

RADIUS HEALTH, INC.

FORM 8-K (Current report filing)

Filed 07/17/17 for the Period Ending 07/16/17

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): July 16, 2017

RADIUS HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35726
(Commission
File Number)

80-0145732
(IRS Employer
Identification No.)

950 Winter Street,
Waltham, MA
(Address of principal executive offices)

02451
(Zip Code)

Registrant's telephone number, including area code: (617) 551-4000

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 (see General Instructions A.2. below):

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

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

Emerging growth company

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

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

On July 17, 2017, Radius Health, Inc. (the “Company”) announced that its Board of Directors (the “Board”) has appointed Jesper Høiland, age 56, as the Company’s President, Chief Executive Officer and as a member of the Board, effective as of July 17, 2017.

Prior to his appointment with the Company, Mr. Høiland served as President of Novo Nordisk Inc., a U.S. affiliate of Novo Nordisk A/S, a global healthcare company, overseeing approximately 5,300 employees. Since joining Novo Nordisk in 1987, Mr. Høiland held multiple roles of increasing responsibility, including leading its International Operations which spanned 150 countries.

In connection with his appointment, the Company entered into an employment agreement with Mr. Høiland (the “Employment Agreement”). Pursuant to the terms of the Employment Agreement, Mr. Høiland will receive an initial annual base salary of \$600,000 and is eligible to earn an annual cash incentive award based on performance with a target value equal to 60% of his annual base salary. Mr. Høiland will also be eligible to participate in the Company’s employee benefit programs and plans.

As a material inducement to Mr. Høiland’s acceptance of employment with the Company, the Compensation Committee of the Board approved a grant to Mr. Høiland of an option (the “Option”) to purchase up to 305,000 shares of the Company’s common stock at a price per share equal to the fair market value of the Company’s common stock on the date of grant. The Option will be unvested as of the date of grant and will be eligible to vest as to 25% of the underlying shares on July 17, 2018 and in substantially equal monthly installments over the following three years, subject to Mr. Høiland’s continuous service with the Company through each vesting date. The grant was made pursuant to a stand-alone employment inducement stock option agreement (the “Inducement Option Agreement”) outside of the Company’s 2011 Equity Incentive Plan as a material inducement to Mr. Høiland’s acceptance of employment with the Company in accordance with NASDAQ Listing Rule 5635(c)(4) and is subject to the terms and conditions of the Inducement Option Agreement.

If Mr. Høiland’s employment is terminated by the Company without cause or due to Mr. Høiland’s resignation for good reason, then, subject to his executing a general release of claims, Mr. Høiland will be entitled to receive (i) base salary continuation payments for 12 months and (ii) reimbursement for continued group health plan premiums until the earliest of (A) 12 months or (B) the date on which Mr. Høiland becomes eligible to receive substantially similar coverage from another employer. If Mr. Høiland’s employment is terminated without cause or due to Mr. Høiland’s resignation for good reason within 12 months following a change in control of the Company, then subject to his executing a general release of claims, Mr. Høiland will be entitled to receive (i) a lump sum payment equal to one and a half times Mr. Høiland’s base salary then in effect, (ii) reimbursement for continued group health plan premiums until the earliest of (A) 18 months, (B) the date on which Mr. Høiland becomes eligible to receive substantially similar coverage from another employer and (C) is no longer eligible to receive continuation of such coverage and (iii) accelerated vesting of all options awarded to Mr. Høiland.

During his employment and for 12 months thereafter, Mr. Høiland has agreed to be subject to restrictions limiting his competing with the Company, including by soliciting its customers or hiring or soliciting its employees. Mr. Høiland has also agreed not to disclose the Company’s confidential information and to assign certain inventions to the Company.

Mr. Høiland succeeds Robert E. Ward as President and Chief Executive Officer of the Company effective as of July 17, 2017. Mr. Ward resigned as a director of the Company effective as of July 16, 2017. The Company and Mr. Ward entered into an Agreement and General Release (the “Separation Agreement”) providing for the terms of Mr. Ward’s departure, effective as of July 16, 2017. Pursuant to the Separation Agreement, in addition to the benefits provided for pursuant to Mr. Ward’s Executive Employment Agreement with the Company dated December 12, 2013, as amended by the First Amendment to the Executive Employment Agreement between Mr. Ward and the Company dated July 1, 2015, Mr. Ward is entitled to exercise all vested equity awards for 12 months following his departure.

The foregoing descriptions of the Employment Agreement, Inducement Option Agreement and Separation Agreement are only summaries and are qualified in their entirety by reference to the full text of the agreements, copies of which have been filed hereto as Exhibits 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

A copy of the press release announcing these events has been filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Employment Agreement between the Company and Jesper Høiland. |
| 10.2 | Employment Inducement Stock Option Agreement between the Company and Jesper Høiland. |
| 10.3 | Agreement and General Release between the Company and Robert Ward. |
| 99.1 | Press Release, dated July 17, 2017. |

SIGNATURES

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

RADIUS HEALTH, INC.

Date: July 17, 2017

By: /s/ Brent Hatzis-Schoch

Name: Brent Hatzis-Schoch

Title: General Counsel

EXHIBIT INDEX

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Employment Agreement

This Employment Agreement (the “**Agreement**”) is made and entered into as of June 23, 2017, by and between Jesper Høiland (the “**Executive**”) and Radius Health, Inc. (the “**Company**”).

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

1. **Term**. The Executive’s employment hereunder shall be effective as of the earliest date following the satisfaction of the contingencies listed below and on which the Executive commences his employment with the Company (the “**Effective Date**”) and shall continue until terminated pursuant to Section 5 of this Agreement. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the “**Employment Term**.”

2. **Contingencies**. The Company and the Executive (collectively, the “**Parties**”) agree that this Agreement and the employment relationship between them is contingent upon: (1) the Executive’s receipt, no later than September 15, 2017, of a non-immigrant visa from the U.S. Department of Homeland Security that authorizes him to serve as CEO of the Company; and (2) the approval by the full Board of the terms, conditions and language of this Agreement. The Parties further agree that, if both of these contingencies are not satisfied by September 15, 2017, then this Agreement and the Company’s offer of employment will become null and void and of no further effect, unless and until the parties agree, in writing, to extend this deadline or to a different contractual arrangement between them.

3. **Position and Duties**.

3.1 **Position**. During the Employment Term, the Executive shall serve as the Chief Executive Officer of the Company, reporting to the Chairman of the Company’s Board of Directors (the “**Board**”). In such position, the Executive shall have such duties, authority and responsibility as shall be determined from time to time by the Board, which duties, authority and responsibility are consistent with the Executive’s position. The Executive shall, if requested, also serve as a member of the Board for no additional compensation.

