UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): April 24, 2018

DARÉ BIOSCIENCE, INC.
(Exact name of registrant as specified in charter)

Delaware	**001-36395**	**20-4139823**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

11119 North Torrey Pines Road, Suite 200 **La Jolla, California** **(Address of principal executive offices)**	**92037** **(Zip Code)**

(858) 926-7655
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in 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 1.01 Entry Into a Material Definitive Agreement.

On April 24, 2018, Daré Bioscience, Inc. ("Daré") entered into an Exclusive License Agreement (the "Juniper License Agreement") with Juniper Pharmaceuticals, Inc. ("Juniper") pursuant to which Juniper granted Daré (a) an exclusive, royalty-bearing worldwide license under certain patent rights, either owned by or exclusively licensed to Juniper, to make, have made, use, have used, sell, have sold, import and have imported products and processes; and (b) a non-exclusive, royalty-bearing worldwide license to use certain technological information owned by Juniper to make, have made, use, have used, sell, have sold, import and have imported products and processes. Daré is entitled to sublicense the rights granted to it under the Juniper License Agreement.

The following is a summary of the material terms of the Juniper License Agreement:

- Upfront Fee. Daré paid a $250,000 non-creditable upfront license fee to Juniper in connection with the execution of the Juniper License Agreement.
- Annual Maintenance Fee. Daré will pay an annual license maintenance fee to Juniper on each anniversary of the date of the Juniper License Agreement, the amount of which will be $50,000 for the first two years and $100,000 thereafter, and which will be creditable against royalties and other payments due to Juniper in the same calendar year but may not be carried forward to any other year.
- Milestone Payments. Daré is required to make potential future development and sales milestone payments of up to $43.75 million (up to $13.50 million in development milestones and up to $30.25 in sales milestones) for each product or process covered by the licenses granted under the Juniper License Agreement.
- Royalty Payments. During the royalty term, Daré will pay Juniper mid-single-digit to low double-digit royalties based on worldwide net sales of products and processes covered by the licenses granted under the Juniper License Agreement. In lieu of such royalty payments, Daré will pay Juniper a low double-digit percentage of all sublicense income received by Daré for the sublicense of rights under the Juniper License Agreement to a third party. The royalty term, which is determined on a country-by-country basis and product-by-product basis (or process-by-process basis), begins with the first commercial sale of a product or process in a country and terminates on the latest of (1) the expiration date of the last valid claim within the licensed patent rights with respect to such product or process in such country, (2) 10 years following the first commercial sale of such product or process in such country, and (3) when one or more generic products for such product or process are commercially available in such country, except that if there is no such generic product by the 10th year following the first commercial sale in such country, then the royalty term will terminate on the 10 year anniversary of the first commercial sale in such country.
- Efforts. Daré is required to use commercially reasonable efforts to develop and make at least one product or process available to the public, which efforts include achieving specific diligence requirements by specific dates specified in the Juniper License Agreement.
- Term. Unless earlier terminated, the term of the Juniper License Agreement will continue on a country-by-country basis until the later of (1) the expiration date of the last valid claim within such country, or (2) 10 years from the date of first commercial sale of a product or process in such country. Upon expiration (but not earlier termination) of the Juniper License Agreement, the licenses granted thereunder will convert automatically to fully-paid irrevocable licenses. Juniper may terminate the Juniper License Agreement (1) upon 30 days' notice for Daré's uncured breach of any payment obligation under the Juniper License Agreement, (2) if Daré fails to maintain required insurance, (3) immediately upon the insolvency or making of an assignment for the benefit of creditors of Daré or if a bankruptcy petition is filed for or against Dare, which petition is not dismissed within 90 days, or (4) upon 60 days' notice for any uncured material breach by

Daré of any of its other obligations under the Juniper License Agreement. Daré may terminate the Juniper License Agreement on a country-by-country basis for any reason by giving 180 days' notice (or 90 days' notice if such termination occurs prior to receipt of marketing approval in the United States). If Juniper terminates the Juniper License Agreement for the reason described in clause (4) above or if Daré terminates the Juniper License Agreement, Juniper will have full access including the right to use and reference all product data generated during the term of the Juniper License Agreement that is owned by Daré.

The foregoing summary of the material terms of the Juniper License Agreement does not purport to be complete and is qualified in its entirety by reference to the Juniper License Agreement, a copy of which is expected to be filed with Daré's quarterly report on Form 10-Q for the quarter ended June 30, 2017. Daré will seek confidential treatment of certain terms of the Juniper License Agreement at the time it is filed.

Item 7.01 Regulation FD Disclosure

On April 25, 2018, Daré issued a press release announcing the entry into the Juniper License Agreement, a copy of which is attached as Exhibit 99.1 to this report.

The information contained in this Item 7.01 and Exhibit 99.1 to this report shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liability of that section, and shall not be incorporated by reference into any filings made by Daré under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
99.1	Press release issued on April 25, 2018

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.

DARÉ BIOSCIENCE, INC.

