your assignment to the Company of, or the Company's ownership of, all prior right, title, and interest you had in Inventions or Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise during the course of your employment with the Company, as further described in Paragraph 9 below; and

(21) any other statutory, regulatory, common law or other Claims of any kind, including, but not limited to, Claims for breach of contract, libel, slander, fraud, wrongful discharge, invasion of privacy, promissory estoppel, equitable estoppel and misrepresentation.

(c) The term "Releasees" includes, all and singularly, Unilife, OrbiMed Advisors LLC, and each and every one of its past and present subsidiaries, parent and related corporations, companies and divisions, and their past and present directors, trustees, officers, managers, supervisors, employees, owners, partners, insurers, investors, attorneys, benefit plan fiduciaries and agents, in their respective capacity as such, and all of their respective predecessors, successors and assigns.

(d) It is important that you understand that this General Release includes all Claims known or unknown by you, those that you may have already asserted or raised as well as those that you have never asserted or raised.

5. Non-Released Claims. The General Release in Paragraph 4 above does not apply to:

- (a) Any Claims for vested benefits under any Company retirement or 401(k) plan or other benefit plan;
- (b) Any Claims to enforce the commitments set forth in this Agreement;
- (c) Any Claims to interpret or to determine the scope, meaning, enforceability or effect of this Agreement;
- (d) Any Claims that arise after you have signed this Agreement;

(e) Any Claims for worker's compensation benefits, any Claims for unemployment compensation benefits, and any other Claims that cannot be waived by a General Release;

(f) Any Claim for coverage under the Company's Directors and Officers insurance policy or any applicable indemnification agreement or policy.

In addition, the General Release in Paragraph 4 is subject to and limited by your retained rights in Paragraph 14 below.

6. Adequacy of Consideration. You acknowledge and agree that the Company's payments under Paragraph 2 above constitute adequate consideration in support of your General Release in Paragraph 4 above, fully compensate you for the Claims you are releasing and are not required by any policy, plan or agreement. For purposes of this paragraph, "consideration" means something of value to which you are not already entitled.

7. Prohibition on Your Using or Disclosing Certain Information. Regardless of whether you sign this Agreement, you are prohibited from using or disclosing confidential and/or proprietary information which you acquired in the course of your employment, and which is not generally known by or readily accessible to the public. This confidential and/or proprietary information includes, but is not limited to: financial data, prices, costs, bids, estimates, plans, blueprints, drawings and project descriptions; legal, accounting, marketing and business plans, strategies and techniques; trade secrets and other formulas; manufacturing techniques and equipment; product information; the identity of customers, suppliers, vendors or potential customers; and other information not generally known by or readily accessible to the public. Confidential and/or proprietary information does not include information which is generally known by or readily accessible to the public. This restriction is in addition to any confidentiality or similar such agreements signed by you in connection with your employment with the Company. This restriction is subject to and limited by your retained rights in Paragraph 14 below. For the avoidance of doubt, subject to Paragraph 8 below, you shall be permitted to disclose confidential and/or proprietary information if required by law or required by a court or arbitrator, or by a governmental, administrative or regulatory body or if reasonably appropriate in connection with any litigation with the Company.

8. Duty to Notify. In the event you receive a request or demand, orally, in writing, electronically or otherwise, for the disclosure or production of Confidential Information (as defined in Paragraph 7 above) which you acquired or created in the course of your employment, you must, if legally permitted, notify John Ryan, Esquire, Senior Vice President and General Counsel, as soon as practicable, in writing, via facsimile, via certified mail or via overnight mail, at the following address: 150 South Warner Road, King of Prussia, PA 19406, or by calling as soon as practicable at the following phone number: 917 204 9525. Any and all documents (written or electronic) in your possession or control relating to the request or demand shall, if legally permitted, be included with the notification. You shall wait a minimum of ten (10) days (or the maximum time permitted by such legal process, if less) after sending the letter before making a disclosure or production to give the Company time to determine whether the disclosure or production involves confidential and/or proprietary information, in which event the Company may seek to prohibit and/or restrict the production and/or disclosure and/or to obtain a protective order with regard thereto. This provision covers, but is not limited to, requests or demands in connection with judicial, administrative, arbitration and all other adversarial proceedings. If the request or demand is in conjunction with judicial, administrative, arbitration or other adversarial proceedings, copies of all correspondence regarding the request or demand shall, if legally permitted, be included with the information sent to John Ryan, Esquire, Senior Vice President and General Counsel, 150 South Warner Road, King of Prussia, PA 19406. The foregoing shall not prohibit you from complying with legal process when, by way of example, the Company fails to obtain a protective order prohibiting disclosure or production of documents. This restriction is subject to and limited by your retained rights in Paragraph 13 below and does not apply to governmental investigations if you are instructed by a governmental official that you may not comply with this notification requirement.