3.2 **Duties**. The Executive’s initial duties shall be those listed in Appendix A to this Agreement, which may change from time to time, in the Board’s discretion. During the Employment Term, the Executive shall devote substantially all of his business time and attention to the performance of the Executive’s duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. Notwithstanding the foregoing, the Executive will be permitted to (a) with the prior written consent of the Board act or serve as a director, trustee, committee member or principal of

any type of business that does not compete with the Company, civic or charitable organization as long as such activities are disclosed in writing to the Chairman of the Company's Board, and (b) purchase or own less than five percent (5%) of the publicly traded securities of any corporation; provided that, such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation; provided further that, the activities described in clauses (a) and (b) do not interfere with the performance of the Executive's duties and responsibilities to the Company as provided hereunder, including, but not limited to, the obligations set forth in Section 3 hereof.

4. Place of Performance. The principal place of Executive's employment shall be the Company's principal executive office, which is currently located in Boston, Massachusetts, provided that, the Executive may be required to travel on Company business during the Employment Term.

5. Compensation.

5.1 Base Salary. The Company shall pay the Executive an annual rate of base salary of \$600,000.00 in periodic installments in accordance with the Company's customary payroll practices, but no less frequently than monthly. The Executive's base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**".

5.2 Annual Bonus.

(a) For each calendar year of the Employment Term, the Executive shall be eligible to receive an annual bonus (the "**Annual Bonus**") equal to 60% of Base Salary (the "**Target Bonus**"), as in effect at the beginning of the applicable calendar year, based on achievement of annual target performance goals established by the Compensation Committee of the Board (the "**Compensation Committee**"). For the period beginning on the Effective Date and ending on the last day of the applicable calendar year, the Executive shall be eligible to receive a prorated Annual Bonus (calculated as the Annual Bonus that would have been paid for the entire calendar year multiplied by a fraction the numerator of which is equal to the number of days the Executive worked in the applicable calendar year and the denominator of which is equal to the total number of days in such year).

(b) The Annual Bonus, if any, will be paid within three (3) months after the end of the applicable calendar year.

(c) Except as otherwise provided in Section 6, in order to be eligible to receive an Annual Bonus, the Executive must be employed by the Company on the date that Annual Bonuses are paid to other executive officers of the Company.

5.3 Equity Awards. During the Employment Term, the Executive shall be eligible to participate in the Company's Stock Option Plan, subject to the terms of such Plan or successor plan, as determined by the Board or the Compensation Committee, in its discretion.

(a) In consideration of the Executive entering into this Agreement and as an inducement to join the Company, the Company will request that the Compensation Committee approve of the grant of the following Stock Option Award to the Executive pursuant to the Stock Option Plan: 305,000 options, which shall vest over a four-year period (the “**Options**”). Twenty-five percent of the Options will vest on the first anniversary of the Effective Date, and the remaining seventy-five percent shall vest in equal, monthly installments over the course of the remaining three years, provided in all cases that the Executive remains employed in good standing on each such vesting date. The Options shall have a purchase price that is equal to the fair market value of shares of stock of the Company on the date of the grant. All other terms and conditions of such awards shall be governed by the terms and conditions of the Stock Option Plan and the applicable award agreements; and

5.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices and programs maintained by the Company, as in effect from time to time (collectively, “**Employee Benefit Plans**”), on a basis which is no less favorable than is provided to other similarly situated executives of the Company, to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law.

5.5 Vacation. During the Employment Term, the Executive shall be entitled to twenty (20) paid vacation days per calendar year (prorated for partial years) in accordance with the Company’s vacation policies, as in effect from time to time.

5.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment and travel expenses incurred by the Executive in connection with the performance of the Executive’s duties hereunder in accordance with the Company’s expense reimbursement policies and procedures.

5.7 Indemnification.

(a) In the event that the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a “**Proceeding**”), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive’s employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, the Executive shall be indemnified and held harmless by the Company to the fullest extent applicable to any other officer or director of the Company/to the maximum extent permitted under applicable law from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys’ fees).

6. Termination of Employment. The Employment Term and the Executive’s employment hereunder may be terminated by either the Company or the Executive at any time and for any

reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least thirty (30) days advance written notice of any termination of the Executive's employment. Upon termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 6 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates,

6.1 Termination for Cause or Without Good Reason.

(a) The Executive's employment hereunder may be terminated by the Company for Cause or by the Executive without Good Reason. If the Executive's employment is terminated, by the Company for Cause or by the Executive without Good Reason, the Executive shall be entitled to receive:

- (i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid in accordance with the Company's customary payroll procedures;
- (ii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and
- (iii) such employee benefits (including equity compensation), if any, as to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 6.1(a)(i) through 5.1(a)(iv) are referred to herein collectively as the “ **Accrued Amounts** ”.

(b) For purposes of this Agreement, “Cause” shall mean:

- (i) the Executive's willful failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness);
- (ii) the Executive's failure to comply with any valid and legal directive of the Board;
- (iii) the Executive's engagement in dishonesty, illegal conduct or misconduct, which is, in each case, materially injurious to the Company or its affiliates;
- (iv) the Executive's embezzlement, misappropriation or fraud, whether or not related to the Executive's employment with the Company;

- (v) the Executive's conviction of or plea of guilty or *nolo contendere* to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;
- (vi) the Executive's violation of a material policy of the Company;
- (vii) the Executive's willful unauthorized disclosure of Confidential Information (as defined below);
- (viii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company; or
- (ix) any material failure by the Executive to comply with the Company's written policies or rules, as they may be in effect from time to time during the Employment Term, if such failure causes material harm to the Company.

Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) business days from the delivery of written notice by the Company within which to cure any acts constituting Cause; provided however, that, if the Company reasonably expects irreparable injury from a delay of ten (10) business days, the Company may give the Executive notice of such shorter period within which to cure as is reasonable under the circumstances, which may include the termination of the Executive's employment without notice and with immediate effect.

(c) For purposes of this Agreement, “ **Good Reason** ” shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

- (i) a reduction in the Executive's Base Salary other than a general reduction in Base Salary that affects all similarly situated executives in substantially the same proportions;
- (ii) any material breach by the Company of any material provision of this Agreement;
- (iii) a material, adverse diminution of the Executive's authority, duties or responsibilities (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law) taking into account the Company's size, status as a public company and capitalization as of the date of this Agreement.

The Executive cannot terminate his employment for Good Reason unless he has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within ten (10) days of the initial existence of such grounds and the Company has had at least thirty (30) days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate his employment for Good Reason within ten

(10) days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived his right to terminate for Good Reason with respect to such grounds.

6.2 Termination Without Cause or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's compliance with **Section 7, Section 8, Section 9** and **Section 10** of this Agreement and his execution of a separation agreement in a form acceptable to the Company that contains, at a minimum, a general release of claims in favor of the Company, its affiliates and their respective officers and directors in a form provided by the Company (the "**Release**") and such Release becoming effective within forty-five (45) days following the Termination Date (such 45-day period, the "**Release Execution Period**"), the Executive shall be entitled to receive the following;

(a) Twelve (12) months of severance pay, which shall be paid in equal installments in accordance with the Company's normal payroll practices, but no less frequently than monthly, which are in the aggregate equal to the Executive's Base Salary in effect upon the effective date of the termination of Executive's employment; provided that, the first installment payment shall include all amounts that would otherwise have been paid to the Executive during the period beginning on the Termination Date and ending on the first payment date if no delay had been imposed;

(b) If the Executive timely and properly elects continuation coverage under the Consolidated Omnibus Reconciliation Act of 1985 ("**COBRA**"), the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for himself and his dependents. Such reimbursement shall be paid to the Executive on or before the last day of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the twelve-month anniversary of the Termination Date; and (ii) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer.

