UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934

For the month of October, 2018

Commission File No. 001-35932

ARCTURUS THERAPEUTICS LTD.
(Translation of registrant's name into English)

10628 Science Center Drive, Suite 250
San Diego, California 92121
(Address of principal executive office)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F ☒ Form 40-F ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1): ☐

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7): ☐

This Current Report on Form 6-K is being furnished to the Securities and Exchange Commission by Arcturus Therapeutics Ltd. (the "Company") for the purpose of providing the press release issued by the Company on October 1, 2018 regarding the Company's financial results for the six months ended June 30, 2018, a copy of which is filed as Exhibit 99.1 hereto and incorporated herein by reference.

In addition, on September 28, 2018, Arcturus Therapeutics, Inc., a wholly-owned subsidiary of the Company, entered into an Amended and Restated Amendment to Development and Option Agreement with CureVac AG ("CureVac") to eliminate a security interest in certain of the Company's intellectual property. The Amended and Restated Amendment is filed as Exhibit 99.2 hereto and incorporated herein by reference.

Exhibits

99.1	Press release issued by Arcturus Therapeutics Ltd. on October 1, 2018, announcing its financial results for the six months ended June 30, 2018.
99.2	Amended and Restated Amendment to Development and Option Agreement, dated as of September 28, 2018, by and between CureVac AG and Arcturus Therapeutics Inc.

SIGNATURE

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, thereunto duly authorized.

ARCTURUS THERAPEUTICS LTD.

By: /s/ Joseph E. Payne
Name: Joseph E. Payne
Title: Chief Executive Officer

Date: October 1, 2018

Exhibit 99.1

Arcturus Therapeutics Reports Second Quarter 2018 Financial Results and Provides Corporate Update

San Diego, Calif, October 1, 2018 (GLOBE NEWSWIRE) – Arcturus Therapeutics Ltd. (NASDAQ: ARCT), a leading RNA medicines company focused on the development and commercialization of therapeutics towards rare, infectious, fibrotic, and respiratory diseases with significant unmet medical need, today reported its financial results for the quarter and six months ended June 30, 2018, and provided a corporate update.

"Arcturus continues to make excellent progress," said Joseph Payne, President & CEO of Arcturus Therapeutics. "We are encouraged to see LUNAR-OTC and LUNAR-CF advancing in accordance with timelines and generating exciting preclinical data under the tutelage of a talented and growing management team. Our strong balance sheet continues to support our ability to pursue our key value creating milestones. "

Recent Highlights

- Achieved key milestones as part of the agreement with the CF Foundation, triggering an undisclosed payment to Arcturus advancing LUNAR-CF to treat cystic fibrosis.
- Demonstrated proof of concept for LUNAR® lipid-mediated delivery of mRNA in OTC spf-ash mice, a model of Ornithine Transcarbamylase (OTC) deficiency, the most common urea cycle disorder in humans. Filing an IND is currently expected in the second half of 2019 for LUNAR-OTC.
- Presented preclinical data at the Cystic Fibrosis Foundation Research Conference in June:
    - *Identified novel human mRNAs that yielded higher functionally-active CFTR protein levels compared to the natural sequence.*
    - *Achieved proof-of-concept for efficient nebulized delivery of mRNA to murine bronchial epithelial cells.*
- Appointed four new independent directors to the Board, effective May 29, 2018: Dr. Peter Farrell, Mr. Andrew Sassine, Mr. James Barlow and Dr. Magda Marquet.
- Appointed Andrew Sassine as Interim Chief Financial Officer (CFO), effective August 24, 2018. The Company has initiated a search for a permanent CFO.
- Appointed Kevin T. Skol as Senior VP of Business Development & Alliance Management, and Suezanne Parker Ph.D., as VP of Translational Biology.
- Appointed Ernst & Young LLP as Company's Independent Auditor.

Financial Results for the Quarter and Six Months Ended June 30, 2018

For the second quarter ended June 30, 2018, Arcturus reported a net loss of approximately $10.0 million, or ($0.99) per share, basic and diluted, compared with a net loss for the second quarter of 2017 of $1.1 million, or ($0.54) per share, basic and diluted. For the six months ended June 30, 2018, net loss was approximately $16.5 million, or ($1.65) per share, basic and diluted, compared with a net loss for the six months ended 2017 of $2.4 million, or ($1.20) per share, basic and diluted. The loss for the second quarter of 2018 and the six months ended June 30, 2018 includes litigation and related costs arising from the previously disclosed dispute that was settled in May of 2018 and its related one-time charges of $4.9 million and $7.3 million, respectively.