9. Company Property and Documents. Regardless of whether you sign this Agreement and as a condition precedent to receiving the payments and other benefits set forth in Paragraph 2 above, you must return to the Company, retaining no copies, (i) all Company property (including but not limited to, office, desk or file cabinet keys, Company identification/pass cards, Company-provided credit cards and Company equipment, such as computers, cellular phones, tablets and print-outs, and the following devices: Dell Latitude E5450 (Serial Number JQG1Z52), iPhone 6 (Serial Number 354447060527103) and iPad Mini (Serial Number 013359000209366)) and (ii) all Confidential Information, Company documents (including but not limited to, all hard copy, electronic and other files, forms, lists, charts photographs, correspondence, computer records, programs, notes, memos, disks, DVDs, etc.), manuals, engineering notebooks, customer information and any other Company property and information either in printed or electronic format which you obtained as a result of or in connection with your employment by the Company. Further, regardless of whether you sign this Agreement, you also must download all Company-related electronically stored information (including but not limited to emails) from any personal computer and/or other storage devices or equipment or personal email accounts and return all downloaded material or otherwise electronically stored information and completely remove all such electronically stored information from the hard drive of such personal computer and/or all other storage devices or personal email accounts. Lastly, you must certify in writing that you have complied with your obligations under this paragraph by signing the Certification attached to this Agreement as Attachment "A", and promptly returning it to John Ryan, Esquire, Senior Vice President and General Counsel, 150 South Warner Road, King of Prussia, PA 19406. If the Company believes you are in violation of this Paragraph 9, it shall advise you in writing within thirty (30) days of its knowledge that you have not returned all of such property and documents and provide you with at least thirty (30) days to make such return of property and documents. Notwithstanding the foregoing, you shall be permitted to retain your laptop (after the Company promptly deletes all confidential and proprietary files) and your cell phone (after the Company promptly deletes all confidential and proprietary files), and the Company will take all action reasonably necessary to cause the contract with the phone carrier to be transferred into your name.

10. Inventions.

(a) During the course of your employment with the Company, you may, solely or jointly, have created or developed Inventions or Works. "Inventions" means patentable and unpatentable inventions, innovations, discoveries, developments, ideas, concepts, procedures, methods, techniques, protocols, processes, formulas, compositions of matter, experiments, trials, assays, test results, specifications, formats, uses, apparatuses, designs, prototypes, models, sequences, mask works, components, and configurations of any kind, discovered, conceived, reduced to practice, developed, made or produced, and any improvements to the foregoing. "Works" means copyrightable and uncopyrightable works of authorship fixed in any tangible medium of expression, including writings, documents, reports, drawings, sketches, blueprints, artwork, photographs, designs, specifications, formulae, lab books, plans, samples, software, and any other written, printed, graphic, digital or electronic material or data, in any format, whether in tangible or intangible form; but excluding those works that otherwise are, by law, "works made for hire" for Company and of which Company is the author. To "jointly" create or develop an Invention or Work generally means you worked with at least one other individual during the creation or development of the Invention (i.e., beginning from the

time an Invention was conceived and leading up to and including the time the Invention was reduced to practice, and continuing with respect to any further development or improvement of the Invention) or the Work (i.e., from the time the Work was fixed in a tangible medium of expression and continuing with respect to any further development or improvement of the Work).

(b) As a condition precedent to receiving the payments and other benefits set forth in Paragraph 2 above, you must sign the documents attached to this Agreement as Attachment "B" relating to your assignment of all your right, title, and interest (including intellectual property rights) in and to certain Inventions and Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise during the course of your employment with the Company. You acknowledge that your agreement to and signing of such documents was a requirement of your employment with the Company for which you have already received adequate consideration; that your prior failure to sign these documents was an oversight; and that, notwithstanding the foregoing, to the extent it is ever alleged or determined that you did not receive adequate consideration for your agreement to or signing of these documents, the payments and other benefits set forth in Paragraph 2 above are separate adequate consideration for your agreement to and signing of these documents.