(c) The treatment of any outstanding equity awards shall be determined in accordance with the terms of the Stock Option Plan and the applicable award agreements.

6.3 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically upon the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts.

(c) For purposes of this Agreement, Disability shall mean the Executive's inability, due to physical or mental incapacity, to substantially perform his duties and responsibilities under this Agreement for one hundred eighty (180) days out of any three hundred sixty-five (365) day period or one hundred twenty (120) consecutive days. Any question as to

the existence of the Executive's Disability as to which the Executive and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Executive and the Company. If the Executive and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Executive shall be final and conclusive for all purposes of this Agreement.

6.4 Change in Control Termination.

(a) Notwithstanding any other provision contained herein, if the Executive's employment hereunder is terminated by the Executive for Good Reason or by the Company without Cause (other than on account of the Executive's death or Disability), in each case within twelve (12) months following a Change in Control, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's compliance with **Section 7**, **Section 8**, **Section 9** and **Section 10** of this Agreement and his execution of a Release which becomes effective within forty-five (45) days following the Termination Date, the Executive shall be entitled to receive the following:

- (i) a lump sum payment equal to one and a half (1.5) times the Executive's Base Salary then in effect, which shall be paid within thirty (30) days following the Termination Date;
- (ii) If the Executive timely and properly elects continuation coverage under COBRA, the Company shall reimburse the Executive for the monthly COBRA premium paid by the Executive for himself and his dependents. Such reimbursement shall be paid to the Executive on the last day of the month immediately following the month in which the Executive timely remits the premium payment. The Executive shall be eligible to receive such reimbursement until the earliest of: (i) the eighteen-month anniversary of the Termination Date; (ii) the date the Executive is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Executive becomes eligible to receive substantially similar coverage from another employer.
- (iii) Notwithstanding the terms of any equity incentive plan or award agreements, as applicable, all outstanding unvested options awarded to Executive shall become fully vested and exercisable for ninety (90) days following the Change of Control.

(b) For purposes of this Agreement, "**Change in Control**" shall mean the occurrence of any of the following:

- (i) one person (or more than one person acting as a group) acquires ownership of stock of the Company that, together with the stock held by such person or group, constitutes more than 50% of the

total fair market value or total voting power of the stock of such corporation; provided that, a Change in Control shall not occur if any person (or more than one person acting as a group) owns more than 50% of the total fair market value or total voting power of the Company's stock and acquires additional stock;

- (ii) one person (or more than one person acting as a group) acquires (or has acquired during the twelve-month period ending on the date of the most recent acquisition) ownership of the Company's stock possessing 50% or more of the total voting power of the stock of such corporation; or
- (iii) the sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not occur unless such transaction constitutes a change in the ownership of the Company, a change in effective control of the Company, or a change in the ownership of a substantial portion of the Company's assets under Section 409A.

6.5 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.3(a) on account of the Executive's death) shall be communicated by written notice of termination (" **Notice of Termination** ") to the other party hereto in accordance with Section 28. The Notice of Termination shall specify:

- (a) The termination provision of this Agreement relied upon;
- (b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and
- (c) The applicable Termination Date.

6.6 Termination Date. The Executive's Termination Date shall be:

- (a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;
- (b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;
- (c) If the Company terminates the Executive's employment hereunder for Cause, the date the Notice of Termination is delivered to the Executive;
- (d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination;
- (e) If the Executive terminates his/her employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less

than thirty (30) days following the date on which the Notice of Termination is delivered; provided that, the Company may waive all or any part of the 30-day notice period for no consideration by giving written notice to the Executive and for all purposes of this Agreement, the Executive's Termination Date shall be the date determined by the Company.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Executive incurs a "separation from service" within the meaning of Section 409A of the Code.

6.7 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement and except as provided in **Section 6.2(b)**, any amounts payable pursuant to this **Section 6** shall not be reduced by compensation the Executive earns on account of employment with another employer.

6.8 Resignation of All Other Positions. Upon termination of the Executive's employment hereunder for any reason, the Executive agrees to resign, effective on the Termination Date/shall be deemed to have resigned from all positions that the Executive holds as an officer or member of the board of directors (or a committee thereof) of the Company or any of its affiliates.

6.9 Section 280G.

(a) If any of the payments or benefits received or to be received by the Executive (including, without limitation, any payment or benefits received in connection with a Change in Control or the Executive's termination of employment, whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement, or otherwise) (all such payments collectively referred to herein as the "**280G Payments**") constitute "parachute payments" within the meaning of Section 280G of the Code and would, but for this Section 6.9, be subject to the excise tax imposed under Section 4999 of the Code (the "**Excise Tax**"), then, Executive shall have the option to (i) request that such 280G Payments be reduced in a manner determined by Tax Counsel (by the minimum possible amounts) that is consistent with the requirements of Section 409A until no amount payable to the Executive will be subject to the Excise Tax; or (ii) receive the full 280G Payments and pay the Excise Tax himself. In the former scenario, if two economically equivalent amounts are subject to reduction but are payable at different times, the amounts shall be reduced (but not below zero) on a pro rata basis. Executive agrees to indemnify and hold the Company harmless for any calculation or analysis performed by Tax Counsel, and he acknowledges and agrees that any Excise Tax or penalty relating to the 280G Payments shall be his sole responsibility.

(b) All calculations and determinations under this Section 5.9 shall be made by an independent accounting firm or independent tax counsel appointed by the Company (the "**Tax Counsel**") whose determinations shall be conclusive and binding on the Company and the Executive for all purposes. For purposes of making the calculations and determinations required by this Section 6.9, the Tax Counsel may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Company and the Executive shall furnish the Tax Counsel with such information and documents

as the Tax Counsel may reasonably request in order to make its determinations under this Section 5.9. The Company shall bear all costs the Tax Counsel may reasonably incur in connection with its services.

7. Cooperation. The parties agree that certain matters in which the Executive will be involved during the Employment Term may necessitate the Executive's cooperation in the future. Accordingly, following the termination of the Executive's employment for any reason, to the extent reasonably requested by the Board, the Executive shall cooperate with the Company in connection with matters arising out of the Executive's service to the Company; provided that, the Company shall make reasonable efforts to minimize disruption of the Executive's other activities. The Company shall reimburse the Executive for reasonable expenses incurred in connection with such cooperation.

8. Confidential Information. The Executive understands and acknowledges that during the Employment Term, he will have access to and learn about Confidential Information, as defined below.

8.1 Confidential Information Defined.

(a) Definition.

For purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, work-in-process, manuals, records, articles, systems, material, supplier information, vendor information, financial information, results, legal information, marketing information, advertising information, pricing information, design information, developments, reports, market studies, product plans, designs, ideas, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, distributor lists, and buyer lists of the Company or its businesses, or of any other person or entity that has entrusted information to the Company in confidence.

The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

The Executive understands and agrees that Confidential Information includes information developed by him in the course of his employment by the Company as if the Company furnished the same Confidential Information to the Executive in the first instance. Confidential Information shall not include information that is generally available to and known

by the public at the time of disclosure to the Executive; provided that, such disclosure is through no direct or indirect fault of the Executive or person(s) acting on the Executive's behalf.

(b) Company Creation and Use of Confidential Information.

The Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its products and offerings. The Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

(c) Disclosure and Use Restrictions.

The Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever (including other employees of the Company) not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Chairman of the Board acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized employment duties to the Company or with the prior consent of the Chairman of the Board acting on behalf of the Company in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent). Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Executive shall promptly provide written notice of any such order to the Chairman of the Board.

The Executive understands and acknowledges that his obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to such Confidential Information (whether before or after he begins employment by the Company) and shall continue during and after his employment by the Company until such time as such Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

9. Restrictive Covenants.

9.1 Acknowledgment. The Executive understands that the nature of the Executive's position gives him access to and knowledge of Confidential Information and places him in a position of trust and confidence with the Company. The Executive understands and acknowledges that the intellectual services he provides to the Company are unique, special or extraordinary. The Executive further understands and acknowledges that the Company's ability to reserve these for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company, and that improper use or disclosure by the Executive is likely to result in unfair or unlawful competitive activity.

9.2 Non-competition. Because of the Company's legitimate business interest as described herein and the good and valuable consideration offered to the Executive, during the Employment Term and for the twelve (12) months, to run consecutively, beginning on the last day of the Executive's employment with the Company, for any reason or no reason and whether employment is terminated at the option of the Executive or the Company, the Executive agrees and covenants not to engage in Prohibited Activity anywhere in the world.

For purposes of this **Section 9**, "**Prohibited Activity**" is activity in which the Executive serves, directly or indirectly, in whole or in part, as an employee, employer, owner, operator, manager, advisor, consultant, agent, employee, partner, director, stockholder, officer, volunteer, intern or any other similar capacity to an entity engaged in the same or similar business as the Company. Prohibited Activity also includes activity that may require or inevitably requires disclosure of trade secrets, proprietary information or Confidential Information.

Nothing herein shall prohibit the Executive from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment and that the Executive is not a controlling person of, or a member of a group that controls, such corporation.

This **Section 9** does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly - and in all cases, within five (5) business days -- provide written notice of any such order to the Chairman of the Board.

9.3 Non-solicitation of Employees. The Executive agrees and covenants not to directly or indirectly solicit, hire, recruit, attempt to hire or recruit, or induce the termination of employment of any employee of the Company during a twelve (12) month period, to run consecutively, beginning on the last day of the Executive's employment with the Company.

9.4 Non-solicitation of Customers. The Executive understands and acknowledges that because of the Executive's experience with and relationship to the Company, he will have access to and learn about much or all of the Company's customer information. "**Customer Information**" includes, but is not limited to, names, phone numbers, addresses, e-mail addresses, order history, order preferences, chain of command, pricing information and other

information identifying facts and circumstances specific to the customer and relevant to sales. The Executive understands and acknowledges that loss of this customer relationship and/or goodwill will cause significant and irreparable harm. The Executive, therefore, agrees and covenants, during a twelve(12)-month period, to run consecutively, beginning on the last day of the Executive's employment with the Company, not to directly or indirectly solicit, contact (including but not limited to e-mail, regular mail, express mail, telephone, fax, and instant message), attempt to contact or meet with the Company's current, former or prospective customers for purposes of offering or accepting goods or services similar to or competitive with those offered by the Company.

10. Non-disparagement. The Executive agrees and covenants that he will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Company or its businesses, or any of its employees, officers[, and existing and prospective customers, suppliers, investors and other associated third parties].

This **Section 10** does not, in any way, restrict or impede the Executive from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation or order. The Executive shall promptly provide written notice of any such order to the Chairman of the Board.

11. Acknowledgement. The Executive acknowledges and agrees that the services to be rendered by him to the Company are of a special and unique character; that the Executive will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Executive's employment; and that the restrictive covenants and other terms and conditions of this Agreement are reasonable and reasonably necessary to protect the legitimate business interest of the Company.

The Executive further acknowledges that the amount of his compensation reflects, in part, his obligations and the Company's rights under **Section 8**, **Section 9** and **Section 10** of this Agreement; that he has no expectation of any additional compensation, royalties or other payment of any kind not otherwise referenced herein in connection herewith; that he will not be subject to undue hardship by reason of his full compliance with the terms and conditions of **Section 8**, **Section 9** and **Section 10** of this Agreement or the Company's enforcement thereof.

12. Remedies. In the event of a breach or threatened breach by the Executive of **Section 8**, **Section 9** or **Section 10** of this Agreement, the Executive hereby consents and agrees that the Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, Legal remedies, monetary damages or other available forms of relief.

13. Proprietary Rights .

13.1 Work Product . The Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Executive individually or jointly with others during the period of his employment by the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, “**Work Product** ”), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), mask works, patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, “**Intellectual Property Rights** ”), shall be the sole and exclusive property of the Company.

13.2 Work Made for Hire; Assignment . The Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is “work made for hire” as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Executive hereby irrevocably assigns to the Company, for no additional consideration, the Executive’s entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company’s rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

13.3 Further Assurances; Power of Attorney . During and after his employment, the Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect and transfer to the Company the Work Product as well as an Intellectual Property Right in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by the Company. The Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Executive’s behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Executive does not promptly cooperate with the Company’s request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by the Executive’s subsequent incapacity.

13.4 No License. The Executive understands that this Agreement does not, and shall not be construed to, grant the Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to [him/her] by the Company.

14. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the Commonwealth of Massachusetts. The parties hereby irrevocably submit to the jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

15. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

16. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by the Chairman of the Board of the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

17. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such

provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

18. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

19. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

20. Tolling. Should the Executive violate any of the terms of the restrictive covenant obligations articulated herein, the obligation at issue will run from the first date on which the Executive ceases to be in violation of such obligation.

21. Section 409A. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a “separation from service” under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with his termination of employment is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Executive is determined to be a “specified employee” as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date to occur following the six-month anniversary of the Termination Date (the “**Specified Employee Payment Date**”). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

22. Notification to Subsequent Employer. When the Executive’s employment with the Company terminates, the Executive agrees to notify any subsequent employer of the restrictive covenants section contained in this Agreement. In addition, the Executive authorizes the Company to provide a copy of the restrictive covenants section of this Agreement to third

parties, including but not limited to, the Executive's subsequent, anticipated or possible future employer.

23. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

24. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:

Kurt Graves, Chairman of the Board of Directors

If to the Executive:

Jesper Høiland
Pik Alle 5H
DK-2000 Frederiksberg
Denmark

25. Representations of the Executive. The Executive represents and warrants to the Company that:

25.1 The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement or understanding to which he is a party or is otherwise bound.

