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

FORM 10-Q

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

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2022
OR

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

FOR THE TRANSITION PERIOD FROM _ TO _

COMMISSION FILE NUMBER 001-39044

SPRINGWORKS THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	83-4066827
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
100 Washington Blvd Stamford, Connecticut	06902
(Address of principal executive offices)	**(Zip Code)**

(203) 883-9490
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	SWTX	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes x No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	x	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No x

The number of outstanding shares of the Registrant's Common Stock as of October 31, 2022 was 62,382,266.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, or Quarterly Report, contains forward-looking statements that involve risks and uncertainties. We make such forward-looking statements pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical facts contained in this Quarterly Report are forward-looking statements. In some cases, these forward-looking statements can be identified by the use of words such as "may", "will", "should", "expects", "intends", "plans", "anticipates", "believes", "estimates", "predicts", "potential", "continue" or the negative of these terms or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- the success, cost and timing of our product development activities and clinical trials, including statements regarding the timing of our ongoing Phase 3 clinical trial of nirogacestat, the timing of our ongoing Phase 2b clinical trial of mirdametinib and the initiation and completion of any other clinical trials and related preparatory work, the expected timing of the availability of results of our clinical trials and the registrational nature of the Phase 3 clinical trial of nirogacestat and the potentially registrational nature of the Phase 2b clinical trial of mirdametinib;
- the fact that topline or interim data from the Phase 3 clinical trial of nirogacestat or topline or interim data from other clinical studies may not be predictive of the final or more detailed results of such study or the results of other ongoing or future studies;
- the potential attributes and benefits of our product candidates;
- our plans to commercialize any of our product candidates that achieve approval either alone or in partnership with others;
- our ability to obtain funding for our operations, including funding necessary to complete further development of our product candidates, and if approved, commercialization;
- the period over which we anticipate our existing cash, cash equivalents and marketable securities, will be sufficient to fund our operating expenses and capital expenditure requirements;
- the potential for our business development efforts to maximize the potential value of our portfolio;
- our ability to identify, in-license or acquire additional product candidates;
- the ability and willingness of our third-party collaborators to continue research and development activities relating to our product candidates, including those that are being developed as combination therapies;
- our ability to obtain and maintain regulatory approval for our product candidates, and any related restrictions, limitations or warnings in the label of an approved product candidate;
- the timing of our planned regulatory submissions and interactions, including the New Drug Application, or NDA, for nirogacestat planned for submission in the fourth quarter of 2022, the timing and outcome of decisions made by the U.S. Food and Drug Administration, or FDA, and other regulatory authorities, investigational review boards at clinical trial sites and publication review bodies;
- the potential benefit of Orphan Drug Designation, Fast Track Designation and Breakthrough Therapy Designation for nirogacestat, mirdametinib and any other of our product candidates that may receive one or more of these designations;
- our ability to compete with companies currently marketing or engaged in the development of treatments for desmoid tumors, NF1-PN and other oncology and rare disease indications;
- our expectations regarding our ability to obtain and maintain intellectual property protection or market exclusivity for our product candidates and the duration of such protection;
- our ability and the potential to successfully manufacture our product candidates for preclinical studies, clinical trials and, if approved, for commercial use, the capacity of our current contract manufacturing organizations, or CMOs, to

support clinical supply and commercial-scale production for product candidates and our potential election to pursue additional CMOs for manufacturing supplies of drug substance and finished drug product in the future;

- the size and growth potential of the markets for our product candidates, and our ability to serve those markets, either alone or in partnership with others;
- the rate and degree of market acceptance of our product candidates, if approved;
- regulatory developments in the United States and foreign countries;
- our ability to contract with third-party suppliers and manufacturers and their ability to perform adequately;
- the success of competing products that are, or may become, available;
- risks associated with the ongoing COVID-19 pandemic, which may adversely impact our business, operations, preclinical studies, clinical trials, supply chain, strategy, goals and anticipated timelines;
- our ability to attract and retain key scientific, medical, commercial and management personnel;
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- our financial performance; and
- developments and projections relating to our competitors or our industry.

Any forward-looking statements in this Quarterly Report reflect our current views with respect to future events and future financial performance, and involve known and unknown risks, uncertainties and other 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 these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those described under Part II, Item 1A, Risk Factors and elsewhere in this Quarterly Report. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

We may from time to time provide estimates, projections and other information concerning our industry, the general business environment, and the markets for certain diseases, including estimates regarding the potential size of those markets and the estimated incidence and prevalence of certain medical conditions. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties, and actual events, circumstances or numbers, including actual disease prevalence rates and market size, may differ materially from the information provided. Unless otherwise expressly stated, we obtained this industry information, business information, market data, prevalence information and other data from reports, research surveys, studies and similar data prepared by market research firms and other third parties, industry, medical and general publications, government data, and similar sources, in each case, from sources we consider to be reliable, and in some cases applying our own assumptions and analysis that may, in the future, prove not to have been accurate.

SPRINGWORKS THERAPEUTICS, INC.
FORM 10-Q
FOR THE QUARTER ENDED September 30, 2022
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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

SpringWorks Therapeutics, Inc.
Condensed Consolidated Balance Sheets (Unaudited)

(in thousands, except share and per-share data)	September 30, 2022 (Unaudited)	December 31, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 476,429	$ 103,961
Marketable securities	175,514	269,540
Prepaid expenses and other current assets	5,344	9,409
Total current assets	657,287	382,910
Long-term marketable securities	—	59,230
Property and equipment, net	11,482	3,187
Operating lease right-of-use assets	4,908	1,010
Equity investment	4,873	2,883
Restricted cash	551	565
Other assets	2,453	2,709
Total assets	$ 681,554	$ 452,494
Liabilities and Stockholders' equity		
Current liabilities:		
Accounts payable	$ 4,586	$ 3,429
Accrued expenses	39,289	25,378
Operating lease liabilities, current	733	1,162
Other liabilities, current	4,886	—
Total current liabilities	49,494	29,969
Operating lease liabilities, long-term	5,000	129
Other liabilities, long-term	14,660	—
Total liabilities	69,154	30,098
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.0001 par value, 10,000,000 shares authorized, no shares issued or outstanding at September 30, 2022 and December 31, 2021.	—	—
Common stock, $0.0001 par value, 150,000,000 shares authorized, 62,412,845 and 49,247,985 shares issued and 62,382,646 and 49,247,985 shares outstanding at September 30, 2022 and December 31, 2021, respectively.	6	5
Additional paid-in capital	1,111,002	715,216
Accumulated deficit	(495,752)	(292,513)
Treasury stock, at cost (30,199 and 0 shares of common stock at September 30, 2022 and December 31, 2021, respectively).	(1,341)	—
Accumulated other comprehensive loss	(1,515)	(312)
Total stockholders' equity	612,400	422,396
Total liabilities and stockholders' equity	$ 681,554	$ 452,494

See accompanying unaudited notes to condensed consolidated financial statements

SpringWorks Therapeutics, Inc.
Condensed Consolidated Statements of Operations (Unaudited)

(in thousands, except share and per-share data)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Operating expenses:				
Research and development	$ 36,067	$ 22,866	$ 108,194	$ 72,332
General and administrative	35,673	18,029	94,026	45,340
Total operating expenses	71,740	40,895	202,220	117,672
Loss from operations	(71,740)	(40,895)	(202,220)	(117,672)
Interest and other income (expense):				
Other expense, net	(74)	(58)	(291)	(96)
Interest income, net	912	179	1,482	617
Total interest and other income	838	121	1,191	521
Equity investment loss	(1,486)	(267)	(2,210)	(687)
Net loss	$ (72,388)	$ (41,041)	$ (203,239)	$ (117,838)
Net loss per share, basic and diluted	$ (1.37)	$ (0.84)	$ (4.04)	$ (2.43)
Weighted average common shares outstanding, basic and diluted	52,900,819	48,595,420	50,298,015	48,417,300

See accompanying unaudited notes to condensed consolidated financial statements

SpringWorks Therapeutics, Inc.
Condensed Consolidated Statements of Comprehensive Loss (Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	**2022**	**2021**	**2022**	**2021**
Net loss	$ (72,388)	$ (41,041)	$ (203,239)	$ (117,838)
Changes in other comprehensive income:				
Unrealized gain (loss) on marketable securities, net	304	(1)	(1,203)	(17)
Total changes in other comprehensive income	$ 304	$ (1)	$ (1,203)	$ (17)
Comprehensive loss	$ (72,084)	$ (41,042)	$ (204,442)	$ (117,855)

See accompanying unaudited notes to condensed consolidated financial statements

SpringWorks Therapeutics, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(Unaudited)

	Common		Treasury					
(in thousands, except share data)	**Shares**	**Amount**	**Shares**	**Amount**	**Additional Paid-In Capital**	**Accumulated Other Comprehensive Income**	**Accumulated Deficit**	**Total**
Balance at June 30, 2021	49,103,066	$ 5		$ —	$ 691,953	$ 25	$ (195,400)	$ 496,583
Stock-based compensation expense					10,712			10,712
Issuance of restricted stock awards	53,260	—						—
Forfeitures of restricted stock awards	(950)							—
Exercise of stock options	53,049				425			425
Other comprehensive income, net of tax						(1)		(1)
Net loss							(41,041)	(41,041)
Balance at September 30, 2021	49,208,425	$ 5	—	$ —	$ 703,090	$ 24	$ (236,441)	$ 466,678
Balance at June 30, 2022	49,458,602	$ 5	22,430	$ (1,129)	$ 752,041	$ (1,819)	$ (423,364)	$ 325,734
Stock-based compensation expense					18,518			18,518
Issuance of common stock to GSK	2,050,819	—			55,454			55,454
Issuance of common stock in private placement, net of issuance costs	8,650,520	1			216,830			216,831
Issuance of common stock under at-the-market offering, net of issuance costs	2,247,500	—			67,782			67,782
Forfeitures of restricted stock awards	(19,223)							—
Exercise of stock options	24,627				377			377
Shares of common stock used to satisfy tax withholding obligations			1,205	(212)				(212)
Other comprehensive income, net of tax						304		304
Net Loss							(72,388)	(72,388)
Balance at September 30, 2022	62,412,845	$ 6	23,635	$ (1,341)	$ 1,111,002	$ (1,515)	$ (495,752)	$ 612,400

	Common		Treasury					
(in thousands, except share data)	**Shares**	**Amount**	**Shares**	**Amount**	**Additional Paid-In Capital**	**Accumulated Other Comprehensive Income**	**Accumulated Deficit**	**Total**
Balance at December 31, 2020	48,819,591	$ 5		$ —	$ 675,615	$ 41	$ (118,603)	$ 557,058
Stock-based compensation expense					26,562			26,562
Issuance of restricted stock awards	264,551							—
Forfeitures of restricted stock awards	(7,142)							—
Exercise of stock options	131,425				913			913
Other comprehensive income, net of tax						(17)		(17)
Net loss							(117,838)	(117,838)
Balance at September 30, 2021	49,208,425	$ 5	—	$ —	$ 703,090	$ 24	$ (236,441)	$ 466,678
Balance at December 31, 2021	49,247,985	$ 5	—	$ —	$ 715,216	$ (312)	$ (292,513)	$ 422,396
Stock-based compensation expense					54,041			54,041
Issuance of common stock to GSK	2,050,819	—			55,454			55,454
Issuance of common stock in private placement, net of issuance costs	8,650,520	1			216,830			216,831
Issuance of common stock under at-the-market offering, net of issuance costs	2,247,500	—			67,782			67,782
Issuance of restricted stock awards	36,625	—						—
Forfeitures of restricted stock awards	(26,806)	—						—
Restricted stock units vested	24,369	—						—
Exercise of stock options	181,833	—			1,679			1,679
Shares of common stock used to satisfy tax withholding obligations			23,635	(1,341)				(1,341)
Other comprehensive income, net of tax						(1,203)		(1,203)
Net Loss							(203,239)	(203,239)
Balance at September 30, 2022	62,412,845	$ 6	23,635	$ (1,341)	$ 1,111,002	$ (1,515)	$ (495,752)	$ 612,400

See accompanying unaudited notes to condensed consolidated financial statements

SpringWorks Therapeutics, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)

(in thousands)	Nine Months Ended September 30, 2022	2021
Operating activities		
Net loss	$ (203,239)	$ (117,838)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	510	344
Non-cash operating lease expense	845	745
Stock compensation expense	54,041	26,562
Equity investment loss	2,210	687
Changes in operating assets and liabilities		
Prepaid expenses and other current assets	4,065	(301)
Other assets	256	(449)
Accounts payable	1,162	1,148
Accrued expenses	13,542	8,613
Lease liability	(301)	(1,039)
Other liabilities	19,546	(33)
Net cash used in operating activities	(107,363)	(81,561)
Investing activities		
Capital expenditures	(8,440)	(512)
Equity investments	(4,200)	—
Purchases of marketable securities	(67,953)	(218,863)
Proceeds from sale and maturity of debt securities	220,006	246,786
Net cash provided by investing activities	139,413	27,411
Financing activities		
Proceeds from issuance of common stock to GSK	55,454	—
Proceeds from issuance of common stock in private placement, net of issuance costs	216,830	—
Proceeds from issuance of common stock under at-the-market offering, net of issuance costs	67,782	—
Treasury stock	(1,341)	—
Proceeds from stock option exercises	1,679	913
Net cash provided by financing activities	340,404	913
Net increase (decrease) in cash and cash equivalents	372,454	(53,237)
Cash and cash equivalents including Restricted cash, beginning of period	104,526	147,654
Cash and cash equivalents including Restricted cash, end of period	$ 476,980	$ 94,417
Non-cash investing activities		
Right-of-use assets obtained in exchange for operating lease obligations	$ 5,580	$ —

See accompanying unaudited notes to condensed consolidated financial statements

SpringWorks Therapeutics, Inc.
Notes to Condensed Consolidated Financial Statements (Unaudited)

1. Nature of Operations

SpringWorks Therapeutics, Inc., together with its wholly-owned subsidiaries, collectively, the Company, is a clinical-stage biopharmaceutical company applying a precision medicine approach to acquiring, developing and commercializing life-changing medicines for underserved patient populations suffering from devastating rare diseases and cancer. The Company has a differentiated portfolio of small molecule targeted oncology product candidates and is advancing two late-stage clinical trials, one registrational and one potentially registrational, in rare tumor types, as well as several other programs addressing highly prevalent, genetically defined cancers. Two of the programs are late-stage clinical product candidates: nirogacestat and mirdametinib.

The Company has incurred losses and negative operating cash flows since inception and had an accumulated deficit of $495.8 million and $292.5 million, and working capital of $607.8 million and $352.9 million, as of September 30, 2022 and December 31, 2021, respectively. The Company is subject to those risks associated with any biopharmaceutical company that has substantial expenditures for development. There can be no assurance that the Company's development projects will be successful, that products developed will obtain necessary regulatory approval, or that any approved product will be commercially viable. In addition, the Company operates in an environment of rapid technological change and is largely dependent on the services of its employees, advisors, consultants and vendors.

At-the-Market Program

On February 25, 2021, the Company entered into a Sales Agreement with Cowen and Company, LLC serving as sales agent, or the Agent, with respect to an at-the-market offering program, or ATM Program, under which the Company may offer and sell, from time to time at its sole discretion, shares of its common stock, par value $0.0001 per share, or Common Stock, having an aggregate offering price of up to $200 million through the Agent. Any shares offered and sold in the ATM Program are issued pursuant to the Company's registration statement on Form S-3, or the Registration Statement, filed with the Securities and Exchange Commission, or SEC, on October 6, 2020, the prospectus supplement relating to the ATM Program filed with the SEC on February 25, 2021, and any applicable additional prospectus supplements related to the ATM Program that form a part of the Registration Statement.

During the three months ended September 30, 2022, the Company sold 2,247,500 shares of Common Stock under the ATM Program for gross proceeds of $69.7 million, less commissions and other fees of $1.9 million for net proceeds of $67.8 million. As of September 30, 2022, approximately $130.3 million remains available under the ATM Program.

Private Placements

In September 2022, the Company and certain accredited investors, or the Investors, entered into a securities purchase agreement pursuant to which the Company agreed to sell and issue to the Investors in a private placement transaction, or the Private Placement, an aggregate of 8,650,520 shares of Common Stock at a purchase price of $26.01 per share. In connection with the Private Placement, the Company received gross proceeds of approximately $225 million, and after deducting commissions and offering costs, net proceeds were approximately $216.8 million. In connection with the Private Placement, the Company and the Investors also entered into a registration rights agreement, dated September 7, 2022, providing for the registration for resale of the shares. The shares were registered for resale pursuant to the Registration Statement and the prospectus supplement relating to the shares filed with the SEC on September 26, 2022.

In September 2022, we entered into an expanded global, non-exclusive license and collaboration agreement with GSK, plc, formerly GlaxoSmithKline plc, or GSK, for nirogacestat in combination with belantamab mafodotin (belamaf) and, concurrent with the execution of such agreement, we entered into a stock purchase agreement, or the Stock Purchase Agreement, with an affiliate of GSK, Glaxo Group Limited, or GGL, under which GGL agreed to purchase from the Company in a private placement transaction 2,050,819 shares of Common Stock for an aggregate purchase price of approximately $75.0 million, or $36.57 per share. The shares were sold at a 25% premium to the volume-weighted average share price of the Company's Common Stock for a specified 30-day period prior to entering into the Stock Purchase Agreement.

The Company had cash, cash equivalents and marketable securities of $651.9 million and $432.7 million as of September 30, 2022 and December 31, 2021, respectively. Based on the Company's cash, cash equivalents and marketable securities as of September 30, 2022, management estimates that its current liquidity will enable it to meet operating expenses through at least twelve months after the date that these financial statements are issued.

COVID-19 Pandemic

On March 11, 2020, the World Health Organization designated the outbreak of the disease associated with the novel strain of coronavirus known as COVID-19 as a global pandemic. This disease continues to spread, including emerging variant strains of COVID-19, in the areas in which the Company operates. Governments and businesses around the world have taken unprecedented actions to mitigate the spread of COVID-19, including, but not limited to, shelter-in-place orders, quarantines, significant restrictions on travel, as well as restrictions that prohibit many employees from going to work. Uncertainty with respect to the economic impacts of the pandemic has introduced significant volatility in the financial markets. The global pandemic caused by COVID-19 (including the impact of emerging variant strains of the COVID-19 virus and stagnant vaccination rates) did not have significant impacts on the Company's financial condition, results of operations or cash flows during the periods presented. While the extent to which the ongoing COVID-19 pandemic impacts the Company's future results will depend on future developments, the pandemic and associated impacts, including the duration, spread and intensity of the pandemic (including any resurgences), the impact of emerging variant strains of the COVID-19 virus and the rollout of COVID-19 vaccines, all of which remain uncertain and difficult to predict, could result in a material impact to the Company's future financial condition, results of operations and cash flows.

2. Basis of Presentation

The Company's unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States, or U.S. GAAP, for interim financial information and Article 10 of Regulation S-X of the SEC and should be read in conjunction with the Company's consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 24, 2022. The condensed consolidated financial statements presented in this Quarterly Report on Form 10-Q are unaudited; however, in the opinion of management, such financial statements reflect all adjustments, consisting solely of normal recurring adjustments, necessary for a fair presentation of the results for the interim periods presented.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Significant estimates and assumptions reflected in these condensed consolidated financial statements include, but are not limited to, research and development expenses and the valuation of stock-based compensation awards. Management bases its estimates on historical experience, known trends and other market-specific or relevant factors that it believes to be reasonable under the circumstances. Actual results may differ from those estimates or assumptions. On an ongoing basis, management evaluates its estimates, and adjusts those estimates and assumptions when facts or circumstances change. Changes in estimates are recorded in the period in which they become known.

Research and Development Expenses

In accordance with ASC 730, "Research and Development", expenditures for clinical development, including upfront licensing fees and milestone payments associated with products that have not yet been approved by the U.S. Food and Drug Administration, are charged to research and development expense as incurred. These expenses consist of expenses incurred in performing development activities, including salaries and benefits, stock-based compensation expense, preclinical expenses, clinical trial and related clinical manufacturing expenses, contract services and other outside expenses. Expenses incurred for certain research and development activities, including expenses associated with particular activities performed by contract research organizations, investigative sites in connection with clinical trials and contract manufacturing organizations, are recognized based on an evaluation of the progress or completion of specific tasks using either time-based measures or data such as information provided to the Company by its vendors on actual activities completed or costs incurred. Payments for these activities are based on the terms of the individual arrangements, which may differ from the pattern of expense recognition. Expenses for research and development activities incurred that have yet to be invoiced by the vendors that perform the related activities are reflected in the consolidated financial statements as accrued research and development expenses. Advance payments for goods or services to be received in the future for research and development activities are deferred and capitalized. The capitalized amounts are expensed as the related goods are delivered or the services are performed.

Segment Information

Operating segments are defined as components of an entity about which separate discrete information is available for evaluation by the chief operating decision maker, or decision-making group, in deciding how to allocate resources and in assessing performance. The Company views its operations and manages its business in one operating segment operating exclusively in the United States.

Recently Adopted Accounting Pronouncements

There were no recently adopted accounting pronouncements that had a material impact on the Company's financial statements, and no recently issued accounting pronouncements that are expected to have a material impact on the Company's financial statements.

3. Marketable Securities

The following table summarizes the Company's available-for-sale marketable securities as of September 30, 2022 and December 31, 2021:

	As of September 30, 2022			
(in thousands)	**Amortized Cost**	**Gross Unrealized Gains**	**Gross Unrealized Losses**	**Estimated Fair Value**
Marketable securities:				
Short-term investments:				
U.S. government securities	$ 95,174	$ —	$ (1,217)	93,957
Non-U.S. government securities	9,339	—	(59)	9,280
Corporate debt securities	41,699	—	(239)	41,460
Commercial paper	30,817	—	—	30,817
Total	$ 177,029	$ —	$ (1,515)	$ 175,514

	As of December 31, 2021			
(in thousands)	**Amortized Cost**	**Gross Unrealized Gains**	**Gross Unrealized Losses**	**Estimated Fair Value**
Marketable securities:				
Short-term investments:				
U.S. government securities	$ 105,043	$ 3	$ (79)	$ 104,967
Corporate debt securities	78,729	—	(52)	78,677
Commercial paper	85,896	—	—	85,896
Long-term investments:				
U.S. government securities	59,414	—	(184)	59,230
Total	$ 329,082	$ 3	$ (315)	$ 328,770

The Company's marketable securities are available-for-sale securities and consist of high-quality, highly liquid debt securities including corporate debt securities, U.S. government securities, non-U.S. government securities, and commercial paper.

The Company's available-for-sale securities classified as short-term marketable securities in the condensed consolidated balance sheets mature within one year or less of the balance sheet date. Marketable securities that mature greater than one year from the balance sheet date are classified as long-term. As of September 30, 2022, the Company did not hold any investments with maturity dates greater than one year.

As of, and for the three and nine months ended September 30, 2022, the Company did not have any allowance for credit losses or impairments of its marketable securities.

4. Fair Value Measurements

The fair value of the Company's financial assets measured on a recurring basis are classified based upon a fair value hierarchy consisting of the following three levels:

Level 1 — Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets, or liabilities.

Level 2 — Quoted prices for similar assets and liabilities in active markets, quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the instrument.

Level 3 — Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

The fair value hierarchy is based on inputs to valuation techniques used to measure fair value that are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity's pricing based upon their own market assumptions.

As of September 30, 2022 and December 31, 2021, the Company's financial assets and liabilities measured at fair value on a recurring basis consisted of the following:

	As of September 30, 2022			
		Fair Value Hierarchy		
(in thousands)	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Money market funds	$ 395,246	$ 395,246	$ —	$ —
Short-term investments:				
U.S. government securities	93,958	93,958	—	—
Non-U.S. government securities	9,279	—	9,279	—
Corporate debt securities	41,460	—	41,460	—
Commercial paper	30,817	—	30,817	—
Total	$ 570,760	$ 489,204	$ 81,556	$ —

	As of December 31, 2021			
		Fair Value Hierarchy		
(in thousands)	Total	Level 1	Level 2	Level 3
Cash equivalents:				
Money market funds	$ 89,905	$ 89,905	$ —	$ —
Short-term investments:				
U.S. government securities	104,967	104,967	—	—
Corporate debt securities	78,677	—	78,677	—
Commercial paper	85,896	—	85,896	—
Long-term investments:				
U.S. government securities	59,230	59,230	—	—
Total	$ 418,675	$ 254,102	$ 164,573	$ —

As of September 30, 2022 and December 31, 2021, the Company’s financial assets measured at fair value on a recurring basis using a market approach included cash equivalents, which consist of money market funds, and marketable securities, which consist of high-quality, highly liquid available-for-sale debt securities including corporate debt securities, U.S. government securities, non-U.S. government securities, and commercial paper.