(c) With respect to all Inventions and Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise relating to your employment with the Company, you represent that you have: (1) disclosed in writing such Inventions and Works promptly and fully to the Company, and (2) assigned all right, title and interest in and to such Inventions and Works to the Company (or an affiliate or designee of the Company, as directed by the Company), who has the exclusive rights to use, patent, register copyrights in, or to otherwise protect such Inventions and Works throughout the world.

(d) With respect to all Inventions and Works created or developed by you, whether solely or jointly with others, as required by the duties of your employment or otherwise relating to your employment with the Company, you agree that you will execute, acknowledge and deliver to the Company, at the expense of the Company, all documents, including applications for patents, and do all other things that may be reasonably necessary to enable the Company or its designee to establish a proprietary position in or protect such Inventions and Works by patent, copyright, or otherwise and to vest title in such Inventions and Works in the Company or its designee (e.g., render any assistance as the Company or its designee may require in any Patent Office proceeding or litigation involving such Invention or Work).

11. Non-Defamation. You agree that you will not make any defamatory or disparaging comments or remarks, in writing, orally or electronically, about any and all current, former or future employees, directors, officers, investors, products or services of the Company or any Releasee. The Company will not make, and shall instruct its senior executive officers and directors not to make, any defamatory or disparaging comments or remarks in writing, orally or electronically, about you; provided that, the Company and its directors, officers, employees and representatives may make such communications to regulators, government agencies or commissions as may be necessary or appropriate in its reasonable determination and this Section 11 is not applicable to such communications. This restriction is subject to and limited by the retained rights in Paragraph 14 below.

12. Confidentiality of this Agreement. You agree that, at all times, the existence, terms and conditions of this Agreement will be kept secret and confidential and will not be disclosed voluntarily to any third party, except: (i) to your spouse, domestic partner or immediate family member, (ii) to the extent required by law; (iii) in connection with any Claim to enforce, interpret or determine the scope, meaning, enforceability or effect of the Agreement; (iv) to your future employers to the extent required to determine the application of the covenants herein; or (v) to obtain legal, tax or financial advice with respect thereto; provided that the recipient of the Agreement shall keep it terms confidential. This restriction is subject to and limited by the retained rights in Paragraph 14 below.

13. No Right to Future Employment. You have notified the Company that you do not intend to, and you agree and acknowledge that you will not, apply for reemployment with the Company and that you have no right or entitlement to future employment with the Company, its parent or its affiliates; provided, that this provision shall not apply to your employment by any entity which acquires or is acquired by the Company, its parent or any of its affiliates, as such employment shall be governed by the employment arrangements you have with such entity.

14. Retained Rights.

(a) The General Release in Paragraph 4 or the other provisions of this Agreement do not prevent you or the Company from contacting, providing information to, or filing a charge with any federal, state or local government agency or commission, including but not limited to the Equal Employment Opportunity Commission ("EEOC") or the National Labor Relations Board ("NLRB"). However, the General Release does prevent you, to the maximum extent permitted by law, from obtaining any monetary or other personal relief for any of the Claims you have released in Paragraph 3 with regard to any charge or claim you may file or which may be filed or otherwise brought on your behalf.

(b) Nothing in this Agreement (or any other agreement with the Company) is intended to or shall be interpreted: (i) to restrict or otherwise interfere with your obligation to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with your or the Company's right and/or obligation to contact, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission (including but not limited to the EEOC or the NLRB).

15. References. You agree that you will direct any and all prospective employers seeking a reference to contact only persons employed in the Company's Human Resources Department. The Human Resources Department shall provide a neutral reference only, stating dates of employment and position held and that it is the Company's general policy to provide only this limited information. However, if you supply the potential employer with your base salary at the time of termination, the Company will confirm or deny the accuracy of the statement which you provide to them.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to conflicts of law principles.

17. Statement of Non-Admission. Nothing in this Agreement is intended as or shall be construed as an admission or concession of liability or wrongdoing by the Company or any other Releasee or by you. Rather, this Agreement is being offered for the sole purpose of settling cooperatively and amicably any and all possible disputes between the parties.