25.2 The Executive's acceptance of employment with the Company and the performance of his duties hereunder will not violate any non-solicitation, noncompetition or other similar covenant or agreement of a prior employer.

26. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

27. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

28. Acknowledgment of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT, THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

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

RADIUS HEALTH, INC.

By: /s/ Kurt Graves
Kurt Graves
Chairman, Board of Directors

JESPER H Ø ILAND

Signature: /s/ Jesper Høiland

Print Name: Jesper Høiland

RADIUS HEALTH, INC.

EMPLOYMENT INDUCEMENT STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the “Agreement”) is entered into as of the Grant Date set forth below (the “Grant Date”) between Radius Health, Inc., a corporation organized under the laws of the State of Delaware (the “Company”), and the individual identified in paragraph 1 below, currently residing at the address set out at the end of this Agreement (the “Optionee”).

- Grant of Option; Incorporation of Terms of Plan.** Pursuant and subject to the terms of this Agreement, the Company grants to you, the Optionee identified in the table below, an option (the “Option”) to purchase from the Company all or any part of a total of the number of shares identified in the table below (the “Optioned Shares”) of the common stock, par value \$0.0001 per share, in the Company (the “Stock”), at the exercise price per share set out in the table below.

| | |
|----------------------------------|-----------------------|
| Optionee | Jesper Høiland |
| Number of Shares | 305,000 |
| Exercise Price Per Share | 42.97 |
| Grant Date | July 17, 2017 |
| Vesting Commencement Date | July 17, 2017 |
| Expiration Date | July 17, 2027 |

This Option is made and granted as a stand-alone award and is not granted under or pursuant to the Company’s 2011 Equity Incentive Plan (as the same may be amended from time to time, the “Plan”). Notwithstanding the foregoing, except as set forth in the immediately preceding sentence, the terms, conditions and definitions set forth in the Plan shall apply to the Option as though the Option had been granted under the Plan (including but not limited to the adjustment provision contained in Section 8 of the Plan) as an “Option,” as such term is used in the Plan, and the Option shall be subject to such terms, conditions and definitions, which are hereby incorporated into this Agreement by reference. For the avoidance of doubt, the Option shall not be counted for purposes of calculating the aggregate number of shares of Stock that may be issued or transferred pursuant to Awards under the Plan. You hereby acknowledge receipt of a copy of the Plan and agree to be bound by all the terms and provisions thereof. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

- Character of Option:** Nonstatutory Stock Option
- Expiration of Option.** No portion of the Option which has not become vested and exercisable at the date of your termination of employment or other service with the Company shall thereafter become vested and exercisable (and any such unvested portion shall thereupon be immediately forfeited), except as may be otherwise provided by the Board or Committee, as applicable, or as set forth in a written agreement between the Company and you. This Option shall expire at 5:00 p.m. Eastern Time on the Expiration Date or, if earlier, the earliest of the dates specified in whichever of the following applies:

- (a) If the termination of your employment or other service is on account of your death or disability, the date that is twelve (12) months from the date on which your employment or other service with the Company ends.
- (b) If the termination of your employment or other service is due to any other reason, the date that is three (3) months from the date on which your employment or other service with the Company ends.
- (c) If the Company terminates your employment or other service for cause, or at the termination of your employment or other service the Company had grounds to terminate your employment or other service for cause (whether then or thereafter determined), the start of business on the date on which the termination of your employment or other service with the Company ends.
4. **Exercise of Option.** Subject to Section 3, this Option will vest and become exercisable as to 25% of the Optioned Shares on the first anniversary of the Vesting Commencement Date and as to 1/48th of the Optioned Shares on the same day of each of the 36 consecutive months thereafter, provided that each Optioned Share which would be fractionally vested shall be cumulated and shall vest on the first vesting date upon which the whole Optioned Share has cumulated. However, during any period that this Option remains outstanding after your employment or other service with the Company ends, you may exercise it only to the extent it was exercisable immediately prior to the end of your employment or other service. The procedure for exercising this Option is described in Section 7.1(e) of the Plan (Method of Exercise).
5. **Transfer of Option.** You may not transfer this Option except by will or the laws of descent and distribution, and, during your lifetime, only you may exercise this Option. After your death, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Sections 3 and 4, be exercised by your personal representative or by any person empowered to do so under your will or under the then-applicable laws of descent and distribution.
6. **Community Property.** Without prejudice to the actual rights of the spouses as between each other, for all purposes of this Agreement, you shall be treated as agent and attorney-in-fact for that interest held or claimed by your spouse with respect to this Option and any Optioned Shares and the parties hereto shall act in all matters as if you were the sole owner of this Option and (following exercise) any such Optioned Shares. This appointment is coupled with an interest and is irrevocable.
7. **Employment Inducement Grant.** This Option is intended to constitute an “employment inducement grant” under NASDAQ Listing Rule 5635(c)(4), and consequently is intended to be exempt from the NASDAQ rules regarding shareholder approval of stock option and stock purchase plans. This Agreement and the terms and conditions of the Option shall be interpreted in accordance and consistent with such exemption .
8. **Rights as Stockholder .** The holder of the Option shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares of Stock purchasable upon the exercise of any part of the Option unless and until such shares of Stock shall have been issued by the Company to such holder (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company).
9. **Miscellaneous.** The Board or Committee, as applicable, shall have the power to interpret this Agreement and to adopt such rules for the administration, interpretation and application of this Agreement and the Plan as are consistent therewith and to interpret, amend or revoke any

such rules. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof and shall be binding upon and inure to the benefit of any successor or assign of the Company and any executor, administrator, trustee, guardian, or other legal representative of you. The Plan and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meaning assigned under the Plan. This Agreement may be executed in one or more counterparts all of which together shall constitute but one instrument.

10. **Tax Consequences.** The Company makes no representation or warranty as to the tax treatment to you of your receipt or exercise of this Option or upon your sale or other disposition of the Optioned Shares. You should rely on your own tax advisors for such advice.
11. **Consideration to the Company.** In consideration of the grant of the Option by the Company, you agree to render faithful and efficient services to the Company or any Affiliate. Nothing in the Plan or this Agreement shall confer upon you any right to continue in the employ or service of the Company or any Affiliate or shall interfere with or restrict in any way the rights of the Company and its Affiliates, which rights are hereby expressly reserved, to discharge or terminate your services at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or an Affiliate and you.
12. **Limitations Applicable to Section 16 Persons.** Notwithstanding any other provision of the Plan or this Agreement, if you are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the Plan, the Option and this Agreement shall be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3 of the Exchange Act) that are requirements for the application of such exemptive rule. To the extent permitted by applicable law, this Agreement shall be deemed amended to the extent necessary to conform to such applicable exemptive rule.
13. **Conformity to Securities Laws.** You acknowledge that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date first above written.

RADIUS HEALTH, INC.