- **Cash, cash equivalents, and investments** totaled $39.8 million as of June 30, 2018.
- **Revenues in conjunction with strategic alliances and collaborations** The Company enters into arrangements with pharmaceutical and biotechnology partners that may contain upfront payments, license fees for research and

development arrangements, research and development funding, milestone payments, option exercise fees and royalties on future sales. For the second quarter of 2018, Arcturus reported revenue of $2.4 million, compared with $3.8 million during second quarter of 2017. For the six months ended June 30, 2018, Arcturus reported revenue of $4.8 million, compared with revenue of $7.7 million during the six months ended June 30, 2017.

- **Operating Expenses** Total operating expenses for the second quarter of the 2018 were $12.5 million compared with $4.8 million for the same period of 2017, including share-based compensation of $0.1 million and de minimus amount, respectively. Total operating expenses for the six months ended June 30, 2018 were $21.5 million compared with $10.1 million for the same period in 2017, including share-based compensation of $0.2 million and less than $0.1 million, respectively. The increase in operating expenses is primarily due to litigation and its related one-time costs of $4.9 million and $7.3 million, during the three and six months ended June 30, 2018, respectively. The litigation and related one-time costs of $4.9 million for the three months ended June 30, 2018 included legal fees of $2.9 million, a $1.2 million director "tail" insurance policy and professional fees and other personnel costs of $0.8. The litigation and related one-time costs of $7.3 million for the six months ended June 30, 2018 included legal fees of $4.4 million, a $1.2 million director "tail" insurance policy and professional and other personnel costs of $1.7 million. The Company is in the process of seeking reimbursement of a portion of the litigation and related one-time costs through its Directors and Officers (D&O) insurance policy and anticipates receiving partial reimbursement of these costs during the fourth quarter of 2018. Additionally, the Company had higher expenditures in 2018 to support public company costs.

About Arcturus Therapeutics Ltd.

Founded in 2013 and based in San Diego, California, Arcturus Therapeutics Ltd. (NASDAQ: ARCT) is an RNA medicines company with enabling technologies – UNA Oligomer chemistry and LUNAR® lipid-mediated delivery. Arcturus' diverse pipeline of RNA therapeutics includes programs pursuing rare diseases, Hepatitis B, non-alcoholic steatohepatitis (NASH), cystic fibrosis, and vaccines. Arcturus' versatile RNA therapeutics platforms can be applied toward multiple types of RNA medicines including small interfering RNA, messenger RNA, replicon RNA, antisense RNA, microRNA and gene editing therapeutics. Arcturus owns LUNAR lipid-mediated delivery and Unlocked Nucleomonomer Agent (UNA) technology including UNA Oligomers, which are covered by its extensive patent portfolio (140 patents and patent applications, issued in the U.S., Europe, Japan, China and other countries). Arcturus' proprietary UNA technology can be used to target individual genes in the human genome, as well as viral genes, and other species for therapeutic purposes. Arcturus' commitment to the development of novel RNA therapeutics has led to partnerships with Janssen Pharmaceuticals, Inc., part of the Janssen Pharmaceutical Companies of Johnson & Johnson, Ultragenyx Pharmaceutical, Inc., Takeda Pharmaceutical Company Limited, Synthetic Genomics Inc., CureVac AG and the Cystic Fibrosis Foundation. For more information, visit www.Arcturusrx.com, the content of which is not incorporated herein by reference.