18. Interpretation of Agreement. Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any section or part or subpart of any section in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the section or part or subpart of the section as necessary to make it enforceable and the section or part or subpart of the section shall then be enforceable in its/their narrowed form. Moreover, each section or part or subpart of each section in this Agreement is independent of and severable (separate) from each other. In the event that any section or part or subpart of any section in this Agreement is determined to be legally invalid or unenforceable by a court and is not modified by a court to be enforceable, the affected section or part or subpart of such section shall be stricken from the Agreement, and the remaining sections or parts or subparts of such sections of this Agreement shall remain in full, force and effect.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior representations, agreements, programs, written or oral, expressed or implied, with the exception of (a) any confidentiality, non-solicitation, non-competition and/or assignment of invention agreements you have signed (including but not limited to Sections 7 and 8 of your Employment Agreement); (b) the terms of your Nonstatutory Stock Option Notice, your Restricted Stock Agreement(s), or the Company Stock Grant Agreement; or (c) the Forbearance Agreement entered into on December 9, 2015, all of which remain in full force and effect in accordance with the terms of any such agreement(s). This Agreement may not be modified or amended other than by an agreement in writing signed by you and the General Counsel of the Company.

20. Code Section 409A. This Agreement is intended to comply with, or otherwise be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended, and any regulations and Treasury guidance promulgated thereunder (collectively, "Code Section 409A"). Specifically, it is intended that all payment obligations under this Agreement shall be exempt from Code Section 409A as follows: (1) under the safe harbor set forth in Treasury Regulations Section 1.409A-1(n)(2)(ii) and/or (2) as a Short-Term Deferral, as that term is defined in Treasury Regulations Section 1.409A-1(b)(4). Notwithstanding the foregoing, the extent that any payment obligation under this Agreement constitutes "deferred compensation" under Code Section 409A and is scheduled to be paid within six (6) months of the Separation Date, such payments shall accrue without interest and be paid within fifteen (15) days after the end of the six-month period beginning on the Separation Date or, if earlier, within fifteen (15) days after the appointment of the personal representative or executor of your estate following your death.

21. Cooperation. You agree that for no additional consideration beyond the payments set forth in Paragraph 2, you shall be reasonably available to the Company or its representatives to: (a) testify truthfully in any and all arbitrations, lawsuits, administrative proceedings, or other litigation in which you are called and/or identified as a witness; (b) reasonably assist and cooperate with the Company in any arbitration, lawsuits, administrative proceedings, or other litigation relating to or arising from an occurrence which took place during your employment with the Company, or relating to any work performed by you and/or individuals under your supervision while you were an employee of the Company, and (c) meet with the Company's representatives, their counsel or other designees at reasonable times and places with respect to any matter within the scope of the foregoing provisions of this Paragraph 21; provided that the Company shall reimburse you for any out of pocket expenses reasonably incurred by you in conjunction with the obligation set forth in this Paragraph 21 (including travel reimbursement at the level of your travel prior to the Separation Date) and that the Company shall provide reasonable notice to you regarding your obligations under this Paragraph 21, as appropriate. If you reasonably believe separate counsel to be necessary for the cooperation purposes set forth in this Paragraph 21, then you may request reimbursement of the reasonable fees of separate counsel from the Company and the General Counsel may approve any such request which approval shall not be unreasonably withheld; subject to any retention of counsel requirements imposed by the Company's insurer. To the extent legally permitted, you shall also provide the Company with immediate notice of contact or subpoena by any non-governmental adverse party (known to you to be adverse to the Company or its interests) as soon as practicable after receiving such notice. Any such cooperation under this Paragraph 21 shall be subject to your reasonable business and personal commitments and shall not require you to cooperate against your constitutional right to not incriminate yourself or the interests of any future employer to the extent such interests are adverse to the Company. If you provide more than fifteen (15) hours of cooperation service in any three (3) month period, the Company shall pay you an hourly rate of Five Hundred Dollars (\$500.00) per hour for any additional service.

22. Acknowledgement. You acknowledge and agree that, subsequent to the termination of your employment, you shall not be eligible for any payments from the Company or Company-paid benefits, except as expressly set forth in this Agreement. You also acknowledge and agree that you have been paid for all time worked and have received all other compensation owed to you, except for any payments owed to you pursuant to Paragraph 1. The Company and you acknowledge and agree that none of the payments and benefits set forth in this Agreement are being made in connection with or in contemplation of a change in control of the Company.