By: /s/ Brent Hatzis-Schoch
Name: Brent Hatzis-Schoch
Title: General Counsel

/s/ Jesper Høiland
Signature of Optionee

Optionee's Address:

Pik Alle 5H
DK-2000 Frederiksberg
Denmark

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AGREEMENT AND GENERAL RELEASE

Radius Health, Inc. (the “Company”) and Robert Ward (“Executive”) agree (this “Agreement and General Release”):

1. Last Day of Employment. Executive’s last day of employment with the Company was July 16, 2017 (the “Termination Date”). In addition, effective as of the Termination Date, Executive ceased to serve as the President and Chief Executive Officer of the Company and its affiliates and ceased to be eligible for any benefits or compensation from the Company and its affiliates other than as specifically provided in herein pursuant to Section 8 of the Executive Employment Agreement between the Company and Executive dated as of December 12, 2013, as amended by the First Amendment to Executive Employment Agreement between the Company and the Executive dated as of July 1, 2015 (together, the “Employment Agreement”). Executive further acknowledges and agrees that from and after the date Executive executes this Agreement and General Release, Executive will not represent (and since the Termination Date the Executive has not represented) the Executive as being a director, employee, officer, trustee, agent or representative of the Company or its affiliates for any purpose. In addition, effective as of Termination Date, Executive resigns from all offices, directorships, trusteeships, committee memberships and fiduciary capacities held with, or on behalf of, the Company and its affiliates or any benefit plans of the Company and its affiliates and shall take all actions reasonably requested by the Company to effectuate the foregoing.

2. Consideration. The parties acknowledge that this Agreement and General Release is being executed in accordance with Section 9 of the Employment Agreement. In particular, the parties acknowledge and agree that Executive’s ending of employment with the Company shall be treated as a termination other than for Cause (as defined in the Employment Agreement) for purposes of the Employment Agreement. Accordingly, subject to (i) Executive’s execution and non-revocation of this Agreement and General Release, and (ii) Executive’s continued compliance with the Confidentiality Agreement and Non-Competition Agreement dated July 1, 2015 and attached as Exhibit A to the First Amendment to the Employment Agreement (the “Confidentiality Agreement”), and (iii) delivery to the Company of a resignation from all offices, directorships and fiduciary positions with the Company, its affiliates and employee benefit plans, Executive shall be entitled to the following:

- a. continued payment of Executive’s Base Salary (as defined in the Employment Agreement) as of the Termination Date (which is at an annual rate of \$600,000) for a period of twelve (12) months following the Termination Date (the “Salary Severance Period”) in accordance with the Company’s ordinary payroll practices; provided that the Company shall not be obligated to provide Salary Severance until this Agreement and General Release becomes fully effective. If the Company does not make one or more payments of Salary Severance on a regular payroll date because this Agreement and General Release has not yet become fully effective, the Company shall make all such delayed payments by the first payroll date when it is practicable to do so after the Effective Date (as defined below);
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- b. if Executive timely elects continued coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) for himself and his covered dependents under the Company’s group health plans following the Termination Date, then the Company shall pay the COBRA premiums necessary to continue Executive’s and his covered dependents’ health insurance in effect on the Termination Date until the earliest of: (i) twelve (12) months following the Termination Date (the “COBRA Severance Period”); (ii) the date when the Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment; or (iii) the date the Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (such period from the Termination Date through the earlier of (i)-(iii), the “COBRA Payment Period”). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA premiums on Executive’s behalf would result in a violation of applicable law, then in lieu of paying COBRA premiums pursuant to this Section 2(b), the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding (such amount, the “Special Severance Payment”), such Special Severance Payment to be made without regard to Executive’s payment of COBRA premiums;
- c. a pro-rata portion of Executive’s Target Bonus (as defined in the Employment Agreement, which has been previously increased from 50% to 60%) for the 2017 performance year (with such prorated portion calculated based upon the number of days that the Executive was employed during such performance year divided by the total number of days in such performance year), in a lump sum amount of \$194,400 (the “Pro-Rata Annual Bonus”), less applicable deductions and withholdings, payable on the Company’s first ordinary payroll date occurring after the Effective Date (as defined below);
- d. twenty-five (25%) of Executive’s shares subject to the Option (as defined in the Employment Agreement) shall accelerate and vest as of the Termination Date; and
- e. the time period that Executive has to exercise all Vested/Unexercised Shares (as set forth below in Section 3) shall be extended for a period equal to twelve (12) months from the Termination Date. The Vested/Unexercised Shares will otherwise be governed by the Equity Documents (as defined below). Any Vested/Unexercised Shares that were issued as incentive stock options (“ISOs”) shall cease to qualify as ISOs for U.S. federal income tax purposes and shall instead be treated as nonqualified stock options.

The Company shall make deductions, withholdings and tax reports with respect to the payments and benefits detailed herein that it reasonably determines to be required by applicable law. The payments detailed in this Agreement and General Release shall be in amounts net of any such deductions or withholdings, and nothing in this Agreement and General Release shall be

construed to require the Company to make any payments to compensate Executive for any adverse tax effect associated with any payments or benefits or for any deduction or withholding from any payment or benefit.

3. Equity. All options that Executive holds to purchase shares of the Company’s common stock pursuant to the Radius Health, Inc. 2011 Equity Incentive Plan (as Amended and Restated) (the “Equity Plan”) or any predecessor plan and any associated Stock Option Agreements (together, the “Equity Documents”) that are unvested shares as of Executive’s Termination Date shall lapse on that date and will not be exercisable. The Executive acknowledges and agrees that the following summarizes all vested options that will have not been exercised by the Executive as of the Termination Date and that shall remain exercisable by the Executive as of the Termination Date subject to the terms of the Equity Documents (as modified herein):

| Grant Date | Vested/Unexercised Shares | Unvested Shares |
|--|----------------------------------|------------------------|
| February 16, 2014 | 12,820 | - |
| February 16, 2014 | 38,460 | |
| February 16, 2014 (the Option as defined in the Employment Agreement) | 695,325 ¹ | - |
| December 17, 2014 | 134,375 | 77,397 |
| December 17, 2014 | | 3,228 |
| February 10, 2016 | 55,338 | 94,222 |
| February 10, 2016 | | 6,690 |
| February 17, 2017 | - | 187,800 |

4. Revocation. Executive may revoke this Agreement and General Release for a period of seven (7) calendar days following the day Executive executes this Agreement and General Release. Any revocation within this period must be submitted in writing to the Company and state, “I hereby revoke my acceptance of our Agreement and General Release.” The revocation must be personally delivered to the Chairman of the Board, Radius Health, Inc., 950 Winter Street, Waltham, MA 02451, or his designee. This Agreement and General Release shall become effective and irrevocable on the eighth (8th) day after Executive executes it, unless earlier revoked by Executive in accordance with this Section 4 (the “Effective Date”).