Forward-Looking Statements

This press release contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. Any statements, other than statements of historical fact, included in this press release regarding strategy, future operations, collaborations, future financial position, prospects, plans and objectives of management are forward-looking statements. Examples of such statements include, but are not limited to, statements relating to the agreement with the Cystic Fibrosis Foundation, the potential filing of an IND for LUNAR-OTC, the appointment of new employees, and reimbursement of litigation costs under the Company's D&O insurance policy. Arcturus may not actually achieve the plans, carry out the intentions or meet the expectations or projections disclosed in any forward-looking statements and you should not place undue reliance on such forward-looking statements. Actual results and performance could differ materially from those projected in any forward-looking statements as a result of many factors, including without limitation, an inability to develop and market product candidates. Such statements are based on management's current expectations and involve risks and uncertainties, including those discussed under the heading "Risk Factors" in Arcturus' Annual Report on Form 20-F for the fiscal year ended December 31, 2017, filed with the SEC on May 14, 2018 and in subsequent filings with, or submissions to, the SEC. Except as otherwise

required by law, Arcturus disclaims any intention or obligation to update or revise any forward-looking statements, which speak only as of the date they were made, whether as a result of new information, future events or circumstances or otherwise.

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ARCTURUS THERAPEUTICS Ltd. AND ITS SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

(Unaudited)

(U.S. dollars in thousands)

	June 30, 2018	December 31, 2017
Assets		
Current assets:		
Cash, cash equivalents, and investments	$ 39,777	$ 48,573
Accounts receivable	1,371	480
Prepaid expenses and other current assets	534	1,815
Total current assets	41,682	50,868
Other assets	2,640	1,156
Total assets	$ 44,322	$ 52,024
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	$ 2,781	$ 1,790
Other current liabilities	15,472	9,250
Total current liabilities	18,253	11,040
Long term liabilities	8,274	7,190
Total liabilities	26,527	18,230
Shareholders' equity		
Total shareholders' equity	17,795	33,794
Total liabilities and shareholders' equity	$ 44,322	$ 52,024

ARCTURUS THERAPEUTICS Ltd. AND ITS SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Unaudited)

(U.S. dollars in thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	**2017**	**2018**	**2017**
Revenue in conjunction with strategic alliances and collaborations	$ 2,386	$ 3,761	$ 4,753	$ 7,682
Operating expenses:				
Research and development, net	4,225	3,769	8,166	8,002
General and administrative	8,233	1,058	13,331	2,092
Total operating expenses	12,458	4,827	21,497	10,094
Loss from operations	(10,072)	(1,066)	(16,744)	(2,412)
Finance (expense) income, net	122	(33)	223	(33)
Net loss	$ (9,950)	$ (1,099)	$ (16,521)	$ (2,445)
Net loss per share, basic and diluted	$ (0.99)	$ (0.54)	$ (1.65)	$ (1.20)
Weighted average shares outstanding-basic and diluted	10,057,048	2,031,599	10,042,522	2,031,599

ARCTURUS THERAPEUTICS Ltd. AND ITS SUBSIDIARIES

SELECTED FINANCIAL DATA

(in thousands, except per share and share data)	For the quarter ended June 30, 2018	March 31, 2018	December 31, 2017	September 30, 2017	June 30, 2017	March 31, 2017
			(Unaudited)			
Revenue in conjunction with strategic alliances and collaborations	$ 2,386	$ 2,367	$ 2,020	$ 3,296	$ 3,761	$ 3,921
Research & development expenses, net	4,225	3,941	3,030	4,886	3,769	4,233
General and administrative expenses	8,233	5,098	3,957	1,523	1,058	1,034
Net loss from operations	(10,072)	(6,672)	(4,967)	(3,113)	(1,066)	(1,346)
Net loss	(9,950)	(6,571)	(5,280)	(3,177)	(1,099)	(1,346)
Net loss per share, basic and diluted	$ (0.99)	$ (0.66)	$ (0.86)	$ (1.51)	$ (0.54)	$ (0.66)
Weighted average shares outstanding, basic and diluted	10,057,048	10,027,834	6,151,580	2,099,318	2,031,599	2,031,599

	As of June 30, 2018	March 31, 2018	December 31, 2017	September 30, 2017	June 30, 2017	March 31, 2017
			(Unaudited)			
Working capital	$ 23,429	$ 37,383	$ 39,828	$ 5,144	$ 6,432	$ 1,706
Total assets	$ 44,322	$ 52,483	$ 52,024	$ 12,221	$ 13,354	$ 9,678
Shareholders' equity (deficit)	$ 17,795	$ 27,543	$ 33,794	$ (1,999)	$ (826)	$ 253