The Company’s money market funds are readily convertible into cash and the net asset value of each fund on the last day of the quarter is used to determine fair value. The U.S. government securities are classified as Level 1 and valued utilizing quoted market prices. The Company’s corporate debt securities, non-U.S. government securities, and commercial paper are classified as Level 2 and valued utilizing various market and industry inputs.

The Company considers all highly liquid instruments that have maturities of three months or less when acquired to be cash equivalents. The carrying amounts reflected in the Company’s condensed consolidated balance sheets for cash equivalents, accounts payable, and accrued expenses approximate fair value due to their short-term maturities.

5. Collaboration, Licensing and Variable Interest Entities

MapKure

In June 2019, the Company announced the formation of MapKure LLC., or MapKure, an entity jointly owned by the Company and BeiGene Ltd., or BeiGene. BeiGene licensed to MapKure exclusive rights to BGB-3245, an oral, small molecule selective inhibitor of specific BRAF driver mutations and genetic fusions. MapKure is advancing BGB-3245 through clinical development for solid tumor patients harboring BRAF driver mutations and genetic fusions that were observed to be sensitive to the compound in preclinical studies.

In conjunction with the formation of MapKure in June 2019, the Company purchased 3,500,000 Series A preferred units of MapKure, or a 25.0% ownership interest, for $3.5 million and in June 2020, the Company purchased an additional 3,500,000 Series A preferred units of MapKure for $3.5 million, increasing its ownership interest to 38.9%, as required by the terms of the Series A unit purchase agreement.

In June 2022, the Company made an additional investment in MapKure and purchased 4,200,000 Series B preferred units of MapKure for $4.2 million, pursuant to the terms of a Series B preferred unit purchase agreement. The Company is obligated to purchase an additional 2,800,000 Series B preferred units of MapKure for $2.8 million at a second closing under such agreement to be held in the first quarter of 2023. As of September 30, 2022, the Company's ownership interest in MapKure was 38.9%. In addition to the Company's equity ownership in MapKure, the Company has appointed a member to each of MapKure's joint steering committee and board of directors. The Company also contributes to clinical development and other operational activities for BGB-3245 through a service agreement with MapKure.

The Company determined that MapKure is a variable interest entity. The Company is not the primary beneficiary, as the Company does not have the power to direct the activities that most significantly impact the economic performance of MapKure. Accordingly, the Company does not consolidate the financial statements of this entity and accounts for this investment using the equity method of accounting.

In accordance with ASC 323-10-35-6, the Company records MapKure's earnings or losses based on a one quarter lag.

The Company recognized an equity loss of $1.5 million and $2.2 million for the three and nine months ended September 30, 2022, respectively and $0.3 million and $0.7 million for the three and nine months ended September 30, 2021, respectively. The Company's ownership interest in MapKure is included in "Equity method investments" in the condensed consolidated balance sheets. As of September 30, 2022, the Company's maximum exposure to loss as a result of the Company's involvement with MapKure is $7.7 million, representing the carrying value of the investment of $4.9 million plus the unfunded obligation of $2.8 million.

Nirogacestat Expanded Non-Exclusive License and Collaboration with GSK

In September 2022, the Company announced an expansion of its ongoing, non-exclusive clinical collaboration with GSK, which originally commenced in June 2019. The announcement coincided with the entry by the Company and GSK into an amended and restated collaboration and license agreement, or the GSK License Agreement, for the potential continued development and commercialization of nirogacestat in combination with either belantamab mafodotin (belamaf), GSK's antibody-drug conjugate, or ADC, targeting B-cell maturation antigen, or BCMA, or any other cytotoxic ADC targeting BCMA derived from belantamab that is controlled by GSK, either alone as a combination therapy, or together with other pharmaceutical agents.

Pursuant to the terms of the GSK License Agreement and concurrent with the execution of such agreement, the Company entered into a Stock Purchase Agreement with GGL, under which GGL purchased 2,050,819 shares of the Company's Common Stock in a private placement transaction for an aggregate purchase price of approximately $75.0 million, or $36.57 per share. The shares were sold at a 25% premium to the volume-weighted average share price of the Company's Common Stock for a specified 30-day period prior to entering into the Stock Purchase Agreement. The fair value of the Common Stock based on the closing price of Common Stock on the day prior to the effective date of the Stock Purchase Agreement was $55.5 million and was recorded to equity. The Company recorded the consideration received in excess of the fair value of the Common Stock of $19.5 million as deferred revenue.

Under the terms of the GSK License Agreement, the Company is also eligible to receive up to $550.0 million in additional payments, if certain development and commercial milestones are met. The Company continues to retain full commercial rights to nirogacestat. Additionally, SpringWorks will supply nirogacestat for future belamaf clinical trials and will seek to make nirogacestat commercially available in markets where approval has been sought by GSK for a combination with belamaf. GSK will continue to fund all development costs, except for those related to the supply of nirogacestat and certain expenses related to intellectual property rights.

6. Accrued Expenses

Accrued expenses consists of the following:

(in thousands)	September 30, 2022	December 31, 2021
Accrued professional fees	$ 8,086	$ 1,108
Accrued compensation and benefits	12,233	12,081
Accrued research and development	14,023	10,069
Accrued other	4,947	2,120
Total accrued expenses	$ 39,289	$ 25,378

7. Commitments and Contingencies

The Company enters into contracts in the normal course of business for clinical trials, preclinical studies, manufacturing and other services and products for operating purposes. These contracts generally provide for termination following a certain period after notice and therefore the Company believes that non-cancelable obligations under these agreements are not material.

Additionally, the Company has excluded milestone or royalty payments or other contractual payment obligations as the timing and amounts of such obligations are unknown or uncertain.

Leases

In October 2018, the Company entered into a lease for its corporate headquarters in Stamford, CT. In January 2022, the Company amended this lease agreement to extend the lease term through April 2028, with two five-year renewal options or one ten-year renewal option. Pursuant to the amendment, the Company is entitled to $0.5 million in tenant allowances, which may be used to offset certain future capital expenditures, and the lease payments increase by 2.5% in each year commencing December 1, 2022. The amendment was treated as a modification and the lease liability and operating lease right-of-use asset were updated to reflect minimum lease payments and any other adjustments.

As of September 30, 2022, future lease payments under non-cancelable leases with terms greater than one year are as follows:

(in thousands)	Operating Leases
2022	$ 103
2023	1,262
2024	1,155
2025	1,184
2026 and thereafter	2,881
Total lease payments	6,585
Less: imputed interest	(852)
Present value of lease liabilities	$ 5,733

Contingencies

From time to time, the Company may be involved in disputes or regulatory inquiries that arise in the ordinary course of business. When the Company determines that a loss is both probable and reasonably estimable, a liability is recorded and disclosed if the amount is material to the financial statements taken as a whole. When a material loss contingency is only reasonably possible, the Company does not record a liability, but instead discloses the nature and the amount of the claim, and an estimate of the loss or range of loss, if such an estimate can reasonably be made.

As of September 30, 2022, there was no litigation or contingency with at least a reasonable possibility of a material loss.

8. Stock-Based Compensation

2019 Equity Incentive Plan

The Company's 2019 Equity Incentive Plan, or the 2019 Equity Incentive Plan, provides for the grant of incentive stock options, nonqualified stock options, stock appreciation rights, restricted stock units, restricted stock awards, unrestricted stock awards and dividend equivalent rights to the Company's officers, employees, directors and other key persons (including consultants). The number of shares reserved for issuance under the 2019 Equity Incentive Plan is cumulatively increased each January 1, through and including January 1, 2030, by 5% of the number of shares of the Company's common stock outstanding on the immediately preceding December 31 or such lesser number of shares determined by the Company's compensation committee.

The terms of stock options and restricted stock units and awards, including vesting requirements, are determined by the Board of Directors or its delegates, subject to the provisions of the 2019 Equity Incentive Plan. Restricted stock units and awards granted by the Company to employees generally vest over three years, and stock options granted by the Company to employees generally vest over four years. Restricted stock units and awards and stock options granted by the Company to directors generally vest over one year.

As of September 30, 2022, there were 3,303,208 shares available for issuance in connection with future awards under the 2019 Equity Incentive Plan.

Stock-Based Awards

During the nine months ended September 30, 2022, the Company granted 3,002,697 stock option awards to its officers, employees and directors under the 2019 Equity Incentive Plan. This included 1,297,800 stock option awards issued on August 15, 2022, or the Supplemental Grants, to certain employees, intended to retain talent and to provide market competitive compensation. No Supplemental Grants were provided to any officer or director of the Company.

During the nine months ended September 30, 2022, the Company awarded 672,153 restricted stock units and 36,625 restricted stock awards to its officers, employees and directors under the 2019 Equity Incentive Plan.

During the nine months ended September 30, 2022, 235,119 restricted stock awards previously issued to employees of the Company were released, 24,369 restricted stock units vested and 181,833 stock options were exercised.

As of September 30, 2022, there were 4,001,137 stock options vested and exercisable. In June 2019, the Company's Chief Executive Officer, or CEO, received an award of 176,411 stock options, or the 2019 CEO Performance Award. During the quarter ended September 30, 2022, 11,026 options of the CEO Performance Award became exercisable upon the satisfaction of the market condition applicable to this award.

Stock-based compensation expense included in the condensed consolidated statements of operations for each of the periods presented is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	**2022**	**2021**	**2022**	**2021**
Research and development	$ 7,101	$ 4,285	$ 22,217	$ 9,613
General and administrative	11,417	6,427	31,824	16,949
Total stock-based compensation expense	$ 18,518	$ 10,712	$ 54,041	$ 26,562

As of September 30, 2022, the unrecognized compensation expense related to unvested stock options, restricted stock units and restricted stock awards was $149.1 million, $25.2 million and $12.6 million, respectively, which is expected to be recognized over a weighted-average remaining period of approximately 2.70 years, 2.30 years and 1.75 years, respectively.

As of September 30, 2022, the Company had 9,133,738 stock options outstanding, 614,511 unvested restricted stock units and 245,010 unvested restricted stock awards.

9. Net Loss per Share

Since the Company had a net loss in each of the periods presented, basic and diluted net loss per share are the same. The table below provides potentially dilutive securities not included in the computation of the diluted net loss per share for the periods ended September 30, 2022 and September 30, 2021, because to do so would be anti-dilutive:

	As of September 30,	
	2022	2021
Common stock options issued and outstanding	9,133,738	6,424,419
Restricted stock units subject to future vesting	614,511	—
Restricted stock awards subject to future vesting	245,010	522,626
Total potentially dilutive securities	9,993,259	6,947,045

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of the financial condition and results of operations of SpringWorks Therapeutics, Inc. should be read in conjunction with the condensed consolidated financial statements and the related notes thereto included elsewhere in this Quarterly Report on Form 10-Q, or Quarterly Report, and our consolidated financial statements and notes thereto contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2021, or 2021 Form 10-K, filed with the Securities and Exchange Commission, or SEC, on February 24, 2022. Unless the context otherwise requires, all references to "we," "us," "our," "SpringWorks," or the "Company" refer to SpringWorks Therapeutics, Inc., together with its subsidiaries. This discussion and analysis contains forward-looking statements based upon current expectations that involve risks and uncertainties. We caution you that forward-looking statements are not guarantees of future performance, and that our actual results of operations, financial condition and liquidity, and the developments in our business and the industry in which we operate, may differ materially from the results discussed or projected in the forward-looking statements contained in this Quarterly Report. We discuss risks and other factors that we believe could cause or contribute to these potential differences elsewhere in this Quarterly Report, including under Item 1A. "Risk Factors" and under "Special Note Regarding Forward-Looking Statements". In addition, even if our results of operations, financial condition and liquidity, and the developments in our business and the industry in which we operate are consistent with the forward-looking statements contained in this Quarterly Report, they may not be predictive of results or developments in future periods. We caution readers not to place undue reliance on any forward-looking statements made by us, which speak only as of the date they are made. We disclaim any obligation, except as specifically required by law and the rules of the Securities and Exchange Commission, or SEC, to publicly update or revise any such statements to reflect any change in our expectations or in events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

Overview

We are a clinical-stage biopharmaceutical company applying a precision medicine approach to acquiring, developing and commercializing life-changing medicines for underserved patient populations suffering from devastating rare diseases and cancer. We have a differentiated portfolio of small molecule targeted oncology product candidates and are advancing two late-stage clinical trials, one registrational and one potentially registrational, in rare tumor types, as well as several other programs addressing highly prevalent, genetically defined cancers. Our strategic approach and operational excellence across research, translational science, and clinical development have enabled us to rapidly advance our two lead product candidates into late-stage clinical trials while simultaneously entering into multiple shared-value partnerships with industry leaders to expand our portfolio. From this foundation, we are continuing to build a differentiated global biopharmaceutical company intensely focused on understanding patients and their diseases in order to develop transformative targeted medicines.

Our most advanced product candidate, nirogacestat, is an oral, small molecule gamma secretase inhibitor currently in development for the treatment of desmoid tumors, a rare and often debilitating and disfiguring soft tissue tumor for which there are currently no therapies approved by the U.S. Food and Drug Administration, or FDA. We believe nirogacestat may address the significant limitations associated with existing treatment options and has the potential to become the first therapy approved by the FDA for both newly diagnosed and previously treated desmoid tumors. Since we licensed nirogacestat from Pfizer Inc., or Pfizer, in August 2017, the FDA has granted us Orphan Drug Designation, Fast Track Designation and Breakthrough Therapy Designation for this indication, and the European Commission granted Orphan Drug Designation to nirogacestat for the treatment of soft tissue sarcoma. In May 2019, we announced the initiation of the DeFi trial, a registrational, double-blind, placebo-controlled Phase 3 trial evaluating the efficacy, safety and tolerability of nirogacestat for the treatment of adult patients with progressing desmoid tumors. In May 2022, we announced positive topline results from the DeFi trial, and we presented additional data from the DeFi trial at the European Society for Medical Oncology Congress in September 2022. The DeFi trial met its primary endpoint of improving progression-free survival, or PFS, demonstrating a statistically significant improvement for nirogacestat over placebo, with a 71% reduction in the risk of disease progression (hazard ratio (HR) = 0.29 (95% CI: 0.15, 0.55); $p < 0.001$). The median Kaplan-Meier estimate of PFS was not reached in the nirogacestat arm and was 15.1 months in the placebo arm. A PFS benefit was observed across all prespecified subgroups, including gender, tumor location, prior treatment or surgery, and mutational status. Confirmed objective response rate (complete response + partial response) based on RECIST v1.1 was 41% with nirogacestat versus 8% with placebo ($p<0.001$). The complete response rate was 7% in the nirogacestat arm and 0% in the placebo arm. Nirogacestat demonstrated statistically significant and clinically meaningful improvements in patient-reported outcomes, or PROs, which were key secondary endpoints of the study. Specifically, nirogacestat significantly reduced pain ($p<0.001$) and other desmoid tumor-specific symptoms ($p<0.001$) and also significantly improved physical/role functioning ($p<0.001$) and overall health-related quality of life ($p=0.007$). Most PRO benefits were observed as early as Cycle 2, which was the first timepoint for post-treatment evaluation, and were sustained over the duration of the study. Nirogacestat exhibited a manageable safety profile in the DeFi trial, with 95% of all treatment-emergent adverse events, or TEAEs, reported as Grade 1 or 2. The most frequently reported TEAEs in participants receiving nirogacestat as compared to the placebo arm were diarrhea (84% versus 35%), nausea (54% versus 39%), and fatigue (51% versus 36%). Forty-two percent of patients in the nirogacestat arm versus 0% in the placebo arm required dose reductions due to TEAEs, and

20% of patients in the nirogacestat arm versus 1% in the placebo arm discontinued treatment due to TEAEs. Ovarian dysfunction, which was defined by investigator-reported events of amenorrhea, premature menopause, menopause, and ovarian failure, was observed in 75% (27/36) of women of childbearing potential receiving nirogacestat. These events resolved in 74% (20/27) of the affected participants, including 64% (9/14) of such participants who remained on nirogacestat treatment and 100% (11/11) of those participants who discontinued treatment for any reason. We plan to submit a New Drug Application, or NDA, to the FDA under its Real-Time Oncology Review program in the fourth quarter of 2022.

We are also evaluating nirogacestat for the treatment of ovarian granulosa cell tumors, a subtype of ovarian cancer. In September 2022, we announced that the first patient had been dosed in a Phase 2 trial evaluating nirogacestat as a monotherapy in patients with recurrent ovarian granulosa cell tumors.

Our second product candidate is mirdametinib, an oral, small molecule MEK inhibitor currently in development for the treatment of neurofibromatosis type 1-associated plexiform neurofibromas, or NF1-PN, a rare tumor of the peripheral nerve sheath that causes significant pain and disfigurement, and that most often manifests in children. We believe that mirdametinib has the potential to offer a best-in-class profile in order to enable the long-term treatment required for this patient population, as compared to other MEK inhibitors. As with nirogacestat, we licensed mirdametinib from Pfizer in August 2017; since then, the FDA has granted mirdametinib both Orphan Drug Designation and Fast Track Designation for NF1-PN, and the European Commission has granted mirdametinib Orphan Drug Designation for NF1. In October 2019, we announced the initiation of the ReNeu trial, a potentially registrational Phase 2b clinical trial of mirdametinib for pediatric and adult patients with NF1-PN. In February 2021, we reported interim clinical data from the first 20 adult patients enrolled in the Phase 2b ReNeu trial, and updated interim clinical data from these patients were presented in June 2021 at the Children's Tumor Foundation NF Conference. In November 2021, we announced full enrollment of the ReNeu trial.

We are also evaluating mirdametinib for the treatment of solid tumors harboring mitogen activated protein kinase, or MAPK, aberrations, in both monotherapy and combination approaches. In June 2021, we announced the initiation of Phase 1/2 clinical trial of mirdametinib in children and young adults with low-grade glioma. The study is sponsored by St. Jude Children's Research Hospital and supported by SpringWorks. In August 2021, we announced the evaluation of mirdametinib in a Phase 1b/2a platform study sponsored by Memorial Sloan Kettering Cancer Center and supported by SpringWorks to explore the compound both as a monotherapy and as a combination therapy in advanced solid tumors harboring MAPK-activating mutations. The trial, which initiated in the third quarter of 2021, is initially exploring mirdametinib in two patient cohorts: the first in combination with fulvestrant, a selective estrogen receptor degrader, in patients with estrogen receptor-positive metastatic breast cancer with MAPK alterations (particularly inactivating mutations in NF1), and as a monotherapy in advanced solid tumors harboring oncogenic MEK1 or MEK2 mutations.

In addition to our late-stage programs in rare oncology indications, we have expanded our portfolio to develop targeted therapies for the treatment of highly prevalent hematologic malignancies and genetically defined metastatic solid tumors. To advance this strategy, we are taking a precision medicine approach in collaboration with industry leaders. In hematologic malignancies, we have announced collaborations with GSK plc, formerly GlaxoSmithKline plc, or GSK, Janssen Biotech, Inc., Pfizer, Allogene Therapeutics, Inc., or Allogene, Precision BioSciences, Inc., Seagen, Inc., AbbVie Inc and Regeneron Pharmaceuticals, Inc., or Regeneron, to develop novel combination regimens of nirogacestat alongside our collaborators' B-cell maturation antigen, or BCMA, directed therapies for the treatment of multiple myeloma. In addition to our industry collaborations with leading BCMA-directed therapy developers, we are working with the Fred Hutchinson Cancer Research Center and Dana-Farber Cancer Institute to further explore nirogacestat's ability to potentiate BCMA-directed therapies as part of sponsored research agreements. In October 2021, we announced an update from our ongoing clinical collaboration with GSK evaluating nirogacestat in combination with belantamab mafodotin (belamaf) in patients with relapsed or refractory multiple myeloma, or RRMM; the initiation of an expanded Phase 2 cohort from the first combination dose level that evaluated 0.95 mg/kg dose of belamaf every three weeks plus nirogacestat based on encouraging preliminary data observed in the Phase 1 cohort. We also announced the addition of two new sub-studies that will explore belamaf plus nirogacestat in combination with (i) pomalidomide plus dexamethasone and (ii) lenalidomide plus dexamethasone in patients with RRMM, both of which were initiated and began dosing patients in the third quarter of 2022. In June 2022, initial clinical data from the Phase 1/2 study evaluating nirogacestat in combination with belamaf in patients with RRMM were presented at the 2022 American Society of Clinical Oncology, or ASCO, Annual Meeting. At the time of data cut-off, the ORR at low-dose (0.95 mg/kg) belamaf plus nirogacestat across the dose exploration, or DE, and cohort expansion, or CE, arms was 38% in 24 patients, with 17% of patients achieving a very good partial response, or VGPR, or better. The ORR of the belamaf monotherapy control arm was 50% in 14 patients, with 0% of patients achieving a VGPR or better. An encouraging safety profile for the combination was observed, with Grade 3 ocular adverse events occurring in 1/14 (7%) patients in the low-dose belamaf plus nirogacestat combination compared to 7/14 patients (50%) in the belamaf monotherapy arm, using the Keratopathy Visual Acuity ocular toxicity grading scale. The DE cohort utilized the CTCAE-5 ocular toxicity grading scale; the low-dose belamaf plus nirogacestat combination demonstrated Grade 3 ocular adverse events in 2/10 (20%) patients. In September 2022, we announced an expansion of our ongoing, non-exclusive clinical collaboration with GSK to include the potential for continued development and commercialization of the combination of nirogacestat and belamaf in earlier lines of treatment, including newly diagnosed multiple myeloma. In August 2022, Allogene announced that it has decided not to advance ALLO-715 in

combination with nirogacestat into dose expansion cohorts. Accordingly, no further enrollment is expected in the ongoing Phase 1 study with Allogene.

In genetically defined metastatic solid tumors, our current clinical-stage efforts center on the MAPK pathway. In collaboration with BeiGene, Ltd., or BeiGene, we are exploring the combination of mirdametinib with BeiGene's lifirafenib in RAS mutated and other MAPK aberrant cancers. In addition, we are exploring the use of BGB-3245 in a distinct set of genetically defined BRAF mutated tumors via MapKure, LLC, or MapKure, an entity jointly owned by us and BeiGene. In June 2022, we presented initial clinical data from the ongoing Phase 1/2 study evaluating mirdametinib in combination with lifirafenib in patients with advanced solid tumors with MAPK-activating mutations and the ongoing Phase 1 study evaluating BGB-3245 in patients with advanced solid tumors with BRAF or RAS mutations, providing evidence of a manageable safety profile and clinical activity in a variety of solid tumor types with MAPK-activating mutations for each program.

Together, we believe that our portfolio provides multiple opportunities for value creation across three distinct categories of oncology programs, each of which has the potential to provide meaningful clinical benefit to patients suffering from severe rare diseases and cancer. In our late-stage rare oncology programs, we believe that our two most advanced phase trials with nirogacestat and mirdametinib each have best-in-class potential for the patient populations in which they are being advanced. In our malignant hematology programs, we believe that nirogacestat has the potential to become a cornerstone of BCMA combination therapy in multiple myeloma and we are seeking to achieve this goal by working with partners developing BCMA-targeted agents across modalities. In our biomarker defined metastatic solid tumor programs, we believe that our precision medicine approach to cancers harboring mutations in key MAPK pathway genes, such as *RAS* and *BRAF*, provides the opportunity for meaningful clinical benefit for biomarker defined patient populations.