5. General Release of Claims. Executive and Executive’s heirs, executors, administrators, successors and assigns (collectively referred to throughout this Agreement and General Release as “Employee”) knowingly and voluntarily release and forever discharge the Company and its affiliates, subsidiaries, divisions, benefit plans, successors and assigns in such capacity, and the current, future and former employees, officers, directors, trustees and agents thereof (collectively referred to as the “Employer”) from any and all actions, causes of action,

¹ This number assumes acceleration occurs if Employee satisfies the Conditions set forth in Section 9 of the Employment Agreement.

contributions, indemnities, duties, debts, sums of money, suits, controversies, restitutions, understandings, agreements, promises, claims regarding stock, stock options or other forms of equity compensation, commitments, damages, fees and liabilities, responsibilities and any and all claims, demands, executions and liabilities of whatsoever kind, nature or description, oral or written, matured or unmatured, suspected or unsuspected at the present time, in law or in equity, whether known and unknown, against the Employer, which Employee has, has ever had or may have as of the date of Executive's execution of this Agreement and General Release, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Older Workers Benefit Protection Act of 1990;
- The Worker Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family and Medical Leave Act of 1993;
- Any wage payment and collection, equal pay and other similar laws (including but not limited to the Fair Labor Standards Act and claims for wages, bonuses, incentive compensation, commissions, vacation pay or any other compensation or benefits either under the Massachusetts Wage Act, M.G.L. c. 149, §§ 148-150C, or otherwise), and acts and statutes of the Commonwealth of Massachusetts;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort, or common law; or
- Any allegation or claim for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief, costs, fees, or other expenses including attorneys' fees incurred in these matters.

Notwithstanding anything herein to the contrary, the sole matters to which the Agreement and General Release do not apply are: (i) Employee's express rights or claims for accrued vested benefits under any employee benefit plan, policy or arrangement maintained by the Employer or under COBRA; (ii) Employee's rights under the provisions of the Employment Agreement which are intended to survive termination of employment; (iii) Employee's rights as a stockholder; (iv) any rights of the Executive to indemnification as a director or officer of the Company; or (v) any rights that cannot be released as a matter of applicable law, but only to the extent such rights may not be released under such applicable law. Employee agrees not to accept damages of any nature, other equitable or legal remedies for Employee's own benefit or attorney's fees or costs from the Employer with respect to any claim released by this Agreement and General Release. Employee represents and warrants to the Employer that there has been no assignment or other transfer of any interest in any claim that Employee may have against the Employer. Employee agrees to indemnify and hold harmless the Employer from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred as a result of any such assignment or transfer from Employee.

6. Affirmations. Employee affirms Executive has not filed, has not caused to be filed, and is not presently a party to, any claim, complaint, or action against the Employer in any forum. Employee further affirms that the Executive has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits to which Executive may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to Executive, except as provided herein. Employee also affirms Executive has no known workplace injuries.

7. Cooperation; Return of Property. Employee agrees to reasonably cooperate with the Employer and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter that occurred during Executive's employment in which Executive was involved or of which Executive has knowledge. The Employer will reimburse Employee for any reasonable out-of-pocket travel, delivery or similar expenses incurred in providing such service to the Employer. Employee represents that Employee has returned to the Employer all property belonging to the Employer, including but not limited to any leased vehicle, laptop, cell phone, keys, access cards, phone cards and credit cards, provided that Executive may retain, and the Employer shall cooperate in transferring, Executive's cell phone number and Executive's personal rolodex and other address books.

8. Governing Law and Interpretation. This Agreement and General Release shall be governed and conformed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. In the event Employee or the Employer breaches any provision of this Agreement and General Release, Employee and the Employer affirm either may institute an action to specifically enforce any term or terms of this Agreement and General Release. Should any provision of this Agreement and General Release be declared illegal or unenforceable by any court of competent jurisdiction and should the provision be incapable of being modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement and General Release in full force and effect. Nothing herein, however, shall operate to void or nullify any general release language contained in the Agreement and General Release.

9. Continuing Obligations. Executive acknowledges that Executive's obligations under the Confidentiality Agreement shall continue in effect, the terms of which are hereby incorporated by reference as material terms of this Agreement and General Release. For the avoidance of doubt, however, pursuant to the federal Defend Trade Secrets Act of 2016, Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Protected Disclosures and Other Protected Actions. Nothing contained in this Agreement and General Release or the Confidentiality Agreement limits Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing contained in this Agreement and General Release or the Confidentiality Agreement limits Executive's ability to communicate with any

Government Agency or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including Executive's ability to provide documents or other information, without notice to the Company, nor does anything contained in this Agreement and General Release or the Confidentiality Agreement apply to truthful testimony in litigation. If Executive files any charge or complaint with any Government Agency and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Employee waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action); provided that nothing in this Agreement and General Release limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission.

11. No Admission of Wrongdoing. Employee agrees that neither this Agreement and General Release nor the furnishing of the consideration for this Agreement and General Release shall be deemed or construed at any time for any purpose as an admission by the Employer of any liability or unlawful conduct of any kind.

12. Non-Disparagement. Employee and the Employer (through its officers and directors) agree not to disparage the other party, and the other party's officers, directors, employees, shareholders and agents, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that both Employee and the Employer may respond accurately and fully to any question, inquiry or request for information when required by legal process and provided further that nothing in this Section 12 shall preclude the Employer or Employee from making truthful statements that are reasonably necessary or to enforce or defend the party's rights under this Agreement and General Release.

13. Amendment. This Agreement and General Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement and General Release.

14. Entire Agreement. This Agreement and General Release, the Confidentiality Agreement, and the Equity Documents (as modified herein) set forth the entire agreement between the parties hereto and fully supersede any prior agreements or understandings between the parties; provided, however, that notwithstanding anything in this Agreement and General Release, the provisions in the Employment Agreement which are intended to survive termination of the Employment Agreement, including but not limited to those contained in Section 11 thereof, shall survive and continue in full force and effect. Employee acknowledges Executive has not relied on any representations, promises, or agreements of any kind made to Executive in connection with Executive's decision to accept this Agreement and General Release.

15. ADEA. Employee understands and acknowledges that Employee is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Employee understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive signs this Agreement and General Release. Employee understands and acknowledges that the consideration given for this waiver and release

is in addition to anything of value to which Employee was already entitled. Employee further understands and acknowledges that Employee has been advised by this writing that nothing in this Agreement and General Release prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

16. Counterparts. This Agreement and General Release may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

[*Signature page follows*]

EMPLOYEE HAS BEEN ADVISED THAT EXECUTIVE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO REVIEW THIS AGREEMENT AND GENERAL RELEASE AND HAS BEEN ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT AND GENERAL RELEASE.

EMPLOYEE AGREES ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT AND GENERAL RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD. IN THE EVENT EMPLOYEE SIGNS THIS AGREEMENT AND GENERAL RELEASE AND RETURNS IT TO THE COMPANY IN LESS THAN THE TWENTY-ONE (21) DAY PERIOD IDENTIFIED ABOVE, EMPLOYEE HEREBY ACKNOWLEDGES THAT EMPLOYEE HAS FREELY AND VOLUNTARILY CHOSEN TO WAIVE THE TIME PERIOD ALLOTTED FOR CONSIDERING THIS AGREEMENT AND GENERAL RELEASE.