23. Representations. You agree and represent that:

- (a) You have read carefully the terms of this Agreement, including the General Release;
- (b) You have had an opportunity to and have been encouraged to review this Agreement, including the General Release, with an attorney;
- (c) You understand the meaning and effect of the terms of this Agreement, including the General Release;

(d) You were given a reasonable period of time to determine whether you wished to sign this Agreement, including the General Release;

(e) Your decision to sign this Agreement, including the General Release, is of your own free and voluntary act without compulsion of any kind;

(f) No promise or inducement not expressed in this Agreement has been made to you;

(g) You understand that you are waiving your Claims as set forth in Paragraph 3 above, including, but not limited to, any Claims for age discrimination under the Age Discrimination in Employment Act; and

(h) You have adequate information to make a knowing and voluntary waiver of any and all claims set forth in Paragraph 4 above.

23. Unlife's Release of Claims. The Company, for and in consideration of the promises made herein, does hereby waive and release any claim or cause of action against Ramin Mojdehbakhsh ("Employee"), arising from any occurrence or occurrences, from the beginning of time until the date of the Employee's execution of this Agreement; provided however, it is understood that this release of claims does not waive or release any rights or claims that: (a) cannot be waived or subject to a release of this kind by operation of law, (b) arise after the Company signs this Agreement; (c) relate to the interpretation or to determine the scope, meaning, enforceability or effect of this Agreement; (d) relate to coverage under the Company's Directors and Officers insurance policy; (e) relate to the enforcement of the commitments set forth in this Agreement; (f) any challenge to the release under applicable law, (g) relate to criminal or fraudulent conduct by Employee, (h) are asserted against the Company or its shareholders, directors, officers, employees, agents or representatives arising out of Employee's acts or omissions, and/or (i) are asserted by shareholders, derivatively, directly or on a class basis, against the Company or its directors, officers, employees, agents or representatives.

24. Automobile and Company Provided Housing.

(a) Automobile: You agree to return the Company provided automobile in reasonable condition to John Ryan, Esquire, Senior Vice President and General Counsel or his designee, within one (1) week following Effective Date of this Agreement.

(b) Company Provided Housing: You agree to vacate the Company provided housing which you currently occupy by June 30, 2016. The current lease expires June 30, 2016. You agree to leave the Company provided housing in reasonable condition when you vacate it. The Company will make all remaining payments on the lease for your Company provided housing.

25. Resignation from Board of Directors. In connection with your execution of this Agreement, you agree to voluntarily resign from all directorship positions held with the Company's subsidiaries by executing a resignation letter in the form attached to this Agreement as Attachment "C". In the event you do not promptly provide a signed copy of the attached letter, this provision of the Agreement shall serve as your voluntary and irrevocable resignation from such Board of Directors.

26. Stock Sales. You shall not, directly or indirectly (including through short sales, derivative or other synthetic transactions), on any given day sell or otherwise dispose of shares of Company common stock in an amount that exceeds ten percent (10%) of the daily reported volume of trading in the Company's common stock on its principal national securities exchange on the prior trading day.

If you agree to the terms of this Agreement, please sign below, indicating that you understand, agree with and intend to be legally bound by this Agreement, including the General Release, and return the signed Agreement to me.

Sincerely,

/s/ John Ryan March 14, 2016
John Ryan, Esquire,
Senior Vice President and General Counsel

Ramin Mojdehbakhsh, Ph.D.

Employee Name (printed)

/s/ Ramin Mojdehbakhsh, Ph.D.

Employee Name (signed)

March 11, 2016

Date

Rolanda Leonardo

Witness name (printed)

/s/ Rolanda Leonardo

Witness name (signed)

March 11, 2016

Date

ATTACHMENT "A"

CERTIFICATION FOR RETURN OF COMPANY PROPERTY AND DOCUMENTS

I, _____, CERTIFY THAT:

1. I have returned to John Ryan, Esquire, Senior Vice President and General Counsel, retaining no copies or excerpts, all Company property in my possession, custody or control, including, but not limited to, office, desk or file cabinet keys, Company identification/pass cards, Company-provided credit cards and Company equipment, such as computers, cellular phones, tablets and print-outs, and the following devices: Dell Latitude E5450 (Serial Number JQG1Z52), iPhone 6 (Serial Number 354447060527103) and iPad Mini (Serial Number 013359000209366).