Furthermore, we intend to continue to build our portfolio by licensing additional programs with strong biological rationales and validated mechanisms of action, such as the TEA Domain, or TEAD, inhibitor program that we in-licensed from Katholieke
Universiteit Leuven, or KU Leuven and the Flanders Institute for Biotechnology, and the portfolio of epidermal growth factor receptor small molecule inhibitors that we in-licensed from Dana-Farber Cancer Institute. We also plan to continue using shared-value partnerships to maximize the potential of our therapies to serve patients. We continue to invest in building leading preclinical development, clinical development and commercial capabilities and have focused on structuring innovative partnerships that seek to align incentives and optimize business outcomes for each party involved. We believe that this approach will continue to allow us to expand our shared-value relationships with innovators, maximize the potential of our existing and future portfolio, and support the building of a scalable and sustainable business focused on the efficient advancement and commercialization of product candidates that hold the potential to transform the lives of patients living with severe rare diseases and cancer.

Recent Developments

In September 2022, we announced that the first patient had been dosed in a Phase 2 trial evaluating nirogacestat as a monotherapy in patients with recurrent ovarian granulosa cell tumors.

In September 2022, as described in greater detail above, we presented data from the DeFi trial, a double-blind, placebo-controlled Phase 3 trial evaluating the efficacy, safety and tolerability of nirogacestat in adult patients with progressing desmoid tumors, at the European Society for Medical Oncology Congress 2022. Positive topline results from the DeFi trial were announced in May 2022.

In September 2022, we entered into an expanded global, non-exclusive license and collaboration agreement with GSK, or the GSK License Agreement, for nirogacestat in combination with either belantamab mafodotin (belamaf), or with any other cytotoxic antibody-drug conjugate targeting BCMA derived from belantamab that is controlled by GSK, either alone as a combination therapy, or together with other pharmaceutical agents. Concurrent with the execution of such agreement, we entered into a stock purchase agreement, or the Stock Purchase Agreement, with an affiliate of GSK, Glaxo Group Limited, or GGL, under which GGL purchased 2,050,819 shares of our common stock, par value $0.0001 per share, or Common Stock, in a private placement transaction for an aggregate purchase price of approximately $75.0 million, or $36.57 per share. The shares were sold at a 25% premium to the volume-weighted average share price of Common Stock for a specified 30-day period prior to entering into the Stock Purchase Agreement. We are also eligible to receive up to $550.0 million in additional payments based on reaching certain development and commercial milestones. We retain full commercial rights to nirogacestat. Additionally, SpringWorks will supply nirogacestat for future belamaf clinical trials and will seek to make nirogacestat commercially available in markets where approval has been sought by GSK for combination with belamaf. GSK will continue to fund all development costs, except for those related to the supply of nirogacestat and certain expenses related to intellectual property rights.

In September 2022, we and certain accredited investors, or the Investors, entered into a securities purchase agreement pursuant to which we agreed to sell and issue to the Investors in a private placement transaction, or Private Placement, an aggregate of

8,650,520 shares of Common Stock at a purchase price of $26.01 per share. Upon closing of the Private Placement, we received gross proceeds of approximately $225 million, and after deducting commissions and offering costs, net proceeds were approximately $216.8 million. In connection with the Private Placement, the Company and the Investors also entered into a registration rights agreement providing for the registration for resale of the shares of Common Stock. The shares were registered for resale pursuant to the Company's registration statement on Form S-3, or the Registration Statement, filed with the SEC on October 6, 2020 and the prospectus supplement relating to the shares filed with the SEC on September 26, 2022.

In August 2022, we sold 2,247,500 shares of Common Stock under our at-the-market offering program, or ATM Program, for gross proceeds of $69.7 million, less commissions of $1.9 million for net proceeds of $67.8 million.

In June 2022, as described in greater detail above, initial clinical data from the Phase 1/2 study evaluating nirogacestat in combination with belantamab mafodotin (belamaf), GSK's antibody drug conjugate targeting BCMA, in patients with RRMM were presented at the 2022 ASCO Annual Meeting. Long-term follow-up data from a Phase 2 study sponsored by the National Cancer Institute, or NCI, evaluating nirogacestat in patients with progressing desmoid tumors were also presented at the 2022 ASCO Annual Meeting.

In June 2022, we made an additional investment in MapKure and purchased 4,200,000 Series B preferred units of MapKure for $4.2 million pursuant to the terms of a Series B preferred unit purchase agreement. Pursuant to the agreement, we are obligated to purchase an additional 2,800,000 Series B preferred units of MapKure for $2.8 million at a second closing to be held in the first quarter of 2023.

In April 2022, we entered into a clinical trial collaboration and supply agreement with Regeneron to evaluate nirogacestat in combination with REGN5458, Regeneron's investigational bispecific antibody targeting CD3 and BCMA, in patients with RRMM. Pursuant to the terms of the agreement, other than expenses related to the manufacturing and supply of nirogacestat and certain expenses related to intellectual property rights, Regeneron is responsible for the clinical development and will assume all costs associated with the study.

COVID-19 Impact

In December 2019, a novel strain of coronavirus, severe acute respiratory syndrome coronavirus 2, or SARS-CoV-2, was identified in Wuhan, China. On March 11, 2020, the World Health Organization designated the outbreak of COVID-19, the disease associated with SARS-CoV-2, as a global pandemic. The disease continues to spread, including emerging variant strains of COVID-19, in the areas in which we operate. Governments and businesses around the world have taken unprecedented actions to mitigate the spread of COVID-19, including, but not limited to, shelter- in-place orders, quarantines, significant restrictions on travel, as well as restrictions that prohibit many employees from going to work. Since the onset of the COVID-19 pandemic, we have undertaken a number of business continuity measures to mitigate potential disruption to our operations and in order to preserve the integrity of our research and development programs. To date, we have not experienced any material disruptions to the execution of the research and development activities that we currently have underway; however, as a result of the COVID-19 pandemic, or any impacts of emerging variant strains of the COVID-19 virus, stagnant vaccination rates and related factors, we may experience disruptions that could impact our research and development timelines and outcomes. We will continue to evaluate the impact of the ongoing COVID-19 pandemic, along with the impact of emerging variants, on our business. While the extent to which COVID-19 impacts our future results will depend on future developments, including the duration, spread and intensity of the pandemic (including any resurgences), the impact of emerging variant strains of the COVID-19 virus and the rollout of COVID-19 vaccines, all of which remain uncertain and difficult to predict, it is possible that the global pandemic and its associated economic impacts could result in a material impact to our business, future financial condition, results of operations and cash flows.

Based on our cash, cash equivalents and marketable securities balance as of September 30, 2022, of $651.9 million, management estimates that its current liquidity position will enable it to meet operating expenses into 2026. For further details on our liquidity position, see the "Results of Operations."

Components of our results of operations

Revenue

We have not generated any commercial revenue from the sale of products. If our development efforts for our current product candidates or additional product candidates that we may develop in the future are successful and can be commercialized, we may generate revenue in the future from product sales. We may enter into collaboration and license agreements from time to time that provide for certain payments to us which may be accounted for as revenue from such collaboration or license agreements.

Operating expenses

Research and development expenses

Our research and development expenses consist of expenses incurred in connection with the development of our product candidates. These expenses include:

- employee-related expenses, which include salaries, benefits and stock-based compensation for our research and development personnel;
- fees paid to consultants for services directly related to our research and development programs;
- expenses incurred under agreements with third-party contract research organizations, or CROs, investigative clinical trial sites, academic institutions and consultants that conduct research and development activities on our behalf or in collaboration with us;
- costs associated with preclinical studies and clinical trials;
- costs associated with the manufacture of drug substance and finished drug product for preclinical testing and clinical trials;
- costs associated with technology and intellectual property licenses; and
- an allocated portion of facilities and facility-related costs, which include expenses for rent and other facility-related costs and other supplies.

External costs for research and development expenses are tracked on a program-by-program basis. Internal costs for research and development expenses, such as compensation-related costs for our research and development employees, as well as depreciation and other indirect costs, are not tracked on a program-by-program basis.

Expenditures for clinical development, including upfront licensing fees and milestone payments associated with our product candidates, are charged to research and development expense as incurred. These expenses consist of expenses incurred in performing development activities, including salaries and benefits, materials and supplies, preclinical expenses, clinical trial and related clinical manufacturing expenses, depreciation of equipment, contract services and other outside expenses. Costs for certain development activities, such as manufacturing and clinical trials, are recognized based on an evaluation of the progress to completion of specific tasks using either time-based measures or data such as information provided to us by our vendors on actual activities completed or costs incurred.

We expect our research and development expenses to increase substantially for the foreseeable future as we continue to invest in activities related to developing our product candidates and our preclinical programs, and as certain product candidates advance into later stages of development, including the DeFi trial and the ReNeu trial. The process of conducting the necessary clinical trials to obtain regulatory approval is costly and time-consuming, and the successful development of our product candidates is highly uncertain. As a result, we are unable to determine the duration and completion costs of our research and development projects or when and to what extent we will generate revenue from the commercialization and sale of any of our product candidates.

General and administrative expenses

General and administrative expenses consist primarily of salaries and related costs, including stock-based compensation, for personnel in executive, finance, corporate, commercial, business development and administrative functions. General and administrative expenses also include legal fees relating to patent and corporate matters; professional fees for accounting, auditing, tax and administrative consulting services; insurance costs; administrative travel expenses; and facility-related expenses, which include direct depreciation costs and allocated expenses for rent and maintenance of facilities and other operating costs.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support the continued development of our product candidates and expand operations to support the organization.

Interest and other income

Interest and other income consists primarily of interest income. Interest income consists of interest earned on our cash, cash equivalents and available-for-sale marketable securities.

Equity investment loss

The equity investment loss represents the Company's share of losses from the MapKure investment, which is accounted for using the equity method of accounting.

Results of Operations

Comparison of the three months ended September 30, 2022 and September 30, 2021

The following table summarizes our results of operations for the three months ended September 30, 2022 and September 30, 2021:

	Three Months Ended September 30,			
(in thousands)	**2022**	**2021**	**$ Change**	**% Change**
Operating Expenses:				
Research and development	$ 36,067	$ 22,866	$ 13,201	58 %
General and administrative	35,673	18,029	17,644	98 %
Total operating expenses	71,740	40,895	30,845	75 %
Loss from operations	(71,740)	(40,895)	(30,845)	75 %
Interest and other income (expense):				
Other expense, net	(74)	(58)	(16)	28 %
Interest income, net	912	179	733	409 %
Total interest and other income	838	121	717	593 %
Equity investment loss	(1,486)	(267)	(1,219)	457 %
Net loss	$ (72,388)	$ (41,041)	$ (31,347)	76 %

Research and Development

Research and development expense increased by $13.2 million to $36.1 million for the three months ended September 30, 2022 from $22.9 million for the three months ended September 30, 2021, an increase of 58%.

The increase in research and development expense was primarily attributable to an increase of $8.5 million in external costs related to drug manufacturing, clinical trial and other research and a $6.0 million increase in internal costs driven by the growth in employee costs associated with increases in the number of personnel, including an increase in stock-based compensation expense.

General and Administrative

General and administrative expense was $35.7 million for the three months ended September 30, 2022, an increase of $17.6 million from $18.0 million for the three months ended September 30, 2021.

The increase in general and administrative expense was primarily attributable to a $9.2 million increase in internal costs driven by the growth in employee costs associated with increases in the number of personnel, including an increase in stock-based compensation expense as we continue to expand our operations to support the organization, and an $8.0 million increase in information technology costs and consulting and professional services, including legal, regulatory and compliance, as we continue to build new capabilities, including commercial.

Comparison of the nine months ended September 30, 2022 and September 30, 2021

The following table summarizes our results of operations for the nine months ended September 30, 2022 and September 30, 2021:

	Nine Months Ended September 30,			
(in thousands)	**2022**	**2021**	**$ Change**	**% Change**
Operating Expenses:				
Research and development	$ 108,194	$ 72,332	$ 35,862	50 %
General and administrative	94,026	45,340	48,686	107 %
Total operating expenses	202,220	117,672	84,548	72 %
Loss from operations	(202,220)	(117,672)	(84,548)	72 %
Interest and other income (expense):				
Other expense, net	(291)	(96)	(195)	203 %
Interest income, net	1,482	617	865	140 %
Total interest and other income	1,191	521	670	129 %
Equity investment loss	(2,210)	(687)	(1,523)	222 %
Net loss	$ (203,239)	$ (117,838)	$ (85,401)	72 %

Research and Development

Research and development expense increased by $35.9 million to $108.2 million for the nine months ended September 30, 2022 from $72.3 million for the nine months ended September 30, 2021, an increase of 50%.

The increase in research and development expense was primarily attributable to a $27.8 million increase in internal costs driven by the growth in employee costs associated with increases in the number of personnel, including an increase in stock-based compensation expense, and an increase of $19.7 million in external costs related to drug manufacturing, clinical trial and other research, partially offset by an $11.0 million decrease in licensing costs related to the nonrefundable upfront payment to KU Leuven and VIB for the in-licensing of the TEAD inhibitor program in May 2021.

General and Administrative

General and administrative expense was $94.0 million for the nine months ended September 30, 2022, an increase of $48.7 million or 107% from $45.3 million for the nine months ended September 30, 2021.

The increase in general and administrative expense was primarily attributable to a $27.0 million increase in internal costs driven by the growth in employee costs associated with increases in the number of personnel, including an increase in stock-based compensation expense as we continued to expand our operations to support the organization, and a $20.0 million increase in information technology costs and consulting and professional services, including legal, regulatory and compliance, as we continue to build new capabilities, including commercial.

Liquidity and Capital Resources

Sources of Liquidity

We have incurred operating losses and experienced negative operating cash flows since our inception and anticipate that we will continue to incur losses for at least the foreseeable future. Our net loss was $203.2 million and $117.8 million for the nine months ended September 30, 2022 and 2021, respectively. We had an accumulated deficit of $495.8 million and $292.5 million as of September 30, 2022 and December 31, 2021, respectively. Based on our cash, cash equivalents and marketable securities balances as of September 30, 2022, management estimates that our liquidity position will enable it to meet operating expenses through at least twelve months after the date that this Quarterly Report is filed. Our marketable securities consist of high-quality, highly liquid available-for-sale debt securities including corporate debt securities, U.S. government securities, non-U.S. government securities, and commercial paper.

At-the-Market Program

In August 2022, the Company sold 2,247,500 shares of Common Stock as part of its ATM Program, for gross proceeds of $69.7 million, less commissions and other fees of $1.9 million for net proceeds of $67.8 million. Shares offered and sold in the ATM Program were issued pursuant to the Company's registration statement on Form S-3, or Registration Statement, filed with the SEC on October 6, 2020, the prospectus supplement relating to the ATM Program filed with the SEC on February 25, 2021, and any applicable additional prospectus supplements related to the ATM Program that form a part of the Registration Statement. As of September 30, 2022, the Registration Statement permits the Company to offer and sell Common Stock having an aggregate value of approximately $130.3 million through the Company's selling agent under the ATM Program.

Private Placements

In September 2022, the Company and the Investors, entered into a securities purchase agreement pursuant to which the Company agreed to sell and issue to the Investors in the Private Placement, an aggregate of 8,650,520 shares of Common Stock at a purchase price of $26.01 per share. Upon closing of the Private Placement, the Company received gross proceeds of approximately $225 million, and after deducting commissions and offering costs, net proceeds were approximately $216.8 million.

In September 2022, we entered into the GSK License Agreement and concurrent with the execution of such agreement, the Company entered into the Stock Purchase Agreement, with GGL, under which GGL purchased 2,050,819 shares of Common Stock in a private placement transaction for an aggregate purchase price of approximately $75.0 million, or $36.57 per share. The shares were sold at a 25% premium to the volume-weighted average share price of Common Stock for a specified 30-day period prior to entering into the Stock Purchase Agreement. The fair value of the Common Stock based on the closing price of Common Stock on the day prior to the effective date of the Stock Purchase Agreement was $55.5 million and was recorded to equity. The Company recorded the consideration received in excess of the fair value of the Common Stock of $19.5 million as deferred revenue.

Cash Flows

The following table provides information regarding our cash flows for the nine months ended September 30, 2022 and September 30, 2021:

	Nine Months Ended September 30,	
(in thousands)	**2022**	**2021**
Net cash used in operating activities	$ (107,363)	$ (81,561)
Net cash provided by investing activities	139,413	27,411
Net cash provided by financing activities	340,404	913
Net increase (decrease) in cash and cash equivalents	372,454	(53,237)
Cash and cash equivalents including Restricted cash, beginning of period	104,526	147,654
Cash and cash equivalents including Restricted cash, end of period	$ 476,980	$ 94,417

Net Cash Used in Operating Activities

Net cash used in operating activities was $107.4 million for the nine months ended September 30, 2022, which was driven by a net loss of $203.2 million, partially offset by stock-based compensation expense of $54.0 million, a net decrease from changes in operating assets and liabilities of $38.3 million, an equity investment loss of $2.2 million and non-cash operating lease expense of $0.8 million. Net cash used in operating activities was $81.6 million for the nine months ended September 30, 2021, driven by a net loss of $117.8 million offset by stock-based compensation expense of $26.6 million, a net increase from changes in operating assets and liabilities of $7.9 million, non-cash operating lease expense of $0.8 million and an equity investment loss of $0.7 million.

Net Cash Provided by Investing Activities

Net cash provided by investing activities was $139.4 million for the nine months ended September 30, 2022 and net cash provided by investing activities was $27.4 million for the nine months ended September 30, 2021. Net cash provided by investing activities for the nine months ended September 30, 2022 was driven by the sale and maturities of available-for-sale debt securities of $220.0 million, partially offset by purchases of available-for-sale debt securities of $68.0 million, capital expenditures of $8.4 million and our June 2022 investment in MapKure of $4.2 million. Net cash provided by investing activities for the nine months ended September 30, 2021 related to the sale and maturity of available-for-sale debt securities of

$246.8 million, partially offset by the purchase of available-for-sale debt securities of $218.9 million and capital expenditures of $0.5 million.

Net Cash Provided by Financing Activities

Net cash provided by financing activities for the nine months ended September 30, 2022 of $340.4 million was driven by proceeds from issuance of Common Stock of $340.1 million. Net cash provided by financing activities for the nine months ended September 30, 2021 consisted of proceeds from stock option exercises.

Funding Requirements

Our primary use of cash is to fund operating expenses, including our research and development programs, as well as our commercialization activities and corporate operations. Cash used to fund operating expenses is impacted by the timing of when we pay these expenses, as reflected in the change in our outstanding accounts payable, accrued expenses and prepaid expenses.

Our future funding requirements will depend on many factors, including the following:

- the initiation, progress, timing, costs and results of preclinical studies and clinical trials for our product candidates, including the DeFi trial and the ReNeu trial;
- the clinical development plans we establish for our product candidates;
- the number and characteristics of product candidates that we develop;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA, the European Medicines Agency, or EMA, and other comparable foreign regulatory authorities;
- the terms of our existing and any future license or collaboration agreements we may choose to enter into, including the amount of upfront, milestone and royalty obligations;
- the other costs associated with in-licensing new technologies, such as any increased costs of research and development and personnel;
- the cost of filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties against us or our product candidates;
- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale outsourced manufacturing activities;
- the cost of establishing sales, marketing and distribution capabilities for any product candidates for which we may receive regulatory approval in regions where we choose to commercialize our products on our own; and
- the degree of commercial success achieved following the successful completion of development and regulatory approval activities for a product candidate.

We will need additional funds to meet operational needs and capital requirements for clinical trials, other research and development expenditures, commercial activities and business development efforts. Because of the numerous risks and uncertainties associated with the development and commercialization of our product candidates, we are unable to estimate the amounts of increased capital outlays and operating expenditures associated with our current and anticipated clinical studies.

Until such time, if ever, as we can generate substantial product revenue, we expect to finance our operations through a combination of equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution or licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, current ownership interests will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect rights of common stockholders. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making acquisitions or capital expenditures or declaring dividends. If we raise additional funds through collaborations, strategic alliances or marketing, distribution or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings or other arrangements when needed, we may be required to delay, limit, reduce or terminate our research, product development or future commercialization efforts, or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

Effects of Inflation

Although our operations are influenced by general economic conditions, we do not believe that inflation has had a material impact on our business, financial condition, or operating results during the periods presented.

Contractual Obligations

In October 2018, we entered into a lease for our corporate headquarters in Stamford, CT. In January 2022, we amended this lease agreement to extend the lease term through April 2028, with two five-year renewal options or one ten-year renewal option. Pursuant to the amendment, we are entitled to $0.5 million in tenant allowances, which may be used to offset certain future capital expenditures, and the lease payments increase by 2.5% in each year commencing December 1, 2022. The amendment was treated as a modification and the lease liability and operating lease right-of-use asset were updated to reflect minimum lease payments and any other adjustments.

As of September 30, 2022, the Company's future lease payments under non-cancelable leases with terms greater than one year are as follows:

(in thousands)	Operating Leases
2022	$ 103
2023	1,262
2024	1,155
2025	1,184
2026 and thereafter	2,881
Total lease payments	6,585
Less: imputed interest	(852)
Present value of lease liabilities	$ 5,733

During the nine months ended September 30, 2022, there were no other material changes to our contractual obligations and commitments than those described under the heading “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Contractual Obligations” in Part II Item 6. of our 2021 Form 10-K.

We enter into contracts in the normal course of business for clinical trials, preclinical studies, manufacturing and other services and products for operating purposes. These contracts generally provide for termination following a certain period after notice and therefore we believe that our non-cancelable obligations under these agreements are not material.

Critical Accounting Policies and Use of Estimates

This discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts and the related disclosures in the financial statements and accompanying notes. These accounting policies involve critical accounting estimates because they are particularly dependent on estimates and assumptions made by management about matters that are uncertain at the time the accounting estimates are made. We base our estimates on historical experience, known trends and other market-specific or relevant factors that we believe to be reasonable under the circumstances, the results of which form the basis of making judgments; however, because future events and their effects cannot be determined with certainty, actual results may differ from those estimates, judgments or assumptions, and such differences could be material. On an ongoing basis, we evaluate our estimates, judgments and assumptions, and adjust those estimates, judgments and assumptions when facts or circumstances change. Changes in estimates are recorded in the period in which they become known. Although we believe that these estimates are reasonable actual results could differ.

We describe our significant accounting policies in Note 3, Summary of Significant Accounting Policies, of the notes to the financial statements included in our 2021 Form 10-K. We discuss our critical accounting estimates in Item 7, Management’s Discussion and Analysis of Financial Condition and Results of Operations, in our 2021 Form 10-K. There have been no changes in our significant accounting policies or critical accounting estimates during the nine months ended September 30, 2022.

Item 3. Quantitative and Qualitative Disclosure About Market Risk

There were no material changes to our market risks from those described in Part II Item 7A. Quantitative and qualitative disclosures about market risk, of our 2021 Form 10-K.

Item 4. Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) of the Securities Exchange Act of 1934, as amended, or the Exchange Act, as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures as of the end of the period covered by this report were effective at a reasonable assurance level in ensuring that information required to be disclosed by us in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms; and (ii) accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely discussions regarding required disclosure. We believe that a control system, no matter how well designed and operated, cannot provide absolute assurance that the objectives of the control system are met, and no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within a company have been detected.

There have been no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the nine months ended September 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. Other Information

Item 1. Legal Proceedings

As of the date of this Quarterly Report on Form 10-Q, we are not a party to any material legal proceedings. In the future, we may be involved in various claims and legal proceedings relating to claims arising out of our operations. The outcome of litigation cannot be predicted with certainty and some lawsuits, claims or proceedings may be disposed of unfavorably to us, which could materially affect our financial condition or results of operations.