EXHIBIT 99.2

*****Text Omitted and Filed Separately**
with the Securities and Exchange Commission.
Confidential Treatment Requested
Under 17 C.F.R. Sections 200.80(b)(4) and Rule 24b-2

RESTATED AMENDMENT

TO DEVELOPMENT AND OPTION AGREEMENT

THIS RESTATED AMENDMENT TO DEVELOPMENT AND OPTION AGREEMENT (this "Amendment"), dated as of September 28, 2018 (the "Amendment Restatement Date"), is made by and between CureVac AG, a German stock corporation with offices at Paul-Ehrlich-Strasse 15, 72076 Tubingen, Germany ("CureVac"), and Arcturus Therapeutics Inc., a Delaware corporation with offices at 10628 Science Center Drive #200, San Diego, CA 92121, USA ("Arcturus"). Each of CureVac and Arcturus may be referred to herein as a "Party" or together as the "Parties".

WHEREAS, the Parties are parties to that certain Development and Option Agreement, dated as of January 1, 2018 (the "Development and Option Agreement");

WHEREAS, an amendment to the Development and Option Agreement was executed by the Parties on May 8, 2018 ("Original Amendment"); and

WHEREAS, CureVac and Arcturus desire to amend and restate the Original Amendment in its entirety, effective as of the Amendment Restatement Date.

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

SECTION 1. Amendment and Restatement of Original Amendment.

The Original Amendment is hereby amended and restated in its entirety as of the Amendment Restatement Date, and all provisions of, and rights granted and covenants made in the Original Amendment, if and to the extent not restated herein, are hereby waived, released and superseded in their entirety and shall have no further force or effect.

SECTION 2. Irrevocable Offer.

(a) The heading of Article 5 of the Development and Option Agreement is hereby amended and restated in its entirety as follows: "Irrevocable Offer to Licenses" and the Table of Contents is updated accordingly. The heading of Section 5.1 of the Development and Option Agreement is amended and restated in its entirety as follows: "Irrevocable Offer."

(b) Section 5.1(a) of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"(a) Arcturus hereby makes a final, binding irrevocable offer (the "Irrevocable Offer") to CureVac to enter into, on the terms of, and subject to the conditions set forth in, the Exclusive License Agreement or, if the Reserved Target is only available on a non-exclusive basis, the Non-

Exclusive License Agreement, on a Reserved Target-by-Target basis, a maximum of ten (10) licenses under the Arcturus LMD Technology with respect to the development, manufacture and commercialization of Licensed Products containing mRNA Constructs intended to express such Reserved Target in the form of the License Agreement. Upon the execution of this Amendment, the Irrevocable Offer shall remain valid and legally binding on Arcturus and in effect, and the Irrevocable Offer from Arcturus shall be irrevocable and open for acceptance from CureVac for the period commencing on the Effective Date and ending on the expiration of the Term (the "Offer Period")."

(c) Section 5.1(b) of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"(b) If, prior to the expiration of the Offer Period, CureVac delivers written notice to Arcturus of its intention to enter into a license for a Reserved Target, which such notice shall set forth the particular Reserved Target which is intended to be expressed by the Licensed Products (each such notice, an "Acceptance Notice"), then upon delivery thereof, for the Reserved Target set forth in such Acceptance Notice, the licenses and all other rights under the applicable License Agreement shall immediately be in effect without the requirement of either Party to execute any further documentation and there shall exist a legal, valid and binding obligation of Arcturus, enforceable against Arcturus in accordance with the terms of the Exclusive License Agreement or, if the Reserved Target set forth in such Acceptance Notice is only available on a non-exclusive basis, the Non-Exclusive License Agreement. A separate Acceptance Notice and Acceptance Fee will be required for each License Agreement with respect to which CureVac accepts the Irrevocable Offer pursuant to this Section 5.1, and CureVac will pay to Arcturus the Acceptance Fee for each such License Agreement as set forth in Section 5.3. In the event that CureVac terminations a license(s) during the Term, the Target(s) subject to the license(s) will be removed from the Reserved Target List and the number of License Agreements for which the Irrevocable Offer exists shall be reduced by one (1) (i.e. the delivery of an Acceptance Notice reduces the total number of License Agreements for which CureVac may accept the Irrevocable Offer by one regardless of whether CureVac elects to continue such License Agreement in effect)."