2. I have returned to John Ryan, Esquire, Senior Vice President and General Counsel, retaining no copies or excerpts, all Company documents in my possession, custody or control, including, but not limited to, all hard copy, electronic and other files, forms, lists, charts, correspondence, computer records, notes, memos, disks, drives, DVDs, etc.

3. I have made a diligent search of my personal computers and/or other storage devices or equipment (including but not limited to iPhones, Droids, thumb or other drives) and of my personal email accounts for any Company-related documents, communications (including but not limited to emails) and any other electronically stored information relating to the Company. This search revealed that I

[check the applicable box below]

- a. had Company-related documents, communications or other information.
- b. did not have any Company-related documents, communications or other information.

4. If I checked box 3[a] above, I have downloaded all Company-related documents, communications or other information in my possession custody or control, returned them to John Ryan, Esquire, Senior Vice President and General Counsel, and completely removed them from the hard drive of such personal computer and/or all other storage devices or personal email accounts, retaining no copies or excerpts.

5. I returned the above information on _____ 2016, using the following method of delivery: _____.

6. I no longer have any Company property, documents, communications or electronically stored information (or copies or excerpts) in my possession, custody or control.

THE INFORMATION ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE.

Employee Name (printed)

Witness name (printed)

Employee Name (signed)

Witness name (signed)

Date

Date

ATTACHMENT "B"

INVENTION AND WORKS ASSIGNMENT

- 1. Declaration (37 CFR 1.63) For Utility or Design Application Using an Application for Data Sheet (37 CFR 1.76)**
- 2. Assignment**
- 3. Assignment – Patent Attorney Docket No. 722889**

ATTACHMENT "C"

BOARD RESIGNATION LETTER

[Ramin Mojdehbakhsh, Ph.D. – Letterhead]

March 11, 2016

Mary Kate Wold
Lead Director
c/o Unilife Corporation
150 South Warner Road
King of Prussia
Pennsylvania 19406

Re: Voluntary Resignation from the Board of Directors of Subsidiaries of Unilife Corporation

Dear Mary Kate:

Effective immediately, I hereby voluntarily resign from all directorship positions held with the Company's subsidiaries. I hereby acknowledge that, effective immediately, I no longer hold any officer position with the Company or the Company's subsidiaries.

Please note that my resignation is not as a result of any disagreement between myself and the Company, its management, Board of Directors or any committee of the Board of Directors.

Sincerely,

Ramin Mojdehbakhsh, Ph.D.



Unilife Realigns Business Units and Leadership Team

Board of Directors Appoints New Board Chair, Interim CEO and Executive Leadership Team

Business Units Realigned to Focus on Key Strategic Customer Programs

York, PA. – March 14, 2016: - Unilife Corporation (NASDAQ:UNIS, ASX:UNS), a developer and supplier of injectable drug delivery systems, today announced the realignment of its business units and leadership team to efficiently focus operations on the revenue-generating programs of key strategic customers.

Following the successful completion of the review of strategic alternatives by the Unilife Board of Directors, the Company has streamlined its operations into two program-focused business units:

- **Wearable and Auto Injectors** : Executing to customer programs for wearable injectors, reusable auto injectors and instant patch pumps for insulin.
- **Prefilled Syringes** : Executing to customer programs for prefilled syringes; as well as ocular, reconstitution and novel delivery systems.

Chairman and Chief Executive Officer Alan Shortall and President and Chief Operating Officer Dr. Ramin Mojdeh will step down from their positions with Unilife, effective immediately. Mr. Shortall will remain available as a consultant to the Board of Directors. The Board of Directors has engaged the executive search firm Heidrick & Struggles to manage the search process for a permanent CEO. During this period, John Ryan, Senior Vice President, General Counsel and Secretary, will serve as Interim CEO. The Board of Directors has also appointed an Executive Leadership Team representing key operational areas of the company to work in close collaboration with Mr. Ryan and Unilife's Board of Directors. Additionally, Mary Kate Wold, President and CEO of the Church Pension Group, a former finance executive at Wyeth and previously Unilife's Vice Chair and Lead Independent Director, will assume the role of Board Chair.

"We are grateful to Alan and Ramin for their extraordinary vision and passion," said Ms. Wold. "As founder and long-term CEO of Unilife, Alan has been a critical part of Unilife's achievements to-date and the Company has benefited from his perseverance, enthusiasm and leadership. Ramin's leadership in developing industry-leading technology and bringing together a highly-talented and innovative team has positioned Unilife for future success."

