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

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported): October 12, 2017**

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**GALENA BIOPHARMA, INC.**

(Exact name of registrant as specified in its charter)

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Delaware  
(State or other jurisdiction of  
incorporation or organization)

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001-33958  
(Commission  
File Number)

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20-8099512  
(I.R.S. Employer  
Identification No.)

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2000 Crow Canyon Place, Suite 380,  
San Ramon, CA 94583

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(Address of Principal Executive  
Offices) (Zip Code)

Registrant's telephone number, including area code: (855) 855-4253

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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 Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

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

On October 12, 2017, Galena Biopharma, Inc. ("Galena") and Cardinal Health ("Cardinal"), entered into a settlement agreement and mutual release ("Agreement") pursuant to which parties agreed to resolve all of their outstanding disputes over a product swap agreement in the following manner: (i) Galena will make a payment of \$500,000 to Cardinal, (ii) Cardinal will destroy all of the pharmaceutical product Zuplenz® (ondansetron) oral soluble film that is returned as a result of the product swap agreement or any other agreement that involves Cardinal and Galena relating to product returns or product swaps for Zuplenz, and (iii) the product swap agreement will be terminated as of the effective date of the Agreement.

The preceding summary does not purport to be complete and is qualified in its entirety by reference to the Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and which is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.***Exhibit Index***Exhibit No.****Description**

10.1	<a href="#"><u>Settlement Agreement and Mutual Release by and between Galena Biopharma, Inc. and Cardinal Health.</u></a>
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## SIGNATURES

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

GALENA BIOPHARMA, INC.

Date: October 18, 2017

By: /s/ Stephen F. Ghiglieri  
Stephen F. Ghiglieri  
Interim Chief Executive Officer & Chief  
Financial Officer

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (this “Agreement”) is entered into this 25th day of September, 2017 (the “Effective Date”), by and between Cardinal Health (as defined below), with its principal place of business located at 7000 Cardinal Place, Dublin, OH 43017 and Galena Biopharma, Inc., with its principal place of business located at 2000 Crow Canyon Place, Suite 380, San Ramon, CA 94583.

### AGREEMENT

1. For purposes of this Agreement, the following definitions shall apply:
    - a. “Cardinal” means Cardinal Health and each of its past and present parents, subsidiaries, divisions, groups, and affiliated companies that were participants under the Product Swap Agreement, and each of their past, present, and future officers, directors, employees, and attorneys, and the successors, assigns, and heirs of the aforementioned.
    - b. “Cardinal Health” means the following subsidiaries of Cardinal Health, Inc., an Ohio corporation, that are participants under the Product Swap Agreement: Cardinal Health 3, LLC; Cardinal Health 104 LP; Cardinal Health 107, LLC; Cardinal Health 108, LLC (f/k/a Cardinal Health 108, Inc.); Cardinal Health 110, LLC (f/k/a Cardinal Health 110, Inc., and as successor in interest to Cardinal Health 411, Inc. and Kinray, LLC (f/k/a Kinray, Inc.)); Cardinal Health 112, LLC; and Cardinal Health P.R. 120, Inc. (f/k/a Borschow Hospital & Medical Supplies, Inc.).
    - c. “Galena” means Galena Biopharma, Inc. and each of its past and present parents, subsidiaries, divisions, and affiliated companies that were participants under the Product Swap Agreement and each of their past, present, and future officers, directors, employees, and attorneys, as well as the successors, assigns, and heirs of the aforementioned.
    - d. “Product Swap Agreement” means that certain agreement entered into as of November 13, 2014, by and between Galena and Cardinal Health with respect to the pharmaceutical product Zuplenz<sup>®</sup> (ondansetron) oral soluble film and all amendments, appendices, exhibits, and schedules thereto.
    - e. “All Claims” shall mean any causes of action, claims, counterclaims, liabilities, losses, damages, costs, and expenses, whether asserted or unasserted, known or unknown, accrued or unaccrued, foreseen or unforeseen, matured or unmatured of every kind and nature whatsoever, including costs, expenses, fees or damages of any kind, arising out of the Product Swap Agreement during the period preceding the Effective Date.
  2. In the interest of goodwill, and to avoid the uncertainty and expense of litigation, Galena and Cardinal desire to unconditionally compromise and resolve All Claims.
  3. Upon the execution and delivery of this Agreement by Cardinal, Galena shall pay Cardinal the total sum of **\$500,000.00** (“Settlement Payment”). Upon receipt of the Settlement Payment, Galena and Cardinal agree that (a) the Settlement Payment permanently resolves All Claims; (b) no other sums are due and owing under the Product Swap Agreement or any other agreement that involves Cardinal and Galena relating to product returns or product swaps for the pharmaceutical product Zuplenz<sup>®</sup> (ondansetron) oral soluble film; (c) Cardinal shall destroy any pharmaceutical product Zuplenz<sup>®</sup> (ondansetron) oral soluble film that is returned as a result of the Product Swap Agreement or any other agreement that involves Cardinal and Galena relating to product returns or product swaps for the pharmaceutical product Zuplenz<sup>®</sup> (ondansetron) oral soluble film; and (d) the Product Swap Agreement will be terminated, effective as of the Effective Date.
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4. Upon receipt of the Settlement Payment, Cardinal releases, discharges with prejudice, and waives All Claims against Galena and agrees not to, at any time, directly or indirectly, sue, protest, institute or assist in instituting any proceeding in any court or any arbitration or administrative proceeding or otherwise assert any claim that is covered by the foregoing release.
5. Galena releases, discharges with prejudice, and waives All Claims against Cardinal and agrees not to, at any time, directly or indirectly, sue, protest, institute or assist in instituting any proceeding in any court or any arbitration or administrative proceeding or otherwise assert any claim that is covered by the foregoing release.
6. Each person executing this document warrants that he or she: (a) has read this Agreement; (b) understands that it is a Settlement Agreement; (c) has been fully advised by counsel; and (d) is duly authorized by the person or entity whom he or she represents to execute this Agreement and that said person or entity intends to be legally bound by this document.
7. The parties agree that this Agreement was negotiated by the parties at arms' length, and shall be construed without regard to any rule requiring construction against the drafting party.
8. It is understood and agreed that this is a compromise of disputed claims, and nothing contained in this Agreement, including the fact of settlement, shall be construed as an admission of liability by or on behalf of either party, all such liability being expressly denied.
9. Each party shall, without further consideration, execute and deliver such additional documents and instruments and perform all such other and further actions as may be necessary or reasonably requested in order to carry out the purposes and intents of this Agreement.
10. This Agreement may be executed in counterparts, which counterparts together shall constitute one Settlement Agreement and Mutual Release. This Agreement may be executed by facsimile signature or electronic signature, and facsimile signatures and electronic signatures will be fully binding and effective for all purposes and will be given the same effect as original signatures.
11. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Ohio without regard to the conflict of laws rules of that or any other jurisdiction.
12. This Agreement constitutes the entire agreement between Cardinal and Galena with respect to the subject matter hereof, and may be modified only in a writing signed by both parties.

**GALENA BIOPHARMA, INC.**

**CARDINAL HEALTH**

By: /s/ Stephen F. Ghiglieri

By: /s/ Nicholas Rausch

Name: Stephen F. Ghiglieri

Name: Nicholas Rausch

Title: Interim CEO & CFO

Title: VP, Strategic Sourcing