(d) Section 5.1(c) of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"(c) In the event that CureVac terminates a License Agreement during the Term, the Targets subject to such license(s) will no longer be available as a Target pursuant to this Agreement."

(e) Section 5.2 of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"5.2 CureVac's Acceptance of Irrevocable Offer. As soon as practicable following CureVac's delivery of each Acceptance Notice to Arcturus, CureVac and Arcturus will prepare the appendices to the corresponding License Agreement. The License Agreement shall nevertheless enter into force (including payment obligations of CureVac in accordance with the terms of the License Agreement) upon delivery of the Acceptance Notice by CureVac."

(f) Section 5.3 of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"5.3 Acceptance Fee. If CureVac delivers an Acceptance Notice for a Rare Disease Target pursuant to Section 5.1, CureVac shall pay an Acceptance Fee of […***…] and if CureVac delivers an Acceptance Notice for a Non-Rare Disease Target pursuant to Section 5.1, CureVac shall pay an Acceptance Fee of […***…], hereinafter both the "Acceptance Fee". On the […***…] day that it delivers an Acceptance Notice, CureVac shall pay the applicable Acceptance Fee by wire transfer in immediately available funds to the bank account of Arcturus set forth on Schedule 3 (or such other bank account notified in writing to CureVac prior to such date)."

(g) Section 5.4 of the Development and Option Agreement is hereby amended and restated in its entirety as follows:

"5.4 Co-Development Agreement. For clarification, the selection of any program under the Co-Development Agreement shall not constitute the delivery of an Acceptance Notice in accordance with this Section 5, and, accordingly, no Acceptance Fee will be payable and any paid Acceptance Fee shall be credited against any other payments by CureVac applied first to any outstanding payment obligations to Arcturus, and to the extent any remaining amounts remain creditable, then to the next due future payment obligations."

(g) Definitions. Each of the following Sections of the Development and Option Agreement are hereby amended and restated in their entirety as "Intentionally Omitted." : Section 1.35, Section 1.62, Section 1.64, Section 1.65, Section 1.66 and Section 1.67 The following Sections are inserted immediately following Section 1.94 of the Development and Option Agreement:

"**1.95** "Irrevocable Offer" has the meaning set forth in Section 5.1(a).

1.96 "Acceptance Notice" has the meaning set forth in Section 5.1(b).

1.97 "Acceptance Fee" has the meaning set forth in Section 5.3."

(h) Additional Modifications.

(i) In Section 3.1(f) of the Development and Option Agreement, the occurrence of "exercise of an Option and entry into a License Agreement" in the first sentence is hereby replaced with "delivery of an Acceptance Notice and the entering into force of a License Agreement".

(ii) In Section 3.3(c) of the Development and Option Agreement, the occurrence of "whether to exercise an Option" in the third sentence is hereby replaced with "whether to delivery an Acceptance Notice".

(iii) In Section 4.2(c)(iii) of the Development and Option Agreement, the occurrence of "option" in the second sentence is hereby replaced with "right".

(iv) In Section 4.2(d)(ii) of the Development and Option Agreement, the occurrence of "shall be reduced by each exercise of an Option" in the first sentence is hereby replaced with "shall be reduced by each delivery of an Acceptance Notice" and the occurrence of "applying from and after the date of exercise of an Option." in the first sentence is hereby replaced with "applying from and after the date of an Acceptance Notice.".

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(v) In Section 6.4(c)(ii) of the Development and Option Agreement, the occurrence of "an Option Notice" in the first sentence is hereby replaced with "an Acceptance Notice".

(vi) In Section 6.4(c)(iii) of the Development and Option Agreement, the occurrence of "to the Options" in the first sentence is hereby replaced with "pursuant to the Irrevocable Offer".

(vii) In Section 9.2(a)(iv) of the Development and Option Agreement, the occurrence of "the Option Exercise Fee" is hereby replaced with "the Acceptance Fee".

(viii) In Section 9.2(a) of the Development and Option Agreement, in the sentence immediately following subsection (iv), the occurrence of "or the Options" is hereby replaced with "or the Irrevocable Offers".