"I am proud of the many achievements of our team, which strongly position Unilife for global success," said Mr. Shortall. "Unilife has the focus, capabilities and talent to successfully execute this new stage of growth where the pursuit of efficient operations and profitability will be strategic priorities. I am grateful to have been able to see my vision through to this day, and I remain available to Unilife as a consultant as the company takes important steps to reach the next level."

As Interim CEO, John Ryan brings more than two decades of experience in business, law and government to the role. Joining Unilife in 2014, Mr. Ryan was previously a Partner at Duane Morris LLP, a Senior Vice President and Deputy General Counsel of Aramark Corporation and an Assistant District Attorney at the Manhattan District Attorney's Office.

To guide strategy and ensure continuity in day-to-day operations, the Board has appointed an Executive Leadership Team, including Mr. Ryan and the following business leaders:

- **David Hastings, Senior Vice President and Chief Financial Officer** , joined Unilife in 2015 and is a veteran finance executive who was previously CFO of Incyte Corporation from 2003 to 2014. Mr. Hastings has broad public company finance experience in roles at ArQule, Inc., Genzyme (now a wholly owned subsidiary of Sanofi), and PriceWaterhouseCoopers.
- **Ian Hanson, Senior Vice President and General Manager of Unilife's Wearable Injector and Auto Injector business unit**, joined Unilife in 2011 from Medtronic Diabetes, where he held senior leadership roles in the development and commercialization of insulin delivery devices and diabetes management systems. At Unilife, Mr. Hanson initiated and led the development of Unilife's industry-leading wearable injector platform and team.
- **Michael Ratigan, Senior Vice President and Chief Commercial Officer** , joined Unilife in 2011 from Becton Dickinson where he was a global commercial leader for Self-Injection Systems and also led commercial efforts for Pre-Filled Syringes in the North American market. Since joining Unilife Mr. Ratigan has led Unilife's commercial efforts, including the entry into multiple strategic collaborations with leading pharmaceutical and biopharmaceutical companies.

"John, Dave, Ian and Mike have been strong and effective leaders for Unilife, with excellent industry and business experience. They are supported by an outstanding senior management team with deep industry experience and a proven track record of success at Unilife," said Ms. Wold. "With their collaborative leadership, we anticipate that this time of transition will be seamless for our customers, employees and investors."

"Unilife has developed an industry-leading portfolio of injectable drug delivery systems to serve our current and future strategic customers," said Mr. Ryan. "This realignment of our business operations and leadership team marks an important turning point for Unilife. Unilife is focused on executing our key customer programs with discipline and rigor as we prudently grow our business with existing and new customers. We look forward to providing additional information about our business realignment on our quarterly conference call in May."

Unilife has scheduled its Earnings Call for the Third Quarter of Fiscal 2016 for May 10, 2016 at 4.30 p.m. ET.

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About Unilife

Unilife Corporation (NASDAQ: UNIS / ASX: UNS) is a U.S.-based developer and commercial supplier of injectable drug delivery systems. Unilife's portfolio of innovative, differentiated products includes prefilled syringes with automatic needle retraction, drug reconstitution delivery systems, auto-injectors, wearable

injectors, insulin delivery systems, ocular delivery systems and novel systems. Products within each platform are customizable to address specific customer, drug and patient requirements. Unilife's global headquarters and manufacturing facilities are located in York, Penn. For more information, visit www.unilife.com

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Forward-Looking Statements

This press release contains forward-looking statements. All statements that address operating performance, events or developments that we expect or anticipate will occur in the future are forward-looking statements. These forward-looking statements are based on management's beliefs and assumptions and on information currently available to our management. Our management believes that these forward-looking statements are reasonable as and when made. However, you should not place undue reliance on any such forward-looking statements because such statements speak only as of the date when made. We do not undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law. In addition, forward-looking statements are subject to certain risks and uncertainties that could cause actual results, events and developments to differ materially from our historical experience and our present expectations or projections. These risks and uncertainties include, but are not limited to, those described in "Item 1A. Risk Factors" and elsewhere in our Annual Report on Form 10-K, those described in the "Risk Factors" set forth in Unilife's prospectus supplement, dated as of and filed with the U.S. Securities and Exchange Commission on February 22, 2016, and those described from time to time in other reports which we file with the U.S. Securities and Exchange Commission.