HAVING ELECTED TO EXECUTE THIS AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE SUMS AND BENEFITS SET FORTH IN THE EMPLOYMENT AGREEMENT, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EXECUTIVE HAS OR MIGHT HAVE AGAINST THE EMPLOYER.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement and General Release as of the date set forth below:

RADIUS HEALTH, INC.

EXECUTIVE

By: /s/ Kurt Graves

/s/ Robert Ward

Name: Kurt Graves

Robert Ward

Its: Chairman of the Board

Date: July 16, 2017

Date: July 16, 2017



Radius Health Appoints Jesper Høiland as President and Chief Executive Officer To Lead The Next Stage Of Growth and Value Creation As A Fully Integrated Commercial Biotech Company

Mr. Høiland brings unique experience in launching new products, creating growth strategies and leading high-performing organizations

WALTHAM, Mass., July 17, 2017 (GLOBE NEWSWIRE) – Radius Health, Inc. (“Radius” or the “Company”) (Nasdaq:RDUS), a fully integrated science-driven biopharmaceutical company that is committed to developing and commercializing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases, today announced that Jesper Høiland has been appointed President and Chief Executive Officer of the Company .

Kurt Graves, Chairman of the Board, said, “We are pleased to welcome Jesper to Radius Health at this important time, and believe that he is uniquely qualified to lead Radius through the successful launch of TYMLOS™, and the advancement of our exciting clinical stage assets including elacestrant. Throughout his US and Global leadership roles at Novo Nordisk, he has demonstrated success in launching major brands, executing on business development and driving sustainable growth. His leadership and experience will be invaluable in guiding Radius through our next dynamic period of growth.”

“The Board and I want to thank Bob Ward for the contributions he made to Radius which positioned the Company for the next stage of growth and shareholder value creation. During Bob’s tenure the Company successfully completed its IPO, advanced multiple pipeline assets, and obtained FDA approval for TYMLOS™ which was recently launched in the US.”

“I am delighted to be joining Radius in the exciting, early stages of the commercialization of TYMLOS™,” said Jesper Høiland, “and I look forward to guiding the continued development of its strong pipeline. I am eager to work with our Board, senior management and the entire organization to execute on our promising future and deliver on the Company’s long-standing goal of positively impacting the lives of patients and delivering significant value for all our stakeholders.”

Mr. Høiland has 30 years of experience in the biopharmaceutical industry across numerous senior leadership roles, geographies and therapeutic areas. He brings extensive knowledge about the areas of endocrinology, biopharmaceuticals and women’s health as well as unique insights about US market access. Prior to joining Radius, Mr. Høiland served as President of Novo Nordisk Inc. USA overseeing approximately 5,300 employees. Under his leadership, Novo Nordisk solidified its market leadership and growth in diabetes and also drove significant growth in its hemophilia and growth hormone franchises. Since joining Novo Nordisk in 1987, Mr. Høiland held multiple global roles of increasing responsibility, including leading its International Operations which spanned 150 countries.

About Radius

Radius is a science-driven fully integrated biopharmaceutical company that is committed to developing and commercializing innovative therapeutics in the areas of osteoporosis, oncology and endocrine diseases. Radius' lead product, *TYMLOS* (abaloparatide) injection, was approved by the U.S. Food and Drug Administration for the treatment of postmenopausal women with osteoporosis at high risk for fracture. Radius' Marketing Authorisation Application (MAA) for abaloparatide-SC for the treatment of postmenopausal women with osteoporosis is under regulatory review in Europe. The Radius clinical pipeline includes an investigational abaloparatide transdermal patch for potential use in osteoporosis and the investigational drug elacestrant (RAD1901) for potential use in estrogen receptor positive breast cancer and vasomotor symptoms in postmenopausal women. Radius' RAD140, a non-steroidal, selective androgen receptor modulator (SARM), is under investigation for potential use in hormone receptor positive breast cancer. For more information, please visit www.radiuspharm.com.

About *TYMLOS* (abaloparatide)

TYMLOS (abaloparatide) was approved by the U.S. Food and Drug Administration for the treatment of postmenopausal women with osteoporosis at high risk for fracture defined as history of osteoporotic fracture, multiple risk factors for fracture, or patients who have failed or are intolerant to other available osteoporosis therapy. Radius' Marketing Authorisation Application (MAA) for abaloparatide-SC for the treatment of women with postmenopausal osteoporosis was validated and is currently undergoing regulatory review by the European Medicines Agency (EMA).

Radius also is developing abaloparatide-transdermal (abaloparatide-TD) based on 3M's patented Microstructured Transdermal System technology for potential use as a treatment for postmenopausal women with osteoporosis.

About Elacestrant (RAD1901)

Elacestrant is a selective estrogen receptor down-regulator/degrader (SERD), which at high doses is being evaluated for potential use as an oral non-steroidal treatment for estrogen receptor positive breast cancer, the most common form of the disease. Studies completed to date indicate that the compound has the potential for use as a single agent or in combination with other therapies for the treatment of breast cancer.

Additional information on the clinical trial program of elacestrant (RAD1901) is available on www.clinicaltrials.gov.

About RAD140

RAD140 is a non-steroidal selective androgen receptor modulator (SARM). The androgen receptor (AR) is frequently expressed in many estrogen receptor (ER)-positive, ER-negative, and triple-negative breast cancers. Because of its receptor and tissue selectivity, potent activity, oral bioavailability, and long half-life, RAD140 could have clinical potential in the treatment of breast cancer. RAD140 resulted from an internal drug discovery program focused on the androgen receptor pathway, and exhibits a differentiated mechanism of action compared to ER-targeted therapy.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including without limitation statements regarding expectations of Radius' growth and value, our ability to commercialize TYMLOS™ and to advance our clinical pipeline, the progress of abaloparatide-SC in the regulatory process with the EMA, our plans for commercialization of TYMLOS in the U.S., our plans to build and launch the global TYMLOS™ franchise, the progress in the development of our product candidates, including abaloparatide-TD, elacestrant (RAD1901) and RAD140, and the potential clinical uses and therapeutic and other benefits of our product candidates, including abaloparatide-TD, elacestrant and RAD140.

These forward-looking statements are based on management's current expectations. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, our dependence on the success of TYMLOS™ and our inability to ensure that TYMLOS™ will obtain regulatory approval outside the U.S. or be successfully commercialized in any market in which it is approved, including as a result of risks related to coverage, pricing and reimbursement. These and other important risks and uncertainties discussed in our filings with the Securities and Exchange Commission, or SEC, including under the caption "Risk Factors" in our most recent Annual Report on Form 10-K and subsequent filings with the SEC, could cause actual results to differ materially from those indicated by the forward-looking statements made in this press release. Any such forward-looking statements represent management's estimates as of the date of this press release. While we may elect to update such forward-looking statements at some point in the future, we disclaim any obligation to do so, even if subsequent events cause our views to change. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this press release.

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