SECTION 3. License Agreements.

(a) "Non-Exclusive License Agreement" means the terms of the Non-Exclusive License Agreement agreed by the Parties, incorporated by reference into the Development and Option Agreement and set forth on Schedule 1-A to this Amendment.

(b) "Exclusive License Agreement" means the terms of the License Agreement agreed by the Parties, incorporated by reference into the Development and Option Agreement and set forth on Schedule 1-B to this Amendment.

SECTION 4. Termination of Security Interest. CureVac acknowledges and agrees that the security interests in, and Liens (as defined in the Original Amendment) on, the Collateral (as defined in the Original Amendment) in favor of CureVac are released and terminated. CureVac shall promptly prepare and file a UCC termination statement in order to evidence the termination of the Liens and security interests granted pursuant to the Original Amendment.

SECTION 5. Additional Expenses. In consideration for the rights granted pursuant to Section 2 of this Amendment, CureVac agrees to perform the Work under the Work Plan as part of which CureVac will fund […***…] scientists per year at Arcturus for a period of […***…] months at the FTE Costs.

SECTION 6. Targets. In consideration for the termination of the security interests granted to CureVac in the Original Amendment, Arcturus agrees that CureVac will have

(a) the right to select up to […***…] Targets at any one time to be placed on the Reserved Target List as exclusive Reserved Targets according to Section 4.2(d)(ii) the Development and Option Agreement and

(b) a total of […***…] options, on a Reserved Target-by-Reserved Target basis, to enter into a maximum of […***…] licenses under the Arcturus LMD Technology with respect to the development, manufacture and commercialization of Licensed Products containing mRNA Constructs in accordance with Section 5.1 of the Development and Option Agreement.

*** Confidential Treatment Requested.

SECTION 7. Representations and Warranties. Each Party represents and warrants to the other as of the Amendment Restatement Date that (a) it is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction in which it is incorporated, (b) it has the legal right and power to enter into this Amendment, to extend the rights and licenses granted or to be granted to the other in the Development and Option Agreement, and to fully perform its obligations hereunder, (c) it has taken all necessary corporate action on its part required to authorize the execution and delivery of this Amendment and the performance of its obligations under the Development and Option Agreement (d) this Amendment has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, and binding obligation of such Party that is enforceable against it in accordance with its terms, and (e) the execution, delivery and performance by a Party of this Amendment and the consummation of the transactions contemplated hereby will not result in any violation of, conflict with, result in a breach of or constitute a default under any understanding, contract or agreement to which such Party is a party or by which it is bound.

SECTION 8. Ratification of Agreement. Except as expressly provided in this Amendment, all of the terms, covenants, and other provisions of the Development and Option Agreement are hereby ratified and confirmed and shall continue to be in full force and effect in accordance with their respective terms. From and after the date hereof, all references to the Development and Option Agreement shall refer to the Development and Option Agreement as amended by this Amendment. Capitalized terms used but not defined in this Amendment shall have the meanings assigned to them in the Development and Option Agreement.

SECTION 9. Governing Law. This Amendment shall be governed by and construed in accordance with the Laws of the State of New York, USA, without respect to its conflict of Laws rules. In the event of a dispute arising out of or relating to this Amendment, the provisions of Section 10.1 of the Development and Option Agreement shall govern the resolution of such dispute.

SECTION 10. Counterparts. This Amendment may be executed and in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. Facsimile or PDF execution and delivery of this Amendment by either Party will constitute a legal, valid and binding execution and delivery of this Amendment by such Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date hereof.

CUREVAC AG

By: /s/ Daniel L. Menichella
Name: Daniel L. Menichella
Title: Chief Executive Officer

ARCTURUS THERAPEUTICS INC.

By: /s/ Joseph E. Payne
Name: Joseph E. Payne
Title: Chief Executive Officer

Schedule 1-A

Non-Exclusive License Agreement

See Exhibit 4.12 to Form 20-F filed on May 14, 2018 and amended on July 10, 2018.

Schedule 1-B

Exclusive License Agreement

See Exhibit 4.12 to Form 20-F filed on May 14, 2018 and amended on July 10, 2018.

Schedule 3

[…***…]

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