Item 1A. Risk Factors

Careful consideration should be given to the following risk factors, in addition to the other information set forth in this Quarterly Report on Form 10-Q and in other documents that we file with the Securities and Exchange Commission, or the SEC, in evaluating the Company and our business. Investing in our common stock involves a high degree of risk. If any of the following risks and uncertainties actually occurs, our business, prospects, financial condition and results of operations could be materially and adversely affected. The risks described below are not intended to be exhaustive and are not the only risks facing the Company. New risk factors can emerge from time to time, and it is not possible to predict the impact that any factor or combination of factors may have on our business, prospects, financial condition and results of operations. Those risk factors below denoted with an "" are newly added or have been materially updated from our Annual Report on Form 10-K for the year ended December 31, 2021, filed with the SEC on February 24, 2022.*

Summary of company-specific material risk factors

We have included a summary of the material risks that we believe are specific to SpringWorks. The summary does not include all material risks associated with our business and is not a conclusive ranking or prioritization of our risk factors. Further, placement of certain of these risks in the summary section as opposed to others does not constitute guidance that the risk factors included in the summary are the only material risks to consider when considering an investment in our securities. We believe that all risk factors presented in this Quarterly Report on Form 10-Q are important to an understanding of our company and should be given careful consideration. In addition, the summary of company-specific material risks does not include the appropriate level of detail necessary to fully understand these risks, and the corresponding risk factors that follow provide essential detail and context necessary to fully understand and appreciate these company-specific risks associated with our business.

Risks related to our research and development

- *Our business is highly dependent on the success of our lead product candidates, nirogacestat and mirdametinib, as well as the other product candidates in our pipeline. If we are unable to successfully complete clinical development of, obtain regulatory approval for, or commercialize our product candidates, or if we experience delays in doing so, our business will be materially harmed.**
- *We were not involved in the early development of our lead product candidates or in the development of third-party agents being developed in combination with our product candidates; therefore, we are dependent on third parties having accurately generated, collected, interpreted and reported data from certain preclinical and clinical trials for our product candidates.*
- *If our clinical trials fail to replicate positive results from earlier preclinical studies or clinical trials conducted by us or third parties, we may be unable to successfully develop, obtain regulatory approval for or commercialize our product candidates.*
- *Interim "topline" and preliminary data from our clinical trials that we announce or publish from time to time may change as more data become available, are not necessarily predictive of the final results of the completed study or the results of other ongoing or future studies and are subject to audit and verification procedures that could result in material changes.**
- *Although we have completed the double-blind portion of our DeFi trial, whose open-label extension portion remains ongoing, we have limited experience completing registrational clinical trials, and we may be unable to do so for additional product candidates we may develop.**
- *We expect to develop nirogacestat and mirdametinib, and potentially future product candidates, in combination with other therapies, and safety or supply issues with combination use products may delay or prevent development and approval of such product candidates.*
- *If we encounter difficulties enrolling patients in any of our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.*
- *The target patient populations of nirogacestat for the treatment of desmoid tumors and mirdametinib for the treatment of NF1-PN are small and have not been definitively determined, and if our estimates of the number of treatable patients is lower than expected, our potential revenues from sales of our product candidates, if approved, and our ability to achieve profitability would be compromised.*

Risks related to our reliance on third parties

- *We rely on third parties to conduct certain aspects of our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval for, or commercialize, any potential product candidates.*
- *Because we rely on third-party manufacturing and supply partners, our supply of preclinical and clinical development materials may become limited or interrupted or may not be of satisfactory quantity or quality, which could delay, prevent or impair our development or commercialization efforts.*
- *Despite entering into commercial manufacturing and supply agreements related to the supply of nirogacestat's active pharmaceutical ingredient and finished nirogacestat drug product, we have not yet manufactured on a commercial scale, nor have we entered into commercial supply arrangements with respect to our other product candidates, and we expect to rely on third parties to produce and process commercial quantities of our product candidates, if approved.**
- *We are dependent on a small number of suppliers for some of the materials used to manufacture our product candidates, and on one company for the manufacture of the active pharmaceutical ingredient for each of our product candidates.*

- *Our existing and future collaborations will be important to our business. If we are unable to maintain our existing collaborations or enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected. In addition, our collaborators have broad discretion in many aspects of their performance of collaboration activities and they may take actions with which we do not agree.*

Risks related to our intellectual property

- *We depend on intellectual property licensed from third parties, including from Pfizer Inc., or Pfizer, for our lead product candidates, and termination of any of these licenses could result in the loss of significant rights, which would harm our business.*
- *If we fail to comply with our obligations under our patent licenses with third parties, we could lose license rights that are important to our business.**

Risks related to government regulation

- *We have been granted Orphan Drug Designation for nirogacestat and mirdametinib and may seek Orphan Drug Designation for other product candidates, but we may be unable to obtain or maintain such designation or the benefits associated with such designation, including the potential for market exclusivity, which may negatively impact our financial performance.*
- *A portion of our manufacturing of our lead product candidates takes place in China, with additional capacity sourced from India, through third-party manufacturers. A significant disruption in the operation of those manufacturers, a trade war or political unrest could materially adversely affect our business, financial condition and results of operations.*

Risks related to managing our business and operations

- *We will need to grow the size of our organization, and we may experience difficulties in managing this growth.*
- *We have no history of commercializing marketed products and we have not yet implemented our commercialization operations. We are preparing for commercialization by investing significant time and money into building these capabilities. There can be no assurance that we will successfully set up our commercialization capabilities.*
- *We currently do not have the internal research capabilities required to independently discover new product candidates, and we plan to execute our growth strategy in part by identifying and in-licensing or acquiring additional product candidates that have been discovered and initially developed by others. We may not be successful in executing our growth strategy or such growth strategy may not deliver the anticipated results.*
- *Our current operations are concentrated in two locations, and we or the third parties upon whom we depend may be adversely affected by natural disasters, including those that may be related to climate change, or other unforeseeable or uncontrollable events and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.**

Risks related to our financial position and need for additional capital

- *We have incurred significant net losses since our inception and anticipate that we will incur net losses in the future.**
- *We have a limited operating history, which may make it difficult to evaluate our prospects and likelihood of success.**
- *We will require additional capital to fund our operations and if we fail to obtain necessary capital, we will not be able to complete the development and commercialization of our product candidates.**
- *Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.*

Risks related to our common stock

- *We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.*
- *Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.*
- *Anti-takeover provisions under our charter documents and Delaware law could delay or prevent a change of control which could limit the market price of our common stock and may prevent or frustrate attempts by our stockholders to replace or remove our current management.*
- *Our bylaws designate certain specified courts as the sole and exclusive forums for certain disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.*

Company-specific material risk factors

Risks related to our research and development

Our business is highly dependent on the success of our lead product candidates, nirogacestat and mirdametinib, as well as the other product candidates in our pipeline. If we are unable to successfully complete clinical development of, obtain regulatory approval for or commercialize our product candidates, or if we experience delays in doing so, our business will be materially harmed.*

To date, we have not yet completed any registrational clinical trials or the development of any product candidates. Our future success and ability to generate revenue from our product candidates, which we do not expect will occur for several years, if ever, is dependent on our ability to successfully develop, obtain regulatory approval for and commercialize one or more product candidates. In July 2020, we announced full enrollment in our registrational Phase 3 clinical trial of nirogacestat and we announced the initiation of a potentially registrational Phase 2b clinical trial of mirdametinib in October 2019. In May 2022, we announced positive topline results from our Phase 3 trial of nirogacestat, and in September 2022, we presented additional data from the Phase 3 trial at the European Society for Medical Oncology Congress. We plan to submit a New Drug Application, or NDA, to the U.S. Food and Drug Administration, or FDA, in the fourth quarter of 2022. If either of our lead product candidates encounter safety or efficacy problems, development delays or regulatory issues or other problems, including as a result of the ongoing COVID-19 pandemic, our development plans and business would be significantly harmed.

All of our other product candidates are in earlier stages of development and will require substantial additional investment for preclinical development, clinical development, regulatory review and approval in one or more jurisdictions.

We may not have the financial resources to continue development of, or to modify existing or enter into new collaborations for, a product candidate if we experience any issues that delay or prevent regulatory approval of, or our ability to commercialize, our product candidates, including:

- our inability to demonstrate to the satisfaction of the FDA, or comparable foreign regulatory authorities that our product candidates are safe and effective;
- our ability to establish commercial manufacturing processes and product supply arrangements;
- insufficiency of our financial and other resources to complete the necessary preclinical studies and clinical trials;
- negative or inconclusive results from our preclinical studies, clinical trials or the clinical trials of others for product candidates similar to ours, leading to a decision or requirement to conduct additional preclinical studies or clinical trials or abandon a program;
- product-related adverse events experienced by subjects in our clinical trials or by individuals using drugs or therapeutic biologics similar to our product candidates;
- delays in submitting an Investigational New Drug application, NDA, or comparable foreign applications, or delays or failure in obtaining the necessary approvals from regulators to commence a clinical trial or a suspension or termination of a clinical trial once commenced;
- conditions imposed by the FDA, the European Medicines Agency, or EMA, or comparable foreign regulatory authorities regarding the scope or design of our clinical trials;
- poor effectiveness of our product candidates during clinical trials;
- better than expected performance of control arms, such as placebo groups, which could lead to negative or inconclusive results from our clinical trials;
- delays in enrolling subjects in clinical trials;
- high drop-out rates of subjects from clinical trials;
- inadequate supply or quality of product candidates or other materials necessary for the conduct of our clinical trials;
- greater than anticipated clinical trial or manufacturing costs;
- unfavorable FDA, EMA or comparable regulatory authority inspection and review of a clinical trial site;
- failure of our third-party contractors or investigators to comply with regulatory requirements or otherwise meet their contractual obligations in a timely manner, or at all;
- delays and changes in regulatory requirements, policy and guidelines, including the imposition of additional regulatory oversight around clinical testing generally or with respect to our therapies in particular; or
- varying interpretations of data by the FDA, EMA and comparable foreign regulatory authorities.

We were not involved in the early development of our lead product candidates or in the development of third-party agents being developed in combination with our product candidates; therefore, we are dependent on third parties having accurately generated, collected, interpreted and reported data from certain preclinical and clinical trials for our product candidates.

We had no involvement with or control over the initial preclinical and clinical development of any of our lead product candidates or third-party agents being developed in combination with our product candidates. We are dependent on third parties having conducted their research and development in accordance with the applicable protocols and legal, regulatory and scientific standards; having accurately reported the results of all preclinical studies and clinical trials conducted with respect to such product candidates; and having correctly collected and interpreted the data from these trials. If these activities were not compliant, accurate or correct, the clinical development, regulatory approval or commercialization of our product candidates will be adversely affected.

If our clinical trials fail to replicate positive results from earlier preclinical studies or clinical trials conducted by us or third parties, we may be unable to successfully develop, obtain regulatory approval for or commercialize our product candidates.

Our preclinical studies or early clinical trials of our product candidates, whether conducted by us or third parties, may not necessarily be predictive of the results of later clinical trials that we conduct. Similarly, even if we are able to complete our planned clinical trials of our product candidates, positive results from such clinical trials may not be replicated in our subsequent preclinical studies or clinical trials.

Many companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials after achieving positive results in early-stage development, and we cannot be certain that we will not face similar setbacks. These setbacks have been caused by, among other things, preclinical findings made while clinical trials were underway or safety or efficacy observations made in preclinical studies and clinical trials, including previously unreported adverse events. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses and many companies that believed their product candidates performed satisfactorily in preclinical studies and clinical trials nonetheless failed to obtain FDA, EMA or comparable foreign regulatory authority approval. Furthermore, the approval policies or regulations of the FDA, EMA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval, which may lead to the FDA, EMA or comparable foreign regulatory authorities delaying, limiting or denying approval of our product candidates.

Interim "topline" and preliminary data from our clinical trials that we announce or publish from time to time may change as more data become available, are not necessarily predictive of the final results of the completed study or the results of other ongoing or future studies and are subject to audit and verification procedures that could result in material changes.*

From time to time, we may publicly disclose interim topline or preliminary data from our clinical trials, such as the interim data updates from adult patients in the ReNeu trial, our Phase 2b clinical trial of mirdametinib announced in February 2021 and June 2021, and positive topline results from the double-blind portion of the DeFi trial, our Phase 3 clinical trial of nirogacestat announced in May 2022, and additional data from the DeFi trial, which were presented at the European Society for Medical Oncology Congress in September 2022. Interim updates are based on a preliminary analysis of then-available data, and the data and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. We also make assumptions, estimations, calculations and conclusions as part of our analyses of data, and we may not have received or had the opportunity to fully and carefully evaluate all data. As a result, any topline results that we report may differ from future results of the same studies, or different conclusions or considerations may qualify such results, once additional data have been received and fully evaluated. For example, our interim data from the ReNeu trial reflected results from the first adult patients enrolled in the trial, but we have not yet reported final data from this trial across all patients, and those results may materially differ from our data in adults. Interim topline or preliminary data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim topline or preliminary data should be viewed with caution until the final data are available. In addition, we may report interim analyses of only certain endpoints rather than all endpoints. Interim data from clinical trials that we may complete are subject to the risk that one or more of the clinical outcomes may materially change as patient enrollment continues and more patient data become available. As a result, interim data may not be predictive of the final results of the same study or the results of ongoing or future studies. Differences between preliminary or interim data and final data could significantly harm our business prospects and may cause the trading price of our common stock to fluctuate significantly.

Furthermore, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is typically selected from a more extensive amount of available information. You or others may not agree with what we determine is the material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product, product candidate or our business. If the interim topline or preliminary data that we report differ from late, final or actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain

approval for, and commercialize, the product candidate being studied or any of our other product candidates may be harmed, which could harm our business, financial condition, results of operations and prospects.

Although we have completed the double-blind portion of our DeFi trial, whose open-label extension portion remains ongoing, we have limited experience completing registrational clinical trials, and we may be unable to do so for additional product candidates we may develop.*

We will need to successfully complete registrational clinical trials in order to obtain the approval of the FDA, EMA or comparable foreign regulatory authorities to market any product candidates. Carrying out clinical trials, including later-stage registrational clinical trials, is a complicated process. Although we reported positive topline data from the double-blind portion of the DeFi trial in May 2022 and additional data from the DeFi trial at the European Society for Medical Oncology Congress in September 2022, we have not, as an organization, previously completed any registrational clinical trials. In order to do so, we will need to continue to build and expand our clinical development and regulatory capabilities, and we may be unable to recruit and train qualified personnel. We also expect to continue to rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval of or commercialize any potential product candidates. Consequently, we may be unable to successfully and efficiently execute and complete necessary clinical trials in a way that leads to an NDA submission and approval of our product candidates. We may require more time and incur greater costs than our competitors and may not succeed in obtaining regulatory approval of any product candidates that we develop. Failure to commence or complete, or delays in, our planned clinical trials, could prevent us from or delay us in commercializing our product candidates.

We expect to develop nirogacestat and mirdametinib, and potentially future product candidates, in combination with other therapies, and safety or supply issues with combination use products may delay or prevent development and approval of such product candidates.

We intend to develop nirogacestat and mirdametinib, and likely other future product candidates, in combination with one or more other approved or unapproved rational therapies to treat cancer or other diseases. For example, we are currently evaluating mirdametinib in combination with lifirafenib, BeiGene Ltd.'s, or BeiGene's, RAF dimer inhibitor, and nirogacestat in combination with eight BCMA-directed therapies across modalities through our collaborations with industry leaders developing such therapies.

We will not be able to market and sell nirogacestat, mirdametinib or any product candidate we develop in combination with an unapproved cancer therapy for a combination indication if that unapproved cancer therapy does not ultimately obtain marketing approval either alone or in combination with our product. In addition, unapproved cancer therapies face the same risks described with respect to our product candidates currently in development and clinical trials, including the potential for serious adverse effects, delay in their clinical trials and lack of FDA approval.

Even if any product candidate we develop were to receive marketing approval or be commercialized for use in combination with other existing therapies, we would continue to be subject to the risks that the FDA, EMA or comparable foreign regulatory authorities outside of the United States, or U.S., could revoke approval of the therapy used in combination with our product or that safety, efficacy, manufacturing or supply issues could arise with any of those existing therapies. If the therapies we use in combination with our product candidates are replaced as the standard of care for the indications we choose for any of our product candidates, the FDA, EMA or comparable foreign regulatory authorities may require us to conduct additional clinical trials. The occurrence of any of these risks could result in our own products, if approved, being removed from the market or being less successful commercially.

If the FDA, EMA or comparable foreign regulatory authorities do not approve these other drugs or revoke their approval of, or if safety, efficacy, quality, manufacturing or supply issues arise with, the drugs we choose to evaluate in combination with our product candidate we develop, we may be unable to obtain approval of or market such combination therapy.

If we encounter difficulties enrolling patients in any of our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

The timely completion of clinical trials in accordance with their protocols depends, among other things, on our ability to enroll a sufficient number of patients who remain in the trial until its conclusion. We may experience difficulties in patient enrollment in our clinical trials for a variety of reasons, including:

- the patient eligibility and exclusion criteria defined in the protocol;
- the size of the patient population required for analysis of the clinical trial's primary endpoints;
- delays in our research programs or clinical supply chain resulting from factors related to the COVID-19 pandemic;

- the proximity of patients to clinical trial sites;
- the design of the clinical trial;
- our ability to recruit clinical trial investigators with the appropriate competencies and experience, and the ability of these investigators to identify and enroll suitable patients;
- perception of the safety profile of our product candidates;
- our ability to obtain and maintain patient consents; and
- the risk that patients enrolled in clinical trials will drop out of the trials before completion.

For example, we are developing nirogacestat for the treatment of desmoid tumors and mirdametinib for the treatment of NF1-PN, both of which are rare diseases with small patient populations. As a result, although we have completed enrollment in our DeFi and ReNeu trials, we may encounter difficulties enrolling subjects in other clinical trials for these product candidates due, in part, to the small size of these patient populations. In addition, our clinical trials will compete with other clinical trials for product candidates that are in the same therapeutic areas as our product candidates, and this competition will reduce the number and types of patients available to us, because some patients who might have opted to enroll in our trials may instead opt to enroll in a clinical trial being conducted by one of our competitors. Since the number of qualified clinical investigators is limited, we expect to conduct some of our clinical trials at the same clinical trial sites that some of our competitors use, which will reduce the number of patients who are available for our clinical trials in such clinical trial site. In addition, in the case of mirdametinib, we may face difficulty with enrollment due to physician or patient perception of an adverse tolerability profile.

Delays in patient enrollment may result in increased costs or may affect the timing or outcome of our clinical trials, which could prevent completion of these trials and adversely affect our ability to advance the development of our product candidates.

The target patient populations of nirogacestat for the treatment of desmoid tumors and mirdametinib for the treatment of NF1-PN are small and have not been definitively determined, and if our estimates of the number of treatable patients is lower than expected, our potential revenues from sales of our product candidates, if approved, and our ability to achieve profitability would be compromised.

Our estimates of both the number of patients who have the diseases we are targeting, as well as the subset of patients with these diseases in a position to receive our product candidates, if approved, are based on our beliefs and estimates, and these estimates may prove to be incorrect. These estimates have been derived from a variety of sources, including scientific literature, input from physicians that treat patients with the diseases we are targeting, patient foundations and secondary market research databases. Further, new studies may change the estimated incidence or prevalence of these diseases, and any regulatory approvals that we may receive for a product candidate may include limitations for use or contraindications that decrease the addressable patient population. Accordingly, the target patient populations may turn out to be lower than expected, in which case the potential revenues from sales of our product candidates, if approved, would be lower than expected.

Risks related to our reliance on third parties

We rely on third parties to conduct certain aspects of our preclinical studies and clinical trials. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or comply with regulatory requirements, we may not be able to obtain regulatory approval for, or commercialize, any potential product candidates.

We depend upon third parties to conduct certain aspects of our preclinical studies and depend on third parties, including independent investigators, to conduct our clinical trials, under agreements with universities, medical institutions, contract research organizations, or CROs, strategic partners and others. We expect to negotiate budgets and contracts with such third parties, which may result in delays to our development timelines and increased costs.

We commenced operations in August 2017, and we continue to build our infrastructure and hire personnel necessary to execute our operational plans. We rely especially heavily on third parties over the course of our clinical trials, and, as a result, may have limited control over the clinical investigators and limited visibility into their day-to-day activities, including with respect to their compliance with the approved clinical protocol. Nevertheless, we are responsible for ensuring that each of our clinical trials is conducted in accordance with the applicable protocol, legal and regulatory requirements and scientific standards, and our reliance on third parties does not relieve us of our regulatory responsibilities. We and these third parties are required to comply with good clinical practice, or GCP, requirements, which are regulations and guidelines enforced by the FDA and comparable foreign regulatory authorities for product candidates in clinical development. Regulatory authorities enforce these GCP requirements through periodic inspections of clinical trial sponsors, clinical investigators and clinical trial sites. If we or any of these third parties fail to comply with applicable GCP requirements, the clinical data generated in our clinical trials may be deemed unreliable and the FDA or comparable foreign regulatory authorities may require us to suspend or terminate these trials or perform additional preclinical studies or clinical trials before approving our marketing applications. We cannot be

certain that, upon inspection, such regulatory authorities will determine that any of our clinical trials comply with GCP requirements. In addition, our clinical trials must be conducted with product produced under current good manufacturing practice, or cGMP, requirements and may require a large number of patients.

Our failure or any failure by these third parties to comply with these regulations may require us to repeat clinical trials, which would delay the regulatory approval process. Moreover, our business may be adversely affected if any of these third parties violates federal or state fraud and abuse or false claims laws and regulations or healthcare privacy and security laws.

Any third parties conducting aspects of our preclinical studies or our clinical trials will not be our employees and, except for remedies that may be available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our preclinical studies and clinical programs. These third parties may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical trials or other product development activities, which could affect their performance on our behalf. If these third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the preclinical or clinical data they obtain is compromised due to the failure to adhere to our protocols or regulatory requirements or for other reasons, our development timelines, including clinical development timelines, may be extended, delayed or terminated and we may not be able to complete development of, obtain regulatory approval of or successfully commercialize our product candidates. As a result, our financial results and the commercial prospects for our product candidates would be harmed, our costs could increase and our ability to generate revenue could be delayed or precluded entirely.

If any of our relationships with these third-party CROs or others terminate, we may not be able to enter into arrangements with alternative CROs or other third parties or to do so on commercially reasonable terms.

Switching or adding additional CROs involves additional cost and requires management's time and focus. In addition, there is a natural transition period when a new CRO begins work. As a result, delays may occur, which can materially impact our ability to meet our desired development timelines. The ongoing COVID-19 pandemic and government measures taken in response have also had a significant impact on our CROs, and we expect that they may face further disruption in light of resurgences of COVID-19 and emerging variant strains thereof, stagnant vaccination rates and related factors, which may affect our ability to initiate and complete our pre-clinical studies and clinical trials. Though we carefully manage our relationships with our CROs, investigators and other third parties, there can be no assurance that we will not encounter challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition and prospects.

Because we rely on third-party manufacturing and supply partners, our supply of preclinical and clinical development materials may become limited or interrupted or may not be of satisfactory quantity or quality, which could delay, prevent or impair our development or commercialization efforts.

We rely on third-party contract manufacturers to manufacture all of our preclinical and clinical trial product supplies. We do not own manufacturing facilities for producing any product supplies. There can be no assurance that our preclinical and clinical development product supplies will not be limited, interrupted, of satisfactory quality or continue to be available at acceptable prices. In particular, any replacement of our manufacturers could require significant effort and expertise because there may be a limited number of qualified replacements.

The manufacturing process for a product candidate is subject to FDA, EMA and comparable foreign regulatory authority review. Suppliers and manufacturers must meet applicable manufacturing requirements and undergo rigorous facility and process validation tests required by regulatory authorities in order to comply with regulatory standards, such as cGMPs. In the event that any of our manufacturers fails to comply with such requirements or to perform its obligations to us in relation to quality, timing or otherwise, or if our supply of components or other materials becomes limited or interrupted for other reasons, we may be forced to manufacture the materials ourselves, for which we currently do not have the capabilities or resources, or enter into an agreement with another third party, which we may not be able to do on reasonable terms, if at all. In either scenario, our clinical trials supply could be delayed significantly as we establish alternative supply sources. In some cases, the technical skills or technology required to manufacture our product candidates may be unique or proprietary to the original manufacturer and we may have difficulty, or there may be contractual restrictions prohibiting us from, transferring such skills or technology to another third party and a feasible alternative may not exist. These factors would increase our reliance on such manufacturer or require us to obtain a license from such manufacturer in order to have another third-party manufacture our product candidates. If we are required to change manufacturers for any reason, we will be required to verify that the new manufacturer maintains facilities and procedures that comply with quality standards and with all applicable regulations and guidelines. The delays associated with the verification of a new manufacturer could negatively affect our ability to develop product candidates in a timely manner or within budget. Furthermore, a manufacturer may possess technology related to the manufacture of our product candidate that such manufacturer owns independently. This would increase our reliance on such

manufacturer or require us to obtain a license from such manufacturer in order to have another manufacturer manufacture our product candidates. In addition, changes in manufacturers often involve changes in manufacturing procedures and processes, which could require that we conduct bridging studies between our prior clinical supply and that of any new manufacturer. We may be unsuccessful in demonstrating the comparability of clinical supplies which could require the conduct of additional clinical trials.

Our or a third party's failure to execute on our manufacturing requirements and comply with cGMP could adversely affect our business in a number of ways, including:

- an inability to initiate or continue clinical trials of product candidates under development;
- delay in submitting regulatory applications, or receiving regulatory approvals, for product candidates;
- loss of the cooperation of an existing or future collaborator;
- subjecting third-party manufacturing facilities to additional inspections by regulatory authorities;
- requirements to cease distribution or to recall batches of our product candidates; and
- in the event of approval to market and commercialize a product candidate, an inability to meet commercial demands for our products.

In addition, we contract with packaging providers with the appropriate expertise, facilities and scale to meet our needs. Failure to maintain cGMP can result in a contractor receiving FDA sanctions, which can impact our ability to operate or lead to delays in any clinical development programs. We believe that our current packaging contractors operate in accordance with cGMP, but we can give no assurance that FDA, EMA or comparable foreign regulatory authorities will not conclude that a lack of compliance exists. In addition, any delay in contracting for packaging services, or failure of the contract manufacturer to perform the services as needed, may delay any clinical trials, registration and launches, which could negatively affect our business. The extent to which the ongoing COVID-19 pandemic impacts our ability to procure our preclinical and clinical trial product supplies will depend on the severity and duration of the spread of the virus (along with emergent variant strains thereof and stagnant vaccination rates) and the actions undertaken to contain COVID-19 or treat its effects, and may cause delays. If our current third-party contract manufacturers cannot perform as agreed, we may be required to replace such manufacturers and we may be unable to replace them on a timely basis or at all. Our current and anticipated future dependence upon others for the manufacture of our product candidates or products may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis.

Our product candidates and any drugs that we may develop may compete with other product candidates and drugs for access to manufacturing facilities. There are no assurances we would be able to enter into similar commercial arrangements with other manufacturers that operate under cGMP regulations and that might be capable of manufacturing for us. Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval.

Despite entering into commercial manufacturing and supply agreements related to the supply of nirogacestat's active pharmaceutical ingredient and finished nirogacestat drug product, we have not yet manufactured on a commercial scale, nor have we entered into commercial supply arrangements with respect to our other product candidates, and we expect to rely on third parties to produce and process commercial quantities of our product candidates, if approved.*

We expect to continue to rely on third-party manufacturers if we receive regulatory approval for our product candidates. We have only limited manufacturing and supply arrangements in place with respect to our product candidates. While we have agreements for the commercial supply of both nirogacestat active product ingredient and finished nirogacestat product, our supply arrangements for our product candidates other than nirogacestat are limited to non-commercial, development-stage manufacturing and supply. As a result, we do not yet have long-term supply arrangements with respect to such other product candidates. To the extent that we enter into future manufacturing arrangements with third parties for commercial supply of our product candidates, if approved, we will depend on these third parties to perform their obligations in a timely manner consistent with contractual and regulatory requirements, including those related to quality control and assurance.

Any performance failure on the part of our existing or future manufacturers could delay clinical development, marketing approval, or commercial supply, including with respect to nirogacestat. If our current suppliers, or future third-party manufacturers, cannot perform as agreed, or if such contract manufacturers choose to terminate their agreements with us, we would be required to replace such manufacturers. We may incur added costs, delays, and difficulties in identifying and qualifying any such replacement manufacturer or in reaching an agreement with any such alternative manufacturers. We will also need to verify, such as through a manufacturing comparability study, that any new supplier will produce our product candidate or product according to the specifications previously submitted to the FDA or another regulatory authority. In addition, changes in suppliers often involve changes in manufacturing procedures and processes, which could require that we conduct bridging studies between our prior clinical supply used in our clinical trials and that of any new supplier. The delays associated with the verification of a new supplier or comparability of new manufacturing processes could negatively affect our ability to develop product candidates or commercialize our product in a timely manner or within budget.

The facilities used by our contract manufacturers to manufacture our product candidates must also be approved by the FDA, EMA or comparable foreign regulatory authorities following inspections that will be conducted after we submit an application to the FDA, EMA or comparable foreign regulatory authorities. We do not directly control the manufacturing process of, and will be completely dependent on, our contract manufacturing partners for compliance with cGMP requirements for the manufacture of our product candidates. If our contract manufacturers cannot successfully manufacture material that conforms to our specifications and the strict regulatory requirements of the FDA, EMA or comparable foreign regulatory authorities, they will not be able to secure and/or maintain regulatory approval for their manufacturing facilities. In addition, we have no direct control over the ability of our contract manufacturers to maintain adequate quality control, quality assurance and qualified personnel. If the FDA, EMA or a comparable foreign regulatory authority does not approve these facilities for the manufacture of our product candidates or if it withdraws any approval in the future, we may need to find alternative manufacturing facilities, which would significantly impact our ability to develop, obtain regulatory approval for or market our product candidates, if approved.

We are dependent on a small number of suppliers for some of the materials used to manufacture our product candidates, and on one company for the manufacture of the active pharmaceutical ingredient for each of our product candidates.

We currently depend on a small number of suppliers for some of the materials used in, and processes required to develop, our product candidates. We cannot ensure that these suppliers or service providers will remain in business or have sufficient capacity or supply to meet our needs, or that they will not be purchased by one of our competitors or another company that is not interested in continuing to work with us. Our use of a small number of suppliers exposes us to several risks, including disruptions in supply, price increases or late deliveries. There are, in general, relatively few alternative sources of supply for substitute materials. Our current vendors may be unable or unwilling to meet our future demands for our clinical trials or commercial sale. Finding suitable replacement suppliers, materials and processes could take a substantial amount of time and it may be difficult to establish replacement suppliers who meet regulatory requirements. Any disruption or delay in supply could compromise our ability to pursue development and eventual commercialization of our product candidates.

Our existing and future collaborations will be important to our business. If we are unable to maintain our existing collaborations or enter into new collaborations, or if these collaborations are not successful, our business could be adversely affected. In addition, our collaborators have broad discretion in many aspects of their performance of collaboration activities and they may take actions with which we do not agree.

An important part of our strategy is to evaluate and, as deemed appropriate, extend our current, or enter into additional, partnerships in the future, including potentially with major biopharmaceutical companies. We have limited capabilities for product development and are currently in the process of building our preclinical research and development and commercial capabilities. Accordingly, we have entered into collaborations with other companies to provide us with important technologies in order to more fully develop our product candidates and we may enter into collaborations with other companies to provide us with important technologies or funding for our programs.

Any current or future collaborations we may extend or enter into may pose a number of risks, including the following:

- collaborators have significant discretion in determining the efforts and resources that they will apply;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development and commercialization of any product candidates that achieve regulatory approval or may elect not to continue or renew development or commercialization programs or license arrangements based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as a strategic transaction that may divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products and product candidates if the collaborators believe that the competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- for collaborations involving combination therapies that have not yet been tested together, treatment-emergent adverse events may be unforeseen and may negatively impact the monotherapy development of our product candidates;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- collaborators may fail to comply with applicable regulatory requirements regarding the development, manufacture, distribution or marketing of a product candidate or product;

- collaborators with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or terminations of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; and
- collaborations may be terminated by the collaborator, and, if terminated, we could lose license rights to the applicable product candidates or could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

Under our collaboration agreement with BeiGene, the combination of mirdametinib and lifirafenib is being evaluated in a Phase 1b/2 clinical trial. Additionally, under our eight collaboration agreements with industry leading BCMA-directed therapy developers, the combination of nirogacestat and the BCMA-directed therapy of each such developer is being evaluated in relapsed or refractory multiple myeloma patients. Under these existing collaboration arrangements, upon completion of the relevant clinical trials, we and our collaboration partners will have the opportunity to negotiate in good faith to provide for the expansion of the respective clinical collaboration and the potential establishment of a commercial relationship. However, our partners have no obligation to continue development of the combination products, regardless of the applicable clinical trial results. We also jointly formed MapKure LLC., or MapKure, with BeiGene for the development of BGB-3245, and although we contribute to clinical development and other operational activities and have representation on MapKure's board of directors and joint steering committee, we do not control the development process. MapKure may pursue a development plan that differs from our expectations, which may or may not be successful.

If our collaborations do not result in the successful discovery, development and commercialization of product candidates or if one of our collaborators elects not to enter into collaboration agreements to pursue future development, we may not receive any future funding or milestone or royalty payments under such collaborations. Risks relating to product development, regulatory approval and commercialization described in this report may also apply to the activities of our collaborators.

Additionally, if one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our perception in the business and financial communities could be adversely affected.

Furthermore, we face significant competition in seeking appropriate partners for our product candidates and the negotiation process is time-consuming and complex. In order for us to successfully partner our product candidates, potential partners must view our product candidates as economically valuable in markets they determine to be attractive in light of the terms that we are seeking and other available products for licensing by other companies. In addition, there have been a significant number of recent business combinations among large biopharmaceutical companies that have resulted in a reduced number of potential future collaborators. Our ability to reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities or planning, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional expertise or capital, which may not be available to us on acceptable terms, or at all. If we fail to enter into collaborations or do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates, bring them to market and generate revenue from sales of drugs or continue to develop our technology, and our business may be materially and adversely affected. Even if we are successful in our efforts to establish new strategic partnerships, the terms that we agree upon may not be favorable to us, and we may not be able to maintain such strategic partnerships if, for example, development or approval of a product candidate is delayed or sales of an approved product are disappointing. Any delay in entering into new strategic partnership agreements related to our product candidates could delay the development and commercialization of our product candidates and reduce their competitiveness even if they reach the market.

Risks related to our intellectual property

We depend on intellectual property licensed from third parties, including from Pfizer for our lead product candidates, and termination of any of these licenses could result in the loss of significant rights, which would harm our business.

We are dependent on patents, know-how and proprietary technology, both our own and licensed from others. All patents covering nirogacestat and mirdametinib and any combination therapies using our product candidates are licensed from third parties. Any termination of a product license could result in the loss of significant rights and would cause material adverse harm to our ability to commercialize our product candidates.

Disputes may also arise between us and our licensors regarding intellectual property subject to a license agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- our right to sublicense patent and other rights to third parties under collaborative development relationships;
- our diligence obligations with respect to the use of licensed technology in relation to our development and commercialization of our product candidates and what activities satisfy those diligence obligations; and
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates.

We are generally also subject to all of the same risks with respect to protection of intellectual property that we own, as we are for intellectual property that we license, which are described below. If we or our licensors fail to adequately protect this intellectual property, our ability to commercialize products could materially suffer.

If we fail to comply with our obligations under our patent licenses with third parties, we could lose license rights that are important to our business.*

We are a party to license agreements pursuant to which we in-license key patents for our product candidates. At the time we began our operations in August 2017, we entered into four license agreements with Pfizer, three of which remain in effect, including a license agreement for each of our lead product candidates, nirogacestat and mirdametinib, both of which agreements were amended and restated in 2019. In addition, in 2021, we entered into a license for our TEAD inhibitor program with KU Leuven and the Flanders Institute for Biotechnology, as well as a license for a portfolio of epidermal growth factor receptor small molecule inhibitors with the Dana-Farber Cancer Institute. Each of our existing licenses imposes various diligence, milestone payment, royalty, insurance and other obligations on us. If we fail to comply with these obligations, our licensors may have the right to terminate the license, in which event we would not be able to develop or market the products covered by such licensed intellectual property. While we assigned the Pfizer license agreement covering our FAAH inhibitor program in connection with the sale of that program to Jazz Pharmaceuticals Ireland Limited, or Jazz, in October 2020, there can be no assurance that Jazz will comply with the terms of such license, which could result in its termination and our inability to recover that asset as a remedy for a potential material breach of Jazz's obligations to us in connection with such sale.

We may have limited control over the maintenance and prosecution of these in-licensed rights, activities or any other intellectual property that may be related to our in-licensed intellectual property. For example, we cannot be certain that such activities by these licensors have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents and other intellectual property rights. We have limited control over the manner in which our licensors initiate an infringement proceeding against a third-party infringer of the intellectual property rights or defend certain of the intellectual property that is licensed to us. It is possible that the licensors' infringement proceeding or defense activities may be less vigorous than they would have been had we conducted them ourselves.

Risks related to government regulation

We have been granted Orphan Drug Designation for nirogacestat and mirdametinib and may seek Orphan Drug Designation for other product candidates, but we may be unable to obtain or maintain such designation or the benefits associated with such designation, including the potential for market exclusivity, which may negatively impact our financial performance.

Regulatory authorities in some jurisdictions, including the U.S. and Europe, may designate drugs and therapeutic biologics for relatively small patient populations as orphan drugs. Under the Orphan Drug Act, the FDA may designate a drug or therapeutic biologic as an orphan drug if it is a drug or therapeutic biologic intended to treat a rare disease or condition, which is generally defined as a patient population of fewer than 200,000 individuals annually in the U.S., or a patient population greater than 200,000 in the U.S. where there is no reasonable expectation that the cost of developing the drug or therapeutic biologic will be recovered from sales in the U.S. In the U.S., Orphan Drug Designation entitles a party to financial incentives such as opportunities for grant funding toward clinical trial costs, tax advantages and user-fee waivers. Such a designation, however, may be revoked by the FDA in certain circumstances, such as if the agency finds that the applicant's request for designation request omitted material information required under the Orphan Drug Act and its implementing regulations. If a product that has Orphan Drug Designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan drug exclusivity, which means that the FDA may not approve any other applications, including a full NDA, or Biologics License Application, or BLA, to market the same product for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity or where the manufacturer is unable to assure sufficient product quantity.

In June 2018, the FDA granted Orphan Drug Designation to nirogacestat for the treatment of desmoid tumors and in September 2019, the European Commission granted nirogacestat Orphan Drug Designation for the treatment of soft tissue sarcoma. In October 2018, the FDA granted Orphan Drug Designation to mirdametinib for the treatment of NF1 and in July 2019 the European Commission granted mirdametinib Orphan Drug Designation for the treatment of NF1. We may seek Orphan Drug Designations for nirogacestat and mirdametinib for other indications or for our other product candidates. There can be no assurances that we will be able to obtain such designations.

Even if we obtain Orphan Drug Designation for any of our future product candidates in specific indications, we may not be the first to obtain marketing approval of nirogacestat, mirdametinib or any other such product candidates for the orphan-designated indication due to the uncertainties associated with developing pharmaceutical products. In addition, exclusive marketing rights in the U.S. may be limited if we seek approval for an indication broader than the orphan-designated indication or may be lost if the FDA later determines that the request for designation was materially defective or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition.

Further, even if we obtain orphan drug exclusivity in the U.S. for a product, that exclusivity may not effectively protect the product from competition because different drugs or therapeutic biologics with different active moieties can be approved for the same condition. Even after an orphan product is approved, the FDA can subsequently approve the same drug or therapeutic biologic with the same active moiety for the same condition if the FDA concludes that the later drug or therapeutic biologic is safer, more effective or makes a major contribution to patient care. In Europe, we could be prevented from marketing our products if a similar medicinal product is granted Orphan Drug Designation for the same indications that we are pursuing. Once authorized, with a limited number of exceptions, neither the competent authorities of the EU member states, the EMA or the European Commission are permitted to accept applications or grant marketing authorization for other similar medicinal products with the same therapeutic indication. Marketing authorization could also be granted to a similar medicinal product with the same orphan indication if the latter product is safer, more effective or otherwise clinically superior to the original orphan medicinal product.

U.S. composition of matter patents covering the chemical structure of nirogacestat expires in 2025 and three U.S. composition of matter patents that cover the polymorphic form of nirogacestat that is currently in clinical development expire in 2039. Two U.S. patents covering several polymorphic forms of mirdametinib, including the polymorphic form that is currently in clinical development, expire in 2041. Notwithstanding expected patent life, if orphan drug exclusivity does not protect these products from competition, our business and financial condition could be materially adversely affected. Orphan Drug Designation neither shortens the development time or regulatory review time of a drug or therapeutic biologic nor gives the drug or therapeutic biologic any advantage in the regulatory review or approval process. In addition, while we may seek Orphan Drug Designation for our future product candidates, we may never receive such designations.

A portion of our manufacturing of our lead product candidates takes place in China, with additional capacity sourced from India, through third-party manufacturers. A significant disruption in the operation of those manufacturers, a trade war or political unrest could materially adversely affect our business, financial condition and results of operations.

We currently contract manufacturing operations to third parties, and clinical quantities of our lead product candidates are manufactured by these third parties outside the U.S., including in China, with additional capacity sourced from India. We expect to continue to use such third-party manufacturers for such product candidates. Any disruption in production or inability of our manufacturers in those countries to produce adequate quantities to meet our needs, whether as a result of a natural disaster or other causes, could impair our ability to operate our business on a day-to-day basis and to continue our development of our product candidates. Furthermore, since certain of these manufacturers are located in China, we are exposed to the

possibility of product supply disruption and increased costs in the event of changes in the policies of the U.S. or Chinese governments, political unrest or unstable economic conditions in China. For example, a trade war could lead to tariffs on the chemical intermediates we use that are manufactured in China. Any of these matters could materially and adversely affect our business and results of operations. Any recall of the manufacturing lots or similar action regarding our product candidates used in clinical trials could delay the trials or detract from the integrity of the trial data and its potential use in future regulatory filings. In addition, manufacturing interruptions or failure to comply with regulatory requirements by any of these manufacturers could significantly delay clinical development of potential products and reduce third-party or clinical researcher interest and support of proposed trials. These interruptions or failures could also impede commercialization of our product candidates and impair our competitive position. Further, we may be exposed to fluctuations in the value of the local currencies in China and India. Future appreciation of the local currencies could increase our costs. In addition, our labor costs could continue to rise as wage rates increase due to increased demand for skilled laborers and the availability of skilled labor declines in such countries.

Risks related to managing our business and operations

We will need to grow the size of our organization, and we may experience difficulties in managing this growth.

As of September 30, 2022, we had 222 full-time employees. As our clinical development and commercialization plans and strategies develop, we expect we will need additional managerial, clinical, manufacturing, medical, regulatory, sales, marketing, financial, legal and other personnel. Future growth would impose significant added responsibilities on members of management, including:

- recruiting, integrating, retaining and motivating additional employees;
- managing our development efforts effectively, including the clinical, manufacturing and quality review process for our product candidates, while complying with our contractual obligations to contractors, collaboration partners and other third parties; and
- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to commercialize our product candidates, if approved, will depend, in part, on our ability to effectively manage any future growth, and our management may also have to divert a disproportionate amount of its attention away from day-to-day activities in order to devote a substantial amount of time to managing these growth activities.

We currently rely, and for the foreseeable future will continue to rely, in substantial part on third parties, including independent organizations, advisors and consultants, to provide certain services to support and perform our operations. There can be no assurance that the services of these third parties will continue to be available to us on a timely basis when needed, or that we can find qualified replacements. In addition, if we are unable to effectively manage our outsourced activities or if the quality, accuracy or quantity of the services provided is compromised for any reason, our clinical trials may be delayed or terminated, and we may not be able to obtain, or may be substantially delayed in obtaining, regulatory approval of our product candidates or otherwise advance our business. There can be no assurance that we will be able to manage our existing consultants or find other suitable outside contractors and consultants on economically reasonable terms, or at all.

If we are not able to effectively expand our organization by hiring new employees and expanding our groups of consultants and contractors, we may not be able to successfully execute the tasks necessary to further develop and commercialize our product candidates and, accordingly, may not achieve our development and commercialization goals.

We have no history of commercializing marketed products and we have not yet implemented our commercialization operations. We are preparing for commercialization by investing significant time and money into building these capabilities. There can be no assurance that we will successfully set up our commercialization capabilities.

We are currently building our commercial capabilities to allow us to market our product candidates, if approved, either alone or in combination with others. Establishing commercialization capabilities will require substantial investment of time and money and may divert significant management focus and resources. In addition, we will be competing with larger biopharmaceutical and biotechnology companies with established commercialization and marketing capabilities as we seek to recruit suitable personnel. Accordingly, there can be no assurance that our efforts to set up commercialization capabilities will be successful.

We currently do not have the internal research capabilities required to independently discover new product candidates, and we plan to execute our growth strategy in part by identifying and in-licensing or acquiring additional product candidates that have been discovered and initially developed by others. We may not be successful in executing our growth strategy or such growth strategy may not deliver the anticipated results.

While we are currently building out internal discovery and preclinical research and development capabilities, there can be no assurance that we will successfully achieve the capacity to independently discover and initially develop new product candidates. We also plan to source new product candidates, including those that may be complementary to our existing product candidates, by in-licensing or acquiring them from other companies, academic institutions or other asset originators. If we are unable to identify, in-license or acquire and integrate product candidates, our ability to pursue our growth strategy would be limited.

Research programs and business development efforts to identify new product candidates require substantial technical, financial and human resources, and we currently have limited internal drug discovery and preclinical research and development capabilities. In-licensing and acquiring product candidates or development programs often requires significant payments and expenses and may consume valuable resources. We will need to devote a substantial amount of time and personnel to develop and commercialize any in-licensed or acquired technology or product candidate, in addition to doing so for our existing product candidates. Our business development efforts or acquisition or licensing attempts may fail to yield additional complementary or successful product candidates for clinical development and commercialization for a number of reasons, including the following:

- our identification or business development methodology or search criteria and process may be unsuccessful in identifying potential product candidates with a high probability of success for development progression;
- we may not be able or willing to assemble sufficient resources or expertise to identify and in-license or acquire additional product candidates;
- for product candidates we seek to in-license or acquire, we may not be able to agree to acceptable terms with the licensor or owner of those product candidates;
- any product candidates that we do in-license or acquire may not succeed in preclinical studies or clinical trials;
- we may not succeed in formulation or process development of such in-licensed or acquired product candidates;
- such in-licensed or acquired product candidates may be shown to have harmful side effects or may have other characteristics that may make the products unlikely to receive regulatory approval or be unmarketable if approved;
- competitors may develop alternatives that render such in-licensed product candidates obsolete or less attractive;
- in-licensed or acquired product candidates may be covered by third parties' patents or other exclusive rights that we may not be able to access;
- in-licensed or acquired product candidates that we develop may not allow us to best make use of our expertise and our development and commercial infrastructure as currently expected;
- the market for a product candidate that we in-license or acquire may change during the course of our development of the product candidate so that such product candidate may become unreasonable to continue to develop;
- a product candidate that we in-license or acquire may not be capable of being produced in commercial quantities at an acceptable cost, or at all; and
- a product candidate that we in-license or acquire may not be accepted as safe and effective by patients, the medical community or third-party payors.

If any of these events occur, we may not be successful in executing our growth strategy or our growth strategy may not deliver the anticipated results.

Our current operations are concentrated in two locations, and we or the third parties upon whom we depend may be adversely affected by natural disasters or other unforeseeable or uncontrollable events and our business continuity and disaster recovery plans may not adequately protect us from a serious disaster.*

Our current headquarters are located in Stamford, Connecticut. Our development operations are currently located in Durham, North Carolina. We currently outsource our manufacturing operations to third parties, and clinical quantities of our product candidates are manufactured by these third parties outside the U.S., including in Canada, China, France and India. Any unplanned event, such as flood, fire, explosion, earthquake, extreme weather condition, medical epidemics, power shortage, telecommunication failure or other natural or man-made accidents or incidents that result in us being unable to fully utilize our facilities, or the manufacturing facilities of our third-party contract manufacturers, may have a material and adverse effect on our ability to operate our business, particularly on a daily basis, and have significant negative consequences on our financial and operating conditions.

Loss of access to these facilities may result in increased costs, delays in the development of our product candidates or interruption of our business operations. Earthquakes or other natural disasters could further disrupt our operations and have a material and adverse effect on our business, financial condition, results of operations and prospects. If a natural disaster, power outage or other event occurred that prevented us from using all or a significant portion of our headquarters or our development operations, that damaged critical infrastructure, such as the manufacturing facilities of our third-party contract manufacturers, or that otherwise disrupted operations, it may be difficult or, in certain cases, impossible, for us to continue our business for a substantial period of time. Disaster recovery and business continuity plans may prove inadequate in the event of a serious

disaster or similar event. We may incur substantial expenses as a result of the limited nature of our disaster recovery and business continuity plans, which could have a material adverse effect on our business. As part of our risk management approach, we maintain insurance coverage at levels that we believe are appropriate for our business. However, in the event of an accident or incident at these facilities, we cannot assure you that the amounts of insurance will be sufficient to satisfy any damages and losses. If our facilities, or the manufacturing facilities of our third-party contract manufacturers, are unable to operate because of an accident or incident or for any other reason, even for a short period of time, any or all of our research and development programs may be harmed. Any business interruption may have a material and adverse effect on our business, financial condition, results of operations and prospects.

Risks related to our financial position and need for additional capital

We have incurred significant net losses since our inception and anticipate that we will continue to incur net losses in the future.*

We have incurred significant net losses in each reporting period since our inception. To date, we have financed our operations principally through equity financings. We have derived all of our revenue and deferred revenue from the nonrefundable upfront payment we received under the Jazz asset purchase and license agreement and from the non-exclusive license and collaboration agreement with GSK. We do not have any products approved for commercial sale or sources of recurring revenue. If our product candidates are not successfully developed and approved, we may never generate any revenue from them. We continue to incur significant research and development and other expenses related to our ongoing operations. As a result, we are not profitable and have incurred losses in each annual period since our inception. Our net losses were $203.2 million and $117.8 million for the nine months ended September 30, 2022 and September 30, 2021, respectively. As of September 30, 2022 and December 31, 2021, we had an accumulated deficit of $495.8 million and $292.5 million, respectively. We expect to continue to incur significant losses for the foreseeable future, and we expect these losses to increase as we continue our research and development of, seek regulatory approvals for, and prepare for commercialization of, our product candidates, including our lead product candidates, nirogacestat and mirdametinib, and any future product candidates.

We anticipate that our expenses will increase substantially if, and as, we:

- advance the development of our lead product candidates, nirogacestat and mirdametinib, through late-stage clinical trials, including registrational clinical trials and potentially for other indications;
- advance our development programs for our other product candidates through clinical development and into later-stage clinical development;
- seek marketing approvals for any product candidates that successfully complete clinical trials;
- invest in or in-license other technologies or product candidates for further preclinical and clinical development;
- hire additional personnel, including clinical, quality control, scientific, medical, business development and finance personnel, and continue to build our infrastructure;
- expand our operational, financial and management systems and increase personnel, including personnel to support our clinical development, manufacturing and commercialization efforts and our operations as a public company;
- maintain, expand and protect our intellectual property portfolio; and
- establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval and intend to commercialize on our own or jointly with third parties.

To become and remain profitable, we or any potential future collaborators must develop and eventually commercialize products with significant market potential. This will require us to be successful in a range of challenging activities, including completing preclinical studies and clinical trials, obtaining marketing approval for product candidates, manufacturing, obtaining reimbursement approval, marketing and selling products for which we may obtain marketing approval and satisfying any post-marketing requirements. We may never succeed in any or all of these activities and, even if we do, we may never generate revenue that is significant or large enough to achieve profitability. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our company also could cause stockholders to lose all or part of their investment. Market volatility resulting from the COVID-19 pandemic or other factors could also adversely impact our ability to access capital as and when needed.

Even if we succeed in commercializing one or more of our product candidates, we will continue to incur substantial research and development and other expenditures to develop, register and market additional product candidates. We may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. The size of our future net losses will depend, in part, on the rate of future growth of our expenses and our ability to generate

revenue. Our prior losses and expected future losses have had and will continue to have an adverse effect on our stockholders' equity and working capital.

We have a limited operating history, which may make it difficult to evaluate our prospects and likelihood of success.*

We are a clinical-stage biopharmaceutical company with a limited operating history. We were formed in August 2017 and our operations to date have been focused on preparing and executing our clinical trials for our product candidates, building our infrastructure, raising capital and executing partnerships. Consequently, we have limited operations upon which to evaluate our business, and predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history or a history of successfully developing and commercializing drug products. Investment in biopharmaceutical product development is highly speculative because it entails substantial upfront capital expenditures and significant risk that any potential product candidate will fail to demonstrate adequate activity or an acceptable safety profile, gain regulatory approval, secure market access and reimbursement and become commercially viable.

Although we announced topline results from the DeFi trial, a registrational Phase 3 clinical trial of nirogacestat, in May 2022 and additional data from the DeFi trial were presented at the European Society for Medical Oncology Congress in September 2022, we have not yet demonstrated the ability to successfully obtain regulatory approval for any product candidate, we have no products approved for commercial sale and we have not generated any revenue from product sales to date. In addition, as a business with a limited operating history, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors and risks frequently experienced by early-stage biopharmaceutical companies in rapidly evolving fields, or other known or unknown factors and risks that may be infrequent or unique.

In addition, we are building out commercialization capabilities in order to transition from a company with a development focus to a company capable of supporting commercial activities and may not be successful in such a transition.

We will require additional capital to fund our operations and if we fail to obtain necessary capital, we will not be able to complete the development and commercialization of our product candidates.*

Our operations have consumed substantial amounts of cash since inception. We expect to continue to spend substantial amounts of cash to conduct further research and development and clinical trials of our product candidates to seek regulatory approvals for our product candidates and to launch and commercialize any products for which we receive regulatory approval. As of September 30, 2022, we had $651.9 million in cash, cash equivalents and marketable securities. Based on our current operating plan, we believe that our cash, cash equivalents and marketable securities will be sufficient to fund our operating expenses and capital expenditure requirements into 2026. However, our future capital requirements and the period for which our existing resources will support our operations may vary significantly from what we expect, and we will in any event require additional capital in order to complete clinical development and obtain regulatory approval of our product candidates. Our monthly spending levels will vary based on new and ongoing development and corporate activities. Because the length of time and activities associated with development of our product candidates is highly uncertain, we are unable to estimate the actual funds we will require for development and any approved marketing and commercialization activities.

Our future funding requirements will depend on many factors, including, but not limited to:

- the initiation, progress, timing, costs and results of clinical trials for our product candidates; including any unforeseen costs we may incur as a result of clinical trial delays due to the ongoing COVID-19 pandemic, the Russia and Ukraine conflict, or other causes;
- the clinical and preclinical development and manufacturing plans we establish for these product candidates;
- the number and characteristics of product candidates that we develop or in-license;
- the cost of identifying and evaluating potential product candidates for acquisition or license, including the cost of preclinical activities or clinical activities;
- the terms of any collaboration or licensing agreements we may choose to enter into;
- the outcome, timing and cost of meeting regulatory requirements established by the FDA, the EMA, and other comparable foreign regulatory authorities;
- the cost of filing, prosecuting, defending and enforcing our patent claims and other intellectual property rights;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties against us or our product candidates;
- the effect of competing technological and market developments;
- the cost and timing of completion of commercial-scale outsourced manufacturing activities;
- the establishment of sales, marketing and distribution capabilities for any product candidates for which we may receive regulatory approval in regions where we choose to commercialize our products on our own or jointly with third parties; and

- the degree of commercial success achieved following the successful completion of development and regulatory approval activities for a product candidate.

If we are unable to continue to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates or one or more of our other research and development initiatives. Any of the above events could significantly harm our business, prospects, financial condition and results of operations and cause the price of our common stock to decline.

Raising additional capital may cause dilution to our existing stockholders, restrict our operations or require us to relinquish rights to our technologies or product candidates.

We do not have any committed external source of funds or other support for our development efforts and we cannot be certain that additional funding will be available on acceptable terms, or at all. Until we can generate sufficient product or royalty revenue to finance our cash requirements, which we may never do, we expect to finance our future cash needs through a combination of public or private equity offerings, debt financings, collaborations, strategic alliances, licensing arrangements and other marketing or distribution arrangements. If we raise additional funds through public or private equity offerings, the terms of these securities may include liquidation or other preferences that adversely affect our stockholders' rights. Further, to the extent that we raise additional capital through the sale of common stock or securities convertible or exchangeable into common stock, existing stockholder ownership interest may be diluted. In addition, any debt financing may subject us to fixed payment obligations and covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional capital through marketing and distribution arrangements or other collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish certain valuable rights to our product candidates, technologies, future revenue streams or research programs or grant licenses on terms that may not be favorable to us. We also could be required to seek commercial or development partners for our lead products or any future product candidate at an earlier stage than otherwise would be desirable or relinquish our rights to product candidates or technologies that we otherwise would seek to develop or commercialize ourselves.

Risks related to our common stock

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Furthermore, future debt or other financing arrangements may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Any return to stockholders will therefore be limited to the appreciation of their stock.

Our principal stockholders and management own a significant percentage of our stock and will be able to exert significant control over matters subject to stockholder approval.

Our executive officers, directors and their affiliates and holders of more than 5% of our common stock beneficially hold, in the aggregate, as of September 30, 2022, approximately 64.3% of our outstanding voting stock. Therefore, these stockholders will have the ability to influence us through this ownership position. These stockholders may be able to determine all matters requiring stockholder approval. For example, these stockholders may be able to control elections of directors, amendments of our organizational documents, or approval of any merger, sale of assets, or other major corporate transaction. This may prevent or discourage unsolicited acquisition proposals or offers for our common stock that stockholders may feel are in their best interest as one of our stockholders.

Anti-takeover provisions under our charter documents and Delaware law could delay or prevent a change of control which could limit the market price of our common stock and may prevent or frustrate attempts by our stockholders to replace or remove our current management.

Our amended and restated certificate of incorporation, or the certificate of incorporation, and amended and restated bylaws, as further amended, or the bylaws, contain provisions that could delay or prevent a change of control of our company or changes in our board of directors that our stockholders might consider favorable. Some of these provisions include:

- a board of directors divided into three classes serving staggered three-year terms, such that not all members of the board will be elected at one time;
- a prohibition on stockholder action through written consent, which requires that all stockholder actions be taken at a meeting of our stockholders;

- a requirement that special meetings of stockholders be called only by the chairman of the board of directors, the chief executive officer or by a majority of the total number of authorized directors;
- advance notice requirements for stockholder proposals and nominations for election to our board of directors;
- a requirement that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than two-thirds of all outstanding shares of our voting stock then entitled to vote in the election of directors;
- a requirement of approval of not less than two-thirds of all outstanding shares of our voting stock to amend any bylaws by stockholder action or to amend specific provisions of our certificate of incorporation; and the authority of the board of directors to issue convertible preferred stock on terms determined by the board of directors without stockholder approval and which convertible preferred stock may include rights superior to the rights of the holders of common stock.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which may prohibit certain business combinations with stockholders owning 15% or more of our outstanding voting stock. These anti-takeover provisions and other provisions in our certificate of incorporation and bylaws could make it more difficult for stockholders or potential acquirers to obtain control of our board of directors or initiate actions that are opposed by the then-current board of directors and could also delay or impede a merger, tender offer or proxy contest involving our company. These provisions could also discourage proxy contests and make it more difficult for stockholders to elect directors of their choosing or cause us to take other corporate actions they desire. Any delay or prevention of a change of control transaction or changes in our board of directors could cause the market price of our common stock to decline.

Our bylaws designate certain specified courts as the sole and exclusive forums for certain disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.

Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware, or the Chancery Court, will be the sole and exclusive forum for state law claims for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim pursuant to any provision of the General Corporation Law of the State of Delaware, our certificate of incorporation or our bylaws, (iv) any action to interpret, apply, enforce or determine the validity of our certificate of incorporation or bylaws, or (v) any action asserting a claim governed by the internal affairs doctrine, or the Delaware Forum Provision. The Delaware Forum Provision does not apply to any causes of action arising under the Securities Act of 1933, as amended, or the Securities Act, or the Securities Exchange Act of 1934, as amended, or the Exchange Act. Our bylaws further provide that, unless we consent in writing to the selection of an alternative forum, the U.S. District Court for the District of Connecticut will be the sole and exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act or the Federal Forum Provision. Our bylaws provide that any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have notice of and consented to the foregoing Delaware Forum Provision and the Federal Forum Provision; provided, however, that stockholders cannot and will not be deemed to have waived our compliance with the federal securities laws and the rules and regulations thereunder.

The Delaware Forum Provision and the Federal Forum Provision may impose additional litigation costs on stockholders in pursuing the claims identified above, particularly if the stockholders do not reside in or near the State of Delaware or the State of Connecticut. Additionally, the Delaware Forum Provision and the Federal Forum Provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage such lawsuits. In addition, while the Delaware Supreme Court ruled in March 2020 that federal forum selection provisions purporting to require claims under the Securities Act be brought in federal court are "facially valid" under Delaware law, there is uncertainty as to whether other courts will enforce our Federal Forum Provision. If the Federal Forum Provision is found to be unenforceable in an action, we may incur additional costs associated with resolving such an action. The Federal Forum Provision may also impose additional litigation costs on stockholders who assert that the provision is not enforceable or invalid. The Chancery Court or the U.S. District Court for the District of Connecticut may also reach different judgments or results than would other courts, including courts where a stockholder considering an action may be located or would otherwise choose to bring the action, and such judgments may be more, or less, favorable to us than our stockholders.

General risk factors

Risks related to research and development and the biopharmaceutical industry

Clinical development involves a lengthy and expensive process, with an uncertain outcome. We may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our product candidates.*

To obtain the requisite regulatory approvals to commercialize any product candidate, we must demonstrate through extensive preclinical studies and clinical trials that such product candidate is safe and effective in humans. Clinical testing is expensive and can take many years to complete, and its outcome is inherently uncertain. We may be unable to establish clinical endpoints that applicable regulatory authorities would consider clinically meaningful, and a clinical trial can fail at any stage of testing. Differences in trial design between early-stage clinical trials and later-stage clinical trials make it difficult to extrapolate the results of earlier clinical trials to later clinical trials. Moreover, clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in clinical trials have nonetheless failed to obtain marketing approval of their products. Additionally, we are conducting and plan to conduct some open-label trials, where both the patient and investigator know whether the patient is receiving the investigational product candidate or either an existing approved drug or placebo. Most typically, open-label clinical trials test only the investigational product candidate and sometimes may do so at different dose levels. Open-label clinical trials are subject to various limitations that may exaggerate any therapeutic effect as patients in those trials are aware when they are receiving treatment. Open-label clinical trials may be subject to a "patient bias" where patients perceive their symptoms to have improved merely due to their awareness of receiving an experimental treatment. In addition, open-label clinical trials may be subject to an "investigator bias" where those assessing and reviewing the outcomes of the clinical trials are aware of which patients have received treatment and may interpret the information of the treated group more favorably given this knowledge. Where a randomized, placebo-controlled clinical trial is designed to allow enrolled subjects to cross-over to the treatment arm, there may be a risk of inadvertent unblinding of subjects prior to cross-over, which may limit the clinical meaningfulness of those data and may require the conduct of additional clinical trials. As such, the results from an open-label trial may not be predictive of future clinical trial results with any of our product candidates for which we include an open-label clinical trial when studied in a controlled environment with a placebo or active control.

Successful completion of clinical trials is a prerequisite to submitting an NDA to the FDA, a Marketing Authorization Application, or MAA, to the EMA and similar marketing applications to comparable foreign regulatory authorities for each product candidate and, consequently, the ultimate approval and commercial marketing of any product candidates.

We do not know whether any of our ongoing or planned clinical trials, including trials for our combination therapies using nirogacestat and mirdametinib, will be completed on schedule, if at all, or in some cases whether such clinical trials will begin.

We may experience delays in initiating or completing clinical trials and preparing for regulatory submissions. We also may experience numerous unforeseen events during, or as a result of, any future clinical trials that we could conduct that could delay or prevent our ability to receive marketing approval or commercialize our current product candidates or any future product candidates, including:

- delays in our clinical trials and preclinical programs resulting from factors related to the COVID-19 pandemic;
- the potential impact that sanctions and other measures being imposed in response to the Russia-Ukraine conflict, or the global business disruption caused by the conflict, could have on revenue and supply chain;
- regulators, Institutional Review Boards, or IRBs, or ethics committees may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable terms with prospective clinical trial sites and prospective CROs, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and clinical trial sites;
- clinical trials of any product candidates may fail to show acceptable safety or efficacy, or produce negative or inconclusive results and we may decide, or regulators may require us, to conduct additional preclinical studies or clinical trials or we may decide to abandon product development programs;
- the number of subjects required for clinical trials of any product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or subjects may drop out of these clinical trials or fail to return for post-treatment follow-up at a higher rate than we anticipate;
- our third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all, or may deviate from the clinical trial protocol or drop out of the trial, which may require that we add new clinical trial sites or investigators;
- we may elect to, or regulators, IRBs or ethics committees may require, that we or our investigators suspend or terminate clinical research or trials for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of any product candidates may be greater than we anticipate;

- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be inadequate to initiate or complete a given clinical trial;
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators, IRBs or ethics committees to suspend or terminate the clinical trials;
- reports from clinical testing of other therapies may raise safety or efficacy concerns about our product candidates; and
- the FDA, EMA or comparable regulatory authorities may require us to submit additional data, such as long-term toxicology studies, or impose other requirements before permitting us to initiate a clinical trial.

We could also encounter delays if a clinical trial is suspended or terminated by us, the IRBs of the institutions in which such clinical trials are being conducted, or the FDA, EMA or comparable regulatory authorities, or recommended for suspension or termination by the Data Safety Monitoring Board, or the DSMB, for such clinical trial. A suspension or termination may be imposed due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or clinical trial site by the FDA, EMA or comparable foreign regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product or treatment, failure to establish or achieve clinically meaningful trial endpoints, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. Many of the factors that cause, or lead to, a delay in the commencement or completion of clinical trials may also ultimately lead to the denial of regulatory approval of our product candidates. Further, the FDA, EMA or comparable foreign regulatory authorities may disagree with our clinical trial design and our interpretation of data from clinical trials or may change the requirements for approval even after they have reviewed and commented on the design for our clinical trials.

Our costs will increase if we experience delays in clinical testing or marketing approvals. We do not know whether any of our clinical trials will begin as planned, will need to be reassigned or will be completed on schedule, or at all. Significant clinical trial delays also could shorten any periods during which we may have the exclusive right to commercialize our product candidates and may allow our competitors to bring products to market before we do, potentially impairing our ability to successfully commercialize our product candidates and harming our business and results of operations. Any delays in our clinical development programs may harm our business, financial condition and results of operations significantly. The clinical trials sponsored by our partners with our product candidates in combination with our partners' therapies pose the same development risks.

The successful development of biopharmaceuticals is highly uncertain.

Successful development of biopharmaceuticals is highly uncertain and is dependent on numerous factors, many of which are beyond our control. Product candidates that appear promising in the early phases of development may fail to reach the market for several reasons including:

- clinical trial results may show the product candidates to be less effective than expected (for example, a clinical trial could fail to meet its primary or key secondary endpoint(s)) or to have unacceptable side effects or toxicities;
- failure to receive the necessary regulatory approvals or a delay in receiving such approvals. Among other things, such delays may be caused by patients who fail the trial screening process, slow enrollment in clinical trials, patients dropping out of trials, patients lost to follow-up;
- length of time to achieve trial endpoints, additional time requirements for data analysis or NDA preparation, discussions with the FDA, an FDA request for additional preclinical or clinical data (such as long-term toxicology studies) or unexpected safety or manufacturing issues;
- preclinical study results may show the product candidate to be less effective than desired or to have harmful side effects;
- supply issues, manufacturing costs and formulation issues, including our inability to successfully combine our product candidates with other therapies;
- post-marketing approval requirements; and
- the proprietary rights of others and their competing products and technologies that may prevent our product candidates from being commercialized.

The length of time necessary to complete clinical trials and to submit an application for marketing approval for a final decision by a regulatory authority varies significantly from one product candidate to the next and from one country to the next and may be difficult to predict.

Even if we are successful in obtaining marketing approval, commercial success of any approved products will also depend in large part on the availability of coverage and adequate reimbursement from third-party payors, including government payors such as the Medicare and Medicaid programs and managed care organizations in the U.S. or country specific governmental

organizations in foreign countries, which may be affected by existing and future healthcare reform measures designed to reduce the cost of healthcare. Third-party payors could require us to conduct additional studies, including post-marketing studies related to the cost effectiveness of a product, to qualify for reimbursement, which could be costly and divert our resources. If government and other healthcare payors were not to provide coverage and adequate reimbursement for our products once approved, market acceptance and commercial success would be reduced.

In addition, if any of our product candidates receive marketing approval, we will be subject to significant regulatory obligations regarding the submission of safety and other post-marketing information and reports and registration and will need to continue to comply (or ensure that our third-party providers comply) with cGMPs and GCPs for any clinical trials that we conduct post-approval. In addition, there is always the risk that we, a regulatory authority or a third party might identify previously unknown problems with a product post-approval, such as adverse events of unanticipated severity or frequency. Compliance with these requirements is costly, and any failure to comply or other issues with our product candidates post-approval could adversely affect our business, financial condition and results of operations.

Due to our limited resources and access to additional capital, we must prioritize development of certain programs and product candidates; these decisions may prove to be wrong and may adversely affect our business.

We may fail to identify and acquire, through purchase or license, viable new product candidates for clinical development for a number of reasons. If we fail to identify and acquire additional product candidates, our business could be materially harmed.

Efforts to identify and pursue new product candidates and disease targets require substantial technical, financial and human resources, regardless of whether they are ultimately successful. We currently rely on third parties, including current and future collaborators, to perform all of our research and preclinical activities. Programs may initially show promise in preclinical studies, yet fail to yield positive results during clinical development for a number of reasons, including:

- the methodology used may not be successful in identifying potential indications and/or product candidates; or
- product candidates may, after further study, be shown to have harmful adverse effects or other characteristics that indicate they are unlikely to be effective products.

Because we have limited financial and human resources, we intend to initially focus on programs and product candidates for a limited set of indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications with our existing product candidates that may later prove to have greater commercial potential or a greater likelihood of success. We may focus our efforts and resources on potential product candidates or other potential programs that ultimately prove to be unsuccessful.

Our future clinical trials or those of our future collaborators may reveal significant adverse events not seen in prior preclinical studies or clinical trials and may result in a safety profile that could inhibit regulatory approval or market acceptance of any of our product candidates.

If significant adverse events or other side effects are observed in any of our clinical trials, we may have difficulty recruiting patients to our clinical trials, patients may drop out of our trials or we may be required to abandon the trials or our development efforts of one or more product candidates altogether. For example, a prior Phase 2 clinical trial of mirdametinib was terminated and enrollment in the Phase 2 portion of a Phase 1/2 clinical trial was halted as a result of adverse events observed at doses of mirdametinib of 15 mg twice daily, or BID, or above using both intermittent and continuous dosing schedules. These adverse events included ocular disorders (visual disturbances, blurred vision and retinal vein occlusion), nervous system disorders (confusion, slowed ideation, slurred speech and hallucinations), musculoskeletal and connective tissue disorders (general weakness and neck muscle weakness associated with mild and moderate elevations in creatine phosphokinase) and cardiac disorders (decreased left ventricular ejection fraction and congestive heart failure). Although these doses were significantly higher than the maximum allowable dose of 4 mg BID in our ongoing Phase 2b clinical trial of mirdametinib in NF1-PN, we plan to treat patients in this trial for a period of up to 24 months, which would be longer than any subjects have been treated with mirdametinib in prior trials. In our ongoing Phase 2b clinical trial, we may observe adverse events similar to those that were seen at higher doses of mirdametinib in prior clinical trials owing to the potentially increased duration of treatment, or other factors. In addition, this trial's enrollment includes NF1-PN patients. There is limited safety data of mirdametinib in children under the age of 16 and it is possible that there may be unanticipated adverse events observed in this patient population.

If we elect or are required to delay, suspend or terminate any clinical trial of any product candidates that we develop, the commercial prospects of such product candidates will be harmed and our ability to generate product revenues from any of these product candidates will be delayed or eliminated. Serious adverse events or other adverse events, as well as tolerability issues, observed in clinical trials could hinder or prevent market acceptance of the product candidate at issue.

We, the FDA, EMA or comparable foreign regulatory authorities or an IRB may suspend clinical trials of a product candidate at any time for various reasons, including a belief that subjects in such trials are being exposed to unacceptable health risks or adverse side effects. Some potential therapeutics developed in the biotechnology industry that initially showed therapeutic promise in early-stage trials have later been found to cause side effects that prevented their further development. Even if the side effects do not preclude the product candidate from obtaining or maintaining marketing approval, restrictions could be imposed on the approval or an approved product could be subject to a boxed warning, which is the FDA's most prominent warning regarding safety concerns, and undesirable side effects may inhibit market acceptance of the approved product due to its tolerability versus other therapies.

Increasing demand for compassionate use of our product candidates could negatively affect our reputation and harm our business.

We are developing product candidates for the treatment of indications for which there are currently limited or no available therapeutic options. It is possible for individuals or groups to target companies with disruptive social media campaigns related to a request for access to unapproved drugs for patients with significant unmet medical need. If we experience a similar social media campaign regarding our decision to provide or not provide access to any of our current or future product candidates under an expanded access policy, our reputation may be negatively affected and our business may be harmed.

Recent media attention to individual patients' expanded access requests has resulted in the introduction and enactment of legislation at the local and national level referred to as "Right to Try" laws, such as the federal Right to Try Act of 2017 signed into law on May 30, 2018, which are intended to allow patients access to unapproved therapies earlier than traditional expanded access programs. A possible consequence of both activism and legislation in this area may be the need for us to initiate an unanticipated expanded access program or to make our product candidates more widely available sooner than anticipated.

In addition, some patients who receive access to drugs prior to their commercial approval through compassionate use, expanded access programs or right to try access have life-threatening illnesses and have exhausted all other available therapies. The risk for serious adverse events in this patient population is high, which could have a negative impact on the safety profile of our product candidates if we were to provide them to these patients, which could cause significant delays or an inability to successfully commercialize our product candidates, which could materially harm our business. If we were to provide patients with any of our product candidates under an expanded access program, we may in the future need to restructure or pause any compassionate use and/or expanded access programs for a variety of reasons, which could prompt adverse publicity or other disruptions related to current or potential participants in such programs.

We face significant competition from other biopharmaceutical companies, and our operating results will suffer if we fail to compete effectively.

The biopharmaceutical industry is characterized by intense competition and rapid innovation. Our competitors may be able to develop other compounds or drugs that are able to achieve similar or better results. Our potential competitors include major multinational pharmaceutical companies, established biotechnology companies, specialty pharmaceutical companies and universities and other research institutions. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff and experienced marketing and manufacturing organizations and well-established sales forces. Smaller or early-stage companies may also prove to be significant competitors, particularly as they develop novel approaches to treating disease indications that our product candidates are also focused on treating. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel therapeutics or to in-license novel therapeutics that could make the product candidates that we develop obsolete. Mergers and acquisitions in the biotechnology and pharmaceutical industries may result in even more resources being concentrated in our competitors. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors, either alone or with collaboration partners, may succeed in developing, acquiring or licensing on an exclusive basis drug or biologic products that are more effective, safer, more easily commercialized or less costly than our product candidates or may develop proprietary technologies or secure patent protection that we may need for the development of our technologies and products. We believe the key competitive factors that will affect the development and commercial success of our product candidates are efficacy, safety, tolerability, reliability, convenience of use, price and reimbursement.

Even if we obtain regulatory approval of our product candidates, the availability and price of our competitors' products could limit the demand and the price we are able to charge for our product candidates. We may not be able to implement our business plan if the acceptance of our product candidates is inhibited by price competition or the reluctance of physicians to switch from existing methods of treatment to our product candidates, or if physicians switch to other new drug or biologic products or choose to reserve our product candidates for use in limited circumstances.

Even if any product candidate we develop receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success.

If any future product candidate we develop receives marketing approval, whether as a single agent or in combination with other therapies, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, third-party payors and others in the medical community. If the product candidates we develop do not achieve an adequate level of acceptance, we may not generate significant product revenues and we may not become profitable. The degree of market acceptance of any product candidate, if approved for commercial sale, will depend on a number of factors, including:

- efficacy and potential advantages compared to other treatments;
- the ability to offer our products, if approved, for sale at competitive prices;
- convenience and ease of administration compared to other treatments;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing and distribution support;
- the ability to obtain sufficient third-party coverage, market access and adequate reimbursement; and
- the prevalence and severity of any side effects.

Changes in methods of product candidate manufacturing or formulation may result in additional costs or delay.

As product candidates proceed through preclinical studies to late-stage clinical trials towards potential approval and commercialization, it is common that various aspects of the development program, such as manufacturing methods and formulation, are altered along the way in an effort to optimize processes and results. Such changes carry the risk that they will not achieve these intended objectives. Any of these changes could cause our product candidates to perform differently and affect the results of planned clinical trials or other future clinical trials conducted with the materials manufactured using altered processes. Such changes may also require additional testing, including bridging or comparability testing to demonstrate the validity of clinical data obtained in clinical trials following manufacturing changes, FDA notification or FDA approval.

Because all prior clinical trials of nirogacestat and mirdametinib were conducted by third parties, we will need to perform analytical and other tests to demonstrate that any new drug product material is comparable in all respects, including potency, to the product used in such earlier clinical trials. There is no assurance that any such product will pass the required comparability testing, that any other future third-party manufacturer that we engage will be successful in producing our product candidates or that any materials produced by any third-party manufacturer that we engage will have the same effect in patients that we have observed to date with respect to materials used in prior clinical trials.

All of the above could delay completion of clinical trials, require the conduct of bridging clinical trials or the repetition of one or more clinical trials, increase clinical trial costs, delay approval of our product candidates and jeopardize our ability to commence sales and generate revenue.

Moreover, we have not yet manufactured or processed on a commercial scale and may not be able to do so for any of our product candidates if approved. We may make changes as we work to optimize our manufacturing processes, but we cannot be sure that even minor changes in our processes will result in therapies that are safe and effective and approved for commercial sale.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.

We face an inherent risk of product liability as a result of testing our product candidates in clinical trials and will face an even greater risk if we commercialize any products. For example, we may be sued if our product candidates cause or are perceived to cause injury or are found to be otherwise unsuitable during clinical trials, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- inability to bring a product candidate to the market;
- decreased demand for our products;
- harm to our reputation;

- withdrawal of clinical trial participants and inability to continue clinical trials;
- initiation of investigations by regulators;
- costs to defend the related litigation;
- diversion of management's time and our resources;
- substantial monetary awards to clinical trial participants or patients who receive an approved product;
- product recalls, withdrawals or labeling, marketing or promotional restrictions;
- loss of revenue;
- exhaustion of any available insurance and of our capital resources;
- the inability to commercialize any product candidate, if approved; and
- a decline in our stock price.

Our inability to obtain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop, alone or with collaborators. Even if our agreements with any current or future corporate collaborators entitle us to indemnification against losses, that indemnification may not be available or adequate should any claim arise. Although we currently carry clinical trial insurance, the amount of insurance coverage we carry may not be adequate, and, in the future, we may be unable to maintain this insurance coverage, or we may not be able to obtain additional or replacement insurance at a reasonable cost, if at all. Our insurance policies also have various exclusions, and we may be subject to a product liability claim for which we have no coverage. We may have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay those amounts.

Risks related to intellectual property

Our success depends in part on our ability to protect our intellectual property, and patent terms may be inadequate to protect our competitive position. It is difficult and costly to protect our proprietary rights and technology, and we may not be able to ensure their protection.

Our commercial success will depend in large part on obtaining and maintaining patent, trademark and trade secret protection of our proprietary technologies and our product candidates, their respective components, formulations, combination therapies, methods used to manufacture them and methods of treatment, as well as successfully defending these patents against third-party challenges. Our ability to stop unauthorized third parties from making, using, selling, offering to sell or importing our product candidates is affected by the extent to which we have rights under valid and enforceable patents that cover these activities. If our patents expire, or we are unable to secure and maintain patent protection for any product or technology we develop, or if the scope of the patent protection secured is not sufficiently broad, our competitors could develop and commercialize products and technology similar or identical to ours, and our ability to commercialize any product candidates we may develop may be adversely affected. Patents have a limited lifespan. In the U.S., if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest U.S. non-provisional filing date. Various extensions such as patent term adjustments and/or extensions, may be available, but the life of a patent, and the protection it affords, is limited. Our current composition of matter patents covering nirogacestat and mirdametinib, were licensed from Pfizer in connection with the formation of our company. U.S. composition of matter patents covering the chemical structure of nirogacestat expire in 2025 and three U.S. composition of matter patents that cover the polymorphic form of nirogacestat that is currently in clinical development expire in 2039. Two U.S. patents covering several polymorphic forms of mirdametinib, including the polymorphic form that is currently in clinical development, expire in 2041. Our earliest patents may expire before, or soon after, either product candidate achieves marketing approval in the U.S. or foreign jurisdictions. Upon the expiration of the current patents, we currently intend to rely on orphan drug exclusivity to market our lead products. Once the patent life has expired, we may be open to competition from competitive products, including generics. As a result, our patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours. The expiration of the patents covering our lead product candidates, and our inability to secure additional patent protection, could also have a material adverse effect on our business, results of operations, financial condition and prospects.

The patenting process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. In addition, we may not pursue or obtain patent protection in all relevant markets. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we may not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from or license to third parties and are reliant on our licensors or licensees.

The strength of patents in the biopharmaceutical field involves complex legal and scientific questions and can be uncertain. The patent applications that we own or in-license now or in the future may fail to result in issued patents with claims that cover our product candidates or uses thereof in the U.S. or in other foreign countries. Even if the patents do successfully issue, third

parties may challenge the validity, enforceability or scope thereof, which may result in such patents being narrowed, invalidated or held unenforceable. Furthermore, even if they are unchallenged, the patents and patent applications covering our product candidates may not adequately protect our intellectual property or prevent others from designing around our claims. If the breadth or strength of protection provided by the patents we hold with respect to our product candidates is threatened, it could dissuade companies from collaborating with us to develop, and threaten our ability to commercialize, our product candidates. Further, if we encounter delays in our clinical trials, the period of time during which we could market our product candidates under patent protection would be reduced.

Since patent applications in the U.S. and most other countries are confidential for a period of time after filing, there is no certainty that any patent application related to a product candidate was the first to be filed. Furthermore, for U.S. applications in which at least one claim is entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third party or instituted by the U.S. Patent and Trademark Office, or USPTO, to determine who was the first to invent any of the subject matter covered by the patent claims of an application.

We cannot be certain that we are the first to invent any inventions covered by a pending patent application and, if we are not, we could be subject to priority disputes. We may be required to disclaim part or all of the term of certain patents or all of the term of certain patent applications. There may be prior art of which we are not aware that may affect the validity or enforceability of a patent claim. There also may be prior art of which we are aware, but which we do not believe affects the validity or enforceability of a claim, which may, nonetheless, ultimately be found to affect the validity or enforceability of a claim. No assurance can be given that if challenged, our patents would be declared by a court to be valid or enforceable or that even if found valid and enforceable, a competitor's technology or product would be found by a court to infringe our patents. We may analyze patents or patent applications of our competitors that we believe are relevant to our activities and consider that we are free to operate in relation to our product candidates, but our competitors may achieve issued claims, including in patents we consider to be unrelated, which block our efforts or may potentially result in our product candidates or our activities infringing such claims. The possibility exists that others will develop products which have the same effect as our products on an independent basis which do not infringe our patents or other intellectual property rights or will design around the claims of patents that we have had issued that cover our products. In addition, some of our patent applications and patents may cover inventions owned jointly by us and our collaborators. There can be no assurance that we and our collaborators will agree upon matters related to patent filing and prosecution strategy required to execute an effective patent strategy or that decisions made by our collaborators will be consistent with our goals for protecting our solely owned intellectual property.

Recent or future patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. Under the enacted Leahy-Smith America Invents Act, or America Invents Act, enacted in 2013, the U.S. moved from a "first-to-invent" to a "first-to-file" system. Under a "first-to-file" system, assuming the other requirements for patentability are met, the first inventor to file a patent application generally will be entitled to a patent on the invention regardless of whether another inventor had made the invention earlier. The America Invents Act includes a number of other significant changes to U.S. patent law, including provisions that affect the way patent applications are prosecuted, redefine prior art and establish a new post-grant review system. The effects of these changes are currently unclear as the USPTO only recently developed new regulations and procedures in connection with the America Invents Act and many of the substantive changes to patent law, including the "first-to-file" provisions, only became effective in March 2013. In addition, the courts have yet to address many of these provisions and the applicability of the act and new regulations on specific patents discussed herein have not been determined and would need to be reviewed. However, the America Invents Act and its implementation could increase the uncertainties and costs surrounding the prosecution of any patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

The degree of future protection for our proprietary rights is uncertain because legal means afford only limited protection and may not adequately protect our rights or permit us to gain or keep our competitive advantage. For example:

- others may be able to make or use compounds that are similar to the compositions of our product candidates but that are not covered by the claims of our patents;
- the active ingredients in our current product candidates will eventually become commercially available in generic drug products, and no patent protection may be available with regard to formulation or method of use;
- a company or its licensor, as the case may be, may fail to meet its obligations to the U.S. government in regard to any in-licensed patents and patent applications funded by U.S. government grants, leading to the loss of patent rights;
- such company or its licensors, as the case may be, might not have been the first to file patent applications for these inventions;
- others may independently develop similar or alternative technologies or duplicate any of our technologies;
- it is possible that a pending patent applications will not result in issued patents;

- it is possible that there are prior public disclosures that could invalidate our or our licensors' patents, as the case may be, or parts of our or their patents;
- it is possible that others may circumvent our owned or in-licensed patents;
- it is possible that there are unpublished applications or patent applications maintained in secrecy that may later issue with claims covering our products or technology similar to ours;
- the laws of foreign countries may not protect our or our licensors', as the case may be, proprietary rights to the same extent as the laws of the U.S.;
- the claims of our owned or in-licensed issued patents or patent applications, if and when issued, may not cover our product candidates;
- our owned or in-licensed issued patents may not provide us with any competitive advantages, may be narrowed in scope, or be held invalid or unenforceable as a result of legal challenges by third parties;
- the inventors of owned or in-licensed patents or patent applications may become involved with competitors, develop products or processes which design around our patents, or become hostile to us or the patents or patent applications on which they are named as inventors;
- it is possible that owned or in-licensed patents or patent applications omit individual(s) that should be listed as inventor(s) or include individual(s) that should not be listed as inventor(s), which may cause these patents or patents issuing from these patent applications to be held invalid or unenforceable;
- we have engaged in scientific collaborations in the past, and will continue to do so in the future. Such collaborators may develop adjacent or competing products to ours that are outside the scope of our patents;
- we may not develop additional proprietary technologies for which we can obtain patent protection;
- it is possible that product candidates we develop may be covered by third parties' patents or other exclusive rights; or
- the patents of others may have an adverse effect on our business.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

In addition to patent protection, we rely heavily upon know-how and trade secret protection, as well as non-disclosure agreements and invention assignment agreements with our employees, consultants and third parties, to protect our confidential and proprietary information, especially where we do not believe patent protection is appropriate or obtainable. In addition to contractual measures, we try to protect the confidential nature of our proprietary information using physical and technological security measures. Such measures may not, for example, in the case of misappropriation of a trade secret by an employee or third party with authorized access, provide adequate protection for our proprietary information. Our security measures may not prevent an employee or consultant from misappropriating our trade secrets and providing them to a competitor, and recourse we take against such misconduct may not provide an adequate remedy to protect our interests fully. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, trade secrets may be independently developed by others in a manner that could prevent legal recourse by us. If any of our confidential or proprietary information, such as our trade secrets, were to be disclosed or misappropriated, or if any such information was independently developed by a competitor, our competitive position could be harmed.

In addition, courts outside the U.S. are sometimes less willing to protect trade secrets. If we choose to go to court to stop a third party from using any of our trade secrets, we may incur substantial costs. These lawsuits may consume our time and other resources even if we are successful. Although we take steps to protect our proprietary information and trade secrets, including through contractual means with our employees and consultants, third parties may independently develop substantially equivalent proprietary information and techniques or otherwise gain access to our trade secrets or disclose our technology.

Thus, we may not be able to meaningfully protect our trade secrets. It is our policy to require our employees, consultants, outside scientific collaborators, sponsored researchers and other advisors to execute confidentiality agreements upon the commencement of employment or consulting relationships with us. These agreements provide that all confidential information concerning our business or financial affairs developed or made known to the individual or entity during the course of the party's relationship with us is to be kept confidential and not disclosed to third parties except in specific circumstances. In the case of employees, the agreements provide that all inventions conceived by the individual, and which are related to our current or planned business or research and development or made during normal working hours, on our premises or using our equipment or proprietary information, are our exclusive property. In addition, we take other appropriate precautions, such as physical and technological security measures, to guard against misappropriation of our proprietary technology by third parties.

Third-party claims of intellectual property infringement may prevent or delay our product discovery and development efforts.

Our commercial success depends in part on our ability to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights of third parties. There is a substantial amount of litigation involving patents and other intellectual property rights in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference, derivation, inter partes review, post grant review, and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in foreign jurisdictions. We may be exposed to, or threatened with, future litigation by third parties having patent or other intellectual property rights alleging that our product candidates and/or proprietary technologies infringe their intellectual property rights. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing our product candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our product candidates may give rise to claims of infringement of the patent rights of others. Moreover, it is not always clear to industry participants, including us, which patents cover various types of drugs, products or their methods of use or manufacture. Thus, because of the large number of patents issued and patent applications filed in our fields, there may be a risk that third parties may allege they have patent rights encompassing our product candidates, technologies or methods.

If a third party claims that we infringe its intellectual property rights, we may face a number of issues, including, but not limited to:

- infringement and other intellectual property claims which, regardless of merit, may be expensive and time-consuming to litigate and may divert our management's attention from our core business;
- substantial damages for infringement, which we may have to pay if a court decides that the product candidate or technology at issue infringes on or violates the third party's rights, and, if the court finds that the infringement was willful, we could be ordered to pay treble damages and the patent owner's attorneys' fees;
- a court prohibiting us from developing, manufacturing, marketing or selling our product candidates, or from using our proprietary technologies, unless the third party licenses its product rights to us, which it is not required to do;
- if a license is available from a third party, we may have to pay substantial royalties, upfront fees and other amounts, and/or grant cross-licenses to intellectual property rights for our products; and
- redesigning our product candidates or processes so they do not infringe, which may not be possible or may require substantial monetary expenditures and time.

Some of our competitors may be able to sustain the costs of complex patent litigation more effectively than we can because they have substantially greater resources. In addition, any uncertainties resulting from the initiation and continuation of any litigation could have a material adverse effect on our ability to raise the funds necessary to continue our operations or could otherwise have a material adverse effect on our business, results of operations, financial condition and prospects.

Third parties may assert that we are employing their proprietary technology without authorization. Generally, conducting clinical trials and other development activities in the U.S. is protected under the Safe Harbor exemption as set forth in 35 U.S.C. §271. If any of our product candidates are approved by the FDA, third parties may then seek to enforce their patent by filing a patent infringement lawsuit against us. While we do not believe that any claims of such patent that could otherwise materially adversely affect commercialization of our product candidates, if approved, are valid and enforceable, we may be incorrect in this belief, or we may not be able to prove it in a litigation. In this regard, patents issued in the U.S. by law enjoy a presumption of validity that can be rebutted only with evidence that is "clear and convincing," a heightened standard of proof. There may be third-party patents of which we are currently unaware with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates. Because patent applications can take many years to issue, there may be currently pending patent applications which may later result in issued patents that our product candidates may infringe. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. If any third-party patents were held by a court of competent jurisdiction to cover the manufacturing process of our product candidates, constructs or molecules used in or formed during the manufacturing process, or any final product itself, the holders of any such patents may be able to block our ability to commercialize the product candidate unless we obtained a license under the applicable patents, or until such patents expire or they are finally determined to be held invalid or unenforceable. Similarly, if any third-party patent were held by a court of competent jurisdiction to cover aspects of our formulations, processes for manufacture or methods of use, the holders of any such patent may be able to block our ability to develop and commercialize the product candidate unless we obtained a license or until such patent expires or is finally determined to be held invalid or unenforceable. In either case, such a license may not be available on commercially reasonable terms or at all. If we are unable to obtain a necessary license to a third-party patent on commercially reasonable terms, or at all, our ability to commercialize our product candidates may be impaired or delayed, which could in turn significantly harm our business. Even if we obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In addition, if the breadth or strength of protection provided by our patents and any patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

Parties making claims against us may seek and obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. In the event of a successful claim of infringement against us, we or our licensors may have to pay substantial damages, including treble damages and attorneys' fees for willful infringement, obtain one or more licenses from third parties, pay royalties or redesign our infringing products, which may be impossible or require substantial time and monetary expenditure. We cannot predict whether any such license would be available at all or whether it would be available on commercially reasonable terms. Furthermore, even in the absence of litigation, we may need to obtain licenses from third parties to advance our research or allow commercialization of our product candidates. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we would be unable to further develop and commercialize our product candidates, which could harm our business significantly.

Third parties may assert that our employees, consultants, collaborators or partners have wrongfully used or disclosed confidential information or misappropriated trade secrets.

As is common in the biotechnology and pharmaceutical industries, we employ individuals who were previously employed at universities or other biopharmaceutical or pharmaceutical companies, including our competitors or potential competitors. Although no claims against us are currently pending, and although we try to ensure that our employees and consultants do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed intellectual property, including trade secrets or other proprietary information, of a former employer or other third parties. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments, and, if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. This type of litigation or proceeding could substantially increase our operating losses and reduce our resources available for development activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their substantially greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other intellectual property related proceedings could adversely affect our ability to compete in the marketplace.

We may not be successful in obtaining or maintaining necessary rights to develop any future product candidates on acceptable terms.

Because our programs may involve additional product candidates that may require the use of proprietary rights held by third parties, the growth of our business may depend in part on our ability to acquire, in-license or use these proprietary rights.

Our product candidates may also require specific formulations to work effectively and these rights may be held by others. We may develop products containing our compounds and pre-existing pharmaceutical compounds. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify as necessary or important to our business operations. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all, which could harm our business. We may need to cease use of the compositions or methods covered by such third-party intellectual property rights and may need to seek to develop alternative approaches that do not infringe on such intellectual property rights which may entail additional costs and development delays, even if we were able to develop such alternatives, which may not be feasible. Even if we are able to obtain a license, it may be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. In that event, we may be required to expend significant time and resources to develop or license replacement technology.

Additionally, we sometimes collaborate with academic institutions to accelerate our preclinical research or development under written agreements with these institutions. In certain cases, these institutions may provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such option, we may be unable to negotiate a license within the specified timeframe or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to others, potentially blocking our ability to pursue our program. If we are unable to successfully obtain rights to required third-party intellectual property or to maintain the existing intellectual property rights we have, we may have to abandon development of such program and our business and financial condition could suffer.

The licensing and acquisition of third-party intellectual property rights is a competitive area, and companies, which may be more established, or have greater resources than we do, may also be pursuing strategies to license or acquire third-party intellectual property rights that we may consider necessary or attractive in order to commercialize our product candidates. More established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities. There can be no assurance that we will be able to successfully complete such negotiations and ultimately acquire the rights to the intellectual property surrounding the additional product candidates that we may seek to acquire.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time-consuming and unsuccessful.

Competitors may infringe our patents or the patents of our licensors. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that one or more of our patents is not valid or is unenforceable or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated, held unenforceable or interpreted narrowly and could put any patent applications at risk of not issuing. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business.

We may choose to challenge the patentability of claims in a third party's U.S. patent by requesting that the USPTO review the patent claims in an ex-parte re-exam, inter partes review or post-grant review proceedings. These proceedings are expensive and may consume our time or other resources. We may choose to challenge a third party's patent in patent opposition proceedings in the European Patent Office, or EPO, or other foreign patent offices. The costs of these opposition proceedings could be substantial and may consume our time or other resources. If we fail to obtain a favorable result at the USPTO, EPO or other patent offices then we may be exposed to litigation by a third party alleging that the patent may be infringed by our product candidates or proprietary technologies.

In addition, because some patent applications in the U.S. may be maintained in secrecy until the patents are issued, patent applications in the U.S. and many foreign jurisdictions are typically not published until 18 months after filing, and publications in the scientific literature often lag behind actual discoveries, we cannot be certain that others have not filed patent applications for technology covered by issued patents or any pending applications, or that we or, if applicable, a licensor were the first to invent the technology. Our competitors also may have filed, and may in the future file, patent applications covering our products or technology similar to ours. Any such patent application may have priority over our patents or any patent applications, which could require us to obtain rights to issued patents covering such technologies. If another party has filed a U.S. patent application on inventions similar to those owned by or in-licensed to us, we or, in the case of in-licensed technology, the licensor may have to participate in an interference proceeding declared by the USPTO to determine priority of invention in the U.S. If we or one of our licensors is a party to an interference proceeding involving a U.S. patent application on inventions owned by or in-licensed to us, we may incur substantial costs, divert management's time and expend other resources, even if we are successful.

Interference proceedings provoked by third parties or brought by the USPTO may be necessary to determine the priority of inventions with respect to our patents or any patent applications or those of our licensors. An unfavorable outcome could result in a loss of our current patent rights and could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Litigation or interference proceedings may result in a decision adverse to our interests and, even if we are successful, may result in substantial costs and distract our management and other employees. We may not be able to prevent, alone or with our licensors, misappropriation of our trade secrets or confidential information, particularly in countries where the laws may not protect those rights as fully as in the U.S.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during such litigation. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent. The USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent application process and following the issuance of a patent. While an inadvertent lapse can in many cases be cured by payment of a late fee or by other means in accordance with the applicable rules, there are situations in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. Noncompliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. In such an event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

Issued patents covering our product candidates could be found invalid or unenforceable if challenged in court or the USPTO.

If we or one of our licensing partners initiate legal proceedings against a third party to enforce a patent covering one of our product candidates, the defendant could counterclaim that the patent covering our product candidate, as applicable, is invalid and/or unenforceable. In patent litigation in the U.S., defendant counterclaims alleging invalidity and/or unenforceability are commonplace, and there are numerous grounds upon which a third party can assert invalidity or unenforceability of a patent. Third parties may also raise similar claims before administrative bodies in the U.S. or abroad, even outside the context of litigation. Such mechanisms include re-examination, post grant review, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in revocation or amendment to our patents in such a way that they no longer cover our product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to validity, for example, we cannot be certain that there is no invalidating prior art, of which we, our patent counsel and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, or if we are otherwise unable to adequately protect our rights, we would lose at least part, and perhaps all, of the patent protection on our product candidates. Such a loss of patent protection could have a material adverse impact on our business and our ability to commercialize or license our technology and product candidates.

Changes in patent law in the U.S. and in ex-U.S. jurisdictions could diminish the value of patents in general, thereby impairing our ability to protect our products.

As is the case with other biopharmaceutical companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biopharmaceutical industry involve both technological and legal complexity, and is therefore costly, time-consuming and inherently uncertain. In addition, the U.S. has recently enacted, and is currently implementing, wide-ranging patent reform legislation. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. We cannot predict how these decisions or any future decisions by the courts, the U.S. Congress or the USPTO may impact the value of our patents. Similarly, any adverse changes in the patent laws of other jurisdictions could have a material adverse effect on our business and financial condition.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on product candidates in all countries throughout the world is expensive. While certain of our licensed patents, including patents covering our lead product candidates, have been issued in major markets and other countries, our intellectual property rights in some countries outside the U.S. can be less extensive than those in the U.S. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the U.S. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the U.S., or from selling or importing products made using our inventions in and into the U.S. or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and, further, may export otherwise infringing products to territories where we have patent protection but where enforcement is not as strong as that in the U.S. These products may compete with our products in jurisdictions where we do not have any issued patents and our patent claims or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biopharmaceutical products, which could make it difficult for us or our licensors to stop the infringement of our patents or marketing of competing products against third parties in violation of our proprietary rights generally. The initiation of proceedings by third parties to challenge the scope or validity of our patent rights in foreign jurisdictions could result in substantial cost and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and any patent applications at risk of not issuing and could provoke third parties to assert claims against us or our licensors. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

If we do not obtain patent term extension and data exclusivity for any product candidates we may develop, our business may be materially harmed.

Depending upon the timing, duration and specifics of any FDA marketing approval of any product candidates we may develop, one or more of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Action of 1984, or Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent extension term of up to five years as compensation for patent term lost during the FDA regulatory review process. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval, only one patent may be extended and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. However, we may not be granted an extension because of, for example, failing to exercise due diligence during the testing phase or regulatory review process, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the applicable time period or the scope of patent protection afforded could be less than we request. If we are unable to obtain patent term extension or term of any such extension is less than we request, our competitors may obtain approval of competing products following our patent expiration, and our business, financial condition, results of operations and prospects could be materially harmed.

If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.

Our trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names or may be forced to stop using these names, which we need for name recognition by potential partners or customers in our markets of interest. If we are unable to establish name recognition based on our trademarks and trade names, we may not be able to compete effectively and our business may be adversely affected.

Risks related to government regulation

The regulatory approval process for our product candidates in the U.S., the European Union, and other jurisdictions is currently uncertain and will be lengthy, time-consuming and inherently unpredictable and we may experience significant delays in the clinical development and regulatory approval, if any, of our product candidates.*

The research, testing, manufacturing, labeling, approval, selling, import, export, marketing and distribution of drug products are subject to extensive regulation by the FDA in the U.S., the EMA in the European Union, or EU, and comparable foreign regulatory authorities. We are not permitted to market any product in any jurisdiction until we receive marketing approval from the appropriate regulatory authority. We have not previously submitted an NDA to the FDA, an MAA to the EMA or similar marketing application to comparable foreign regulatory authorities. In the U.S., an NDA must include extensive preclinical and clinical data and supporting information to establish that the product candidate is safe, pure and potent for each desired indication. An NDA must also include significant information regarding the chemistry, manufacturing and controls for the product, and the manufacturing facilities must complete a successful pre-approval inspection.

The FDA may also require a panel of experts, referred to as an Advisory Committee, to deliberate on the adequacy of the safety and efficacy data to support approval. The opinion of the Advisory Committee, although not binding, may have a significant impact on our ability to obtain approval of any product candidates that we develop based on the completed clinical trials.

In addition, clinical trials can be delayed or terminated for a variety of reasons, including delays or failures related to:

- obtaining regulatory authorization to begin a clinical trial, if applicable;

- the availability of financial resources to begin and complete the planned trials;
- reaching agreement on acceptable terms with prospective CROs and clinical trial sites, the terms of which can be subject to extensive negotiation and may vary significantly among different CROs and clinical trial sites;
- obtaining approval at each clinical trial site by an independent IRB or ethics committee;
- recruiting suitable patients to participate in a clinical trial in a timely manner;
- having patients complete a clinical trial or return for post-treatment follow-up;
- clinical trial sites deviating from clinical trial protocol, not complying with GCP requirements or dropping out of a trial;
- the availability of materials or manufacturing slots for the products needed for our clinical trials, as a result of the ongoing conflict between Russia and Ukraine and resulting heightened economic sanctions from the United States, which could lead to delays in these trials; We could face higher costs or reduced availability of supplies, materials, components, or services for product candidates in the U.S., the European Union, and other jurisdictions;
- addressing any patient safety concerns that arise during the course of a clinical trial;
- addressing any conflicts with new or existing laws or regulations;
- adding new clinical trial sites; or
- manufacturing qualified materials under cGMP regulations for use in clinical trials.

Patient enrollment is a significant factor in the timing of clinical trials and is affected by many factors. Further, a clinical trial may be suspended or terminated by us, the IRBs for the institutions in which such clinical trials are being conducted, or the FDA, EMA or comparable foreign regulatory authorities, or recommended for suspension or termination by the DSMB for such clinical trial, due to a number of factors, including failure to conduct the clinical trial in accordance with regulatory requirements or our clinical protocols, inspection of the clinical trial operations or clinical trial sites by the FDA, EMA or comparable foreign regulatory authorities resulting in the imposition of a clinical hold, unforeseen safety issues or adverse side effects, failure to demonstrate a benefit from using a product candidate, changes in governmental regulations or administrative actions or lack of adequate funding to continue the clinical trial. If we experience termination of, or delays in the completion of, any clinical trial of our product candidates, the commercial prospects for our product candidates will be harmed, and our ability to generate product revenue will be delayed. In addition, any delays in completing any clinical trials will increase our costs, slow down our product development and approval process and jeopardize our ability to commence product sales and generate revenue.

Since March 2020, when foreign and domestic inspections of facilities were largely placed on hold, the FDA has been working to resume pre-pandemic levels of inspection activities, including routine surveillance, bioresearch monitoring and pre-approval inspections. Should the FDA determine that an inspection is necessary for approval and an inspection cannot be completed during the review cycle due to restrictions on travel, and the FDA does not determine a remote interactive evaluation to be adequate, the FDA has stated that it generally intends to issue, depending on the circumstances, a complete response letter or defer action on the application until an inspection can be completed. During the COVID-19 public health emergency, a number of companies announced receipt of complete response letters due to the FDA's inability to complete required inspections for their applications. Regulatory authorities outside the U.S. may adopt similar restrictions or other policy measures in response to the ongoing COVID-19 pandemic and may experience delays in their regulatory activities.

The FDA, EMA or comparable foreign regulatory authorities may disagree with our regulatory plan for our product candidates.

The general approach for FDA approval of a new drug is dispositive data from one or more well-controlled Phase 3 clinical trials of the product candidate in the relevant patient population. Phase 3 clinical trials typically involve a large number of patients, have significant costs and take years to complete.

Our clinical trial results may not support approval of our product candidates. In addition, our product candidates could fail to receive regulatory approval, or regulatory approval could be delayed, for many reasons, including the following:

- the FDA, EMA or comparable foreign regulatory authorities may disagree with the dosing regimen, design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA, EMA or comparable foreign regulatory authorities that our product candidates are safe and effective for any of their proposed indications;
- we may encounter safety or efficacy problems caused by the ongoing COVID-19 pandemic;
- the results of clinical trials may not meet the level of statistical significance required by the FDA, EMA or comparable foreign regulatory authorities for approval;
- we may be unable to demonstrate that our product candidates' clinical and other benefits outweigh their safety risks;

- the FDA, EMA or comparable foreign regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- the data collected from clinical trials of our product candidates may not be sufficient to the satisfaction of the FDA, EMA or comparable foreign regulatory authorities to support the submission of an NDA or other comparable submission in foreign jurisdictions or to obtain regulatory approval in the U.S. or elsewhere;
- the FDA, EMA or comparable foreign regulatory authorities may fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA, EMA or comparable foreign regulatory authorities may significantly change in a manner rendering our clinical data insufficient for approval.

We may seek regulatory approval of our product candidates based on an interim analysis conducted of a registrational trial, particularly if the interim analysis is statistically significant for the primary endpoint and the safety data demonstrate an acceptable safety and tolerability profile. The results of any such interim analysis would be discussed with the FDA at a pre-NDA meeting to assess the adequacy of the data to support the submission of an NDA; however, if the FDA does not agree that the interim analysis provides a sufficient basis for regulatory approval, we would not submit an NDA until the conclusion of such registrational trial.

Breakthrough Therapy Designation or Fast Track Designation from the FDA may not actually lead to a faster development or regulatory review or approval process.

The FDA has granted Fast Track Designation and Breakthrough Therapy Designation for nirogacestat for the treatment of adult patients with progressive, unresectable, recurrent or refractory desmoid tumors or deep fibromatosis, and has granted Fast Track Designation for mirdametinib for the treatment of patients at least two years of age with NF1-associated inoperable PN that are progressing or causing significant morbidity. We may seek Breakthrough Therapy Designation or Fast Track Designation for our other product candidates.

If a product is intended for the treatment of a serious or life-threatening condition and the product demonstrates the potential to address unmet medical needs for this condition, the product sponsor may apply for Fast Track Designation. The FDA has broad discretion whether or not to grant this designation, so even if we believe one of our product candidates is eligible for this designation, we cannot assure you that the FDA would decide to grant it. Even if we do receive Fast Track Designation, we may not experience a faster development process, review or approval compared to conventional FDA procedures. The FDA may withdraw Fast Track Designation if it believes that the designation is no longer supported by data from our clinical development program.

A breakthrough therapy is defined as a product that is intended, alone or in combination with one or more other products, to treat a serious or life-threatening disease or condition, and preliminary clinical evidence indicates that the product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. For products that have been designated as breakthrough therapies, interaction and communication between the FDA and the sponsor of the trial can help to identify the most efficient path for clinical development while minimizing the number of patients placed in ineffective control regimens.

Designation as a breakthrough therapy is within the discretion of the FDA. Accordingly, even if we believe one of our product candidates meets the criteria for designation as a breakthrough therapy, the FDA may disagree and instead determine not to make such designation. In any event, the receipt of a Breakthrough Therapy Designation may not result in a faster development process, review or approval compared to products considered for approval under conventional FDA procedures and does not assure ultimate approval by the FDA. In addition, even if a product candidate qualifies as a breakthrough therapy, the FDA may later decide that the product no longer meets the conditions for qualification and rescind the Breakthrough Therapy Designation.

The results of clinical trials conducted at clinical trial sites outside the U.S. might not be accepted by the FDA, and data developed outside of a foreign jurisdiction similarly might not be accepted by such foreign regulatory authority.

Some of the prior clinical trials for our product candidates were conducted outside the U.S., and we intend to conduct additional clinical trials outside the U.S. Although the FDA, EMA or comparable foreign regulatory authorities may accept data from clinical trials conducted outside the relevant jurisdiction, acceptance of these data is subject to certain conditions. For example, the FDA requires that the clinical trial must be well designed and conducted and performed by qualified investigators in accordance with ethical principles such as IRB or ethics committee approval and informed consent, the trial population must adequately represent the U.S. population, and the data must be applicable to the U.S. population and U.S. medical practice in ways that the FDA deems clinically meaningful. In addition, while these clinical trials are subject to the applicable local laws,

acceptance of the data by the FDA will be dependent upon its determination that the trials were conducted consistent with all applicable U.S. laws and regulations. There can be no assurance that the FDA will accept data from trials conducted outside of the U.S. as adequate support of a marketing application. Similarly, we must also ensure that any data submitted to foreign regulatory authorities adheres to their standards and requirements for clinical trials and there can be no assurance a comparable foreign regulatory authority would accept data from trials conducted outside of its jurisdiction.

Our relationships with healthcare providers and physicians and third-party payors will be subject to applicable anti-kickback, fraud and abuse and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors in the U.S. and elsewhere play a primary role in the recommendation and prescription of pharmaceutical products. Arrangements with third-party payors and customers can expose pharmaceutical manufacturers to broadly applicable fraud and abuse and other healthcare laws and regulations, including, without limitation, the federal Anti-Kickback Statute, or AKS, and the federal False Claims Act, or FCA, which may constrain the business or financial arrangements and relationships through which such companies sell, market and distribute pharmaceutical products. In particular, the research of our product candidates, as well as the promotion, sales and marketing of healthcare items and services, as well as certain business arrangements in the healthcare industry, are subject to extensive laws designed to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, structuring and commission(s), certain customer incentive programs and other business arrangements generally. Activities subject to these laws also involve the improper use of information obtained in the course of patient recruitment for clinical trials. The applicable federal, state and foreign healthcare laws and regulations that may affect our ability to operate include, but are not limited to:

- the AKS, which prohibits, among other things, knowingly and willfully soliciting, receiving, offering or paying any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce, or in return for, either the referral of an individual, or the purchase, lease, order or recommendation of any good, facility, item or service for which payment may be made, in whole or in part, under a federal healthcare program, such as the Medicare and Medicaid programs. A person or entity can be found guilty of violating the statute without actual knowledge of the statute or specific intent to violate it. In addition, a claim including items or services resulting from a violation of the AKS constitutes a false or fraudulent claim for purposes of the FCA. The AKS has been interpreted to apply to arrangements between pharmaceutical manufacturers on the one hand and prescribers, purchasers, and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some common activities from prosecution. On November 20, 2020, the Office of Inspector General, or OIG, finalized further modifications to the AKS. Under the final rules, the OIG added safe harbor protections under the AKS for certain coordinated care and value-based arrangements among clinicians, providers, and others. These rules (with exceptions) became effective January 19, 2021. Implementation of this change and new safe harbors for point-of-sale reductions in price for prescription pharmaceutical products and pharmacy benefit manager service fees are currently under review by the Biden administration and may be amended or repealed. We continue to evaluate what effect, if any, the rule will have on our business;
- the federal civil and criminal false claims laws and civil monetary penalty laws, including the FCA, which prohibit, among other things, individuals or entities from knowingly presenting, or causing to be presented, false or fraudulent claims for payment to, or approval by Medicare, Medicaid or other federal healthcare programs, knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim or an obligation to pay or transmit money to the federal government, or knowingly concealing or knowingly and improperly avoiding or decreasing or concealing an obligation to pay money to the federal government. Manufacturers can be held liable under the FCA even when they do not submit claims directly to government payors if they are deemed to "cause" the submission of false or fraudulent claims. The government may deem manufacturers to have "caused" the submission of false or fraudulent claims by, for example, providing inaccurate billing or coding information to customers or promoting a product off-label. The FCA also permits a private individual acting as a "whistleblower" to bring actions on behalf of the federal government alleging violations of the FCA and to share in any monetary recovery. When an entity is determined to have violated the FCA, the government may impose civil fines and penalties ranging, plus treble damages, and exclude the entity and its products from participation in Medicare, Medicaid and other federal healthcare programs;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program or obtain, by means of false or fraudulent pretenses, representations or promises, any of the money or property owned by, or under the custody or control of, any healthcare benefit program, regardless of the payor (e.g., public or private) and knowingly and willfully falsifying, concealing or covering up by any trick or device a material fact or making any materially false statements in connection with the delivery of, or payment for, healthcare

benefits, items or services relating to healthcare matters. Similar to the AKS, a person or entity can be found guilty of violating HIPAA without actual knowledge of the statute or specific intent to violate it;

- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, or HITECH, and their respective implementing regulations, which impose, among other things, requirements on certain healthcare providers, health plans and healthcare clearinghouses, known as covered entities, as well as their respective business associates, independent contractors that perform services for covered entities that involve the use, or disclosure of, individually identifiable health information, relating to the privacy, security and transmission of individually identifiable health information. HITECH also created new tiers of civil monetary penalties, amended HIPAA to make civil and criminal penalties directly applicable to business associates, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorneys' fees and costs associated with pursuing federal civil actions;
- the federal Physician Payments Sunshine Act, created under the Patient Protection and Affordable Care Act, as amended, or ACA, and its implementing regulations, which require some manufacturers of drugs, devices, biologicals and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) to report annually to the Centers for Medicare & Medicaid Services, or CMS, of the U.S. Department of Health and Human Services, or HHS, information related to payments or other transfers of value made to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members. Effective January 1, 2022, these reporting obligations will extend to include transfers of value made to certain non-physician providers such as physician assistants and nurse practitioners; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers, and may be broader in scope than their federal equivalents; state and foreign laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; state and foreign laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers, marketing expenditures or drug pricing; state and local laws that require the registration of pharmaceutical sales representatives; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

The distribution of pharmaceutical products is subject to additional requirements and regulations, including extensive record-keeping, licensing, storage and security requirements intended to prevent the unauthorized sale of pharmaceutical products. Pharmaceutical companies may also be subject to federal consumer protection and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in light of the lack of applicable precedent and regulations. Federal and state enforcement bodies continue to closely scrutinize interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions and settlements in the healthcare industry. Ensuring business arrangements comply with applicable healthcare laws, as well as responding to possible investigations by government authorities, can be time and resource-consuming and can divert a company's attention from the business.

It is possible that governmental and enforcement authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law interpreting applicable fraud and abuse or other healthcare laws and regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in federal and state funded healthcare programs, contractual damages and the curtailment or restricting of our operations, as well as additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws. Further, if any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to significant criminal, civil or administrative sanctions, including exclusions from government funded healthcare programs. Any action for violation of these laws, even if successfully defended, could cause a biopharmaceutical manufacturer to incur significant legal expenses and divert management's attention from the operation of the business. Prohibitions or restrictions on sales or withdrawal of future marketed products could materially affect business in an adverse way.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not guarantee that we will be able to obtain or maintain regulatory approval in any other jurisdiction, while a failure or delay in obtaining regulatory approval in one jurisdiction may have a negative effect on the regulatory approval process in others. For example, even if the FDA grants marketing approval of a product candidate, the EMA or comparable foreign regulatory authorities must also approve the manufacturing, marketing and promotion of the product candidate in those countries. Approval procedures vary among jurisdictions and can involve requirements and administrative review periods different from, and greater than, those in the U.S., including additional preclinical studies or clinical trials, as clinical trials conducted in one jurisdiction may not be accepted by regulatory authorities in other jurisdictions. In many jurisdictions outside the U.S., a product candidate must be approved for reimbursement before it can be approved for sale in that jurisdiction. In some cases, the price that we intend to charge for our products is also subject to approval.

We may also submit marketing applications in other countries. Regulatory authorities in jurisdictions outside of the U.S. have requirements for approval of product candidates with which we must comply prior to marketing in those jurisdictions. Obtaining foreign regulatory approvals and compliance with foreign regulatory requirements could result in significant delays, difficulties and costs for us and could delay or prevent the introduction of our products in certain countries. If we fail to comply with the regulatory requirements in international markets and/or receive applicable marketing approvals, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed.

Even if we receive regulatory approval of any product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our product candidates.

If any of our product candidates are approved, they will be subject to ongoing regulatory requirements for manufacturing, labeling, packaging, storage, advertising, promotion, sampling, record-keeping, conduct of post-marketing studies and submission of safety, efficacy and other post-marketing information, including both federal and state requirements in the U.S. and requirements of comparable foreign regulatory authorities. In addition, we will be subject to continued compliance with cGMP and GCP requirements for any clinical trials that we conduct post-approval.

Manufacturers and manufacturers' facilities are required to comply with extensive FDA, EMA and comparable foreign regulatory authority requirements, including ensuring that quality control and manufacturing procedures conform to cGMP regulations and applicable product tracking and tracing requirements. As such, we and our contract manufacturers will be subject to continual review and inspections to assess compliance with cGMP and adherence to commitments made in any NDA, BLA, or other marketing application and previous responses to inspection observations. Accordingly, we and others with whom we work must continue to expend time, money and effort in all areas of regulatory compliance, including manufacturing, production and quality control.

Any regulatory approvals that we receive for our product candidates may be subject to limitations on the approved indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for potentially costly post-marketing testing, including Phase 4 clinical trials and surveillance to monitor the safety and efficacy of the product candidate. Certain endpoint data we hope to include in any approved product labeling also may not make it into such labeling, including exploratory or secondary endpoint data such as patient-reported outcome measures. The FDA may also require a risk evaluation and mitigation strategies, or REMS, program as a condition of approval of our product candidates, which could entail requirements for long-term patient follow-up, a medication guide, physician communication plans or additional elements to ensure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. In addition, if the FDA, EMA or a comparable foreign regulatory authority approves our product candidates, we will have to comply with requirements including submissions of safety and other post-marketing information and reports and registration.

The FDA may impose consent decrees or withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with our product candidates, including adverse events of unanticipated severity or frequency, or with our third-party manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may result in revisions to the approved labeling to add new safety information, imposition of post-marketing studies or clinical trials to assess new safety risks or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of our products, withdrawal of the product from the market or voluntary or mandatory product recalls;

- fines, warning letters or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or suspension or revocation of license approvals;
- product seizure or detention or refusal to permit the import or export of our product candidates; and
- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising and promotion of products that are placed on the market. Products may be promoted only for the approved indications and in accordance with the provisions of the approved label. The policies of the FDA, EMA and comparable foreign regulatory authorities may change and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the U.S. or abroad. If we are slow or unable to adapt