Date: April 30, 2018

By: /s/ Sabrina Martucci Johnson
Name: Sabrina Martucci Johnson
Title: President and Chief Executive Officer

Exhibit 99.1

Daré Bioscience, Inc. Enters into Exclusive Worldwide License Agreement for Juniper Pharmaceuticals' Intravaginal Ring (IVR) Technology Platform

The intravaginal ring technology platform is designed to deliver targeted and sustained pharmaceutical formulations addressing unmet needs in women's health

SAN DIEGO, April 25, 2018 (GLOBE NEWSWIRE) — Daré Bioscience, Inc. (NASDAQ:DARE), a clinical-stage, women's biopharmaceutical company focused on women's sexual and reproductive health, announced today it has secured an exclusive license to Juniper Pharmaceuticals' intravaginal ring technology, including Juniper's three preclinical candidates. Juniper's novel intravaginal ring technology was developed by Dr. Robert Langer from the Massachusetts Institute of Technology and Dr. William Crowley from Massachusetts General Hospital and Harvard Medical School.

"We see great potential in this promising technology with already established, compelling preclinical results and intellectual property that we believe will support further drug development," said Sabrina Martucci Johnson, Daré's President and Chief Executive Officer. "We believe that the capabilities of the intravaginal ring platform will greatly expand our ability to identify and meet unmet needs in women's sexual and reproductive health."

In addition to its newly acquired platform, Daré has two products currently in clinical development, including its lead candidate Ovaprene™, the non-hormonal contraceptive intravaginal ring.

The Juniper intravaginal ring technology allows for sustained drug delivery over time periods ranging from weeks to months. Unlike other vaginal rings, the Juniper intravaginal rings release drugs in a solid ethylene vinyl acetate polymer matrix without the need for a membrane or reservoir to contain the active drug or control the release.

Current 505(b)(2) candidates under development by Juniper include JNP-0101, an oxybutynin ring for the treatment of overactive bladder; JNP-0201, a combination estradiol + progesterone ring for hormone replacement therapy; and JNP-0301, a natural progesterone ring for the prevention of preterm birth. Daré's exclusive license covers all three rings in development as well as additional applications of the intravaginal ring technology platform in other therapeutic areas.

About Juniper Pharmaceuticals

Juniper Pharmaceuticals, Inc.'s core businesses include its CRINONE® (progesterone gel) franchise and Juniper Pharma Services, which provides high-end fee-for-service pharmaceutical development and clinical trials manufacturing to clients. Please visit www.juniperpharma.com for more information.

Juniper Pharmaceuticals™ is a trademark of Juniper Pharmaceuticals, Inc. in the U.S. and EU.

CRINONE® is a registered trademark of Merck KGaA, Darmstadt, Germany outside the U.S. and of Allergan plc inside the U.S.

About Daré Bioscience

Daré Bioscience is a clinical-stage biopharmaceutical company committed to the advancement of innovative products for women's reproductive health that address clear therapeutic gaps. The Company is driven by a mission to identify, develop and bring to market a diverse portfolio of novel and differentiated therapies that expand treatment options, improve outcomes and facilitate convenience for women, primarily in the areas of

contraception, vaginal health, sexual health and fertility. Daré currently has two product candidates in clinical development. The first is Ovaprene, a non-hormonal monthly contraceptive ring intended to provide protection over multiple weeks between menses. The second is SST-6007 (5% Topical Sildenafil Citrate Cream), a potential treatment for Female Sexual Arousal Disorder. SST-6007 incorporates sildenafil, the same active ingredient in Viagra®, in a proprietary cream formulation that is specifically designed to locally increase blood flow to the vulvar-vaginal tissue in women, leading to a potential improvement in genital arousal response and overall sexual experience. Daré also has an option to enter into a license agreement for ORB-204 and ORB-214, preclinical stage injectable etonogestrel contraceptives with target 6- and 12-month durations.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of The Private Securities Litigation Reform Act of 1995 regarding matters that are not historical facts, including statements relating to Daré's ability to leverage Juniper's intravaginal ring technology to develop new drugs and identify and meet unmet needs in women's sexual and reproductive health. Because such statements are subject to risks and uncertainties, actual results may differ materially from those expressed or implied by such forward-looking statements as a result of various important factors, including the uncertainties inherent in the initiation and completion of clinical trials; availability and timing of data from ongoing and future clinical trials and the results of such trials; whether preliminary results from a clinical trial will be predictive of the final results of that trial or whether results of early clinical trials will be indicative of the results of later clinical trials, expectations for regulatory approvals, and other factors discussed in the "Risk Factors" section of Daré's Report on Form 10-K filed with the Securities and Exchange Commission on March 28, 2018. Additional information concerning factors that could cause actual results to materially differ from those in the forward-looking statements is contained in Daré's reports to the Securities and Exchange Commission, including Daré's reports on Forms 10-Q, 8-K and 10-K. In addition, any forward-looking statements included in this press release represent our views only as of the date of this release and should not be relied upon as representing our views as of any subsequent date. Daré specifically disclaims any obligation to update any forward-looking statements included in this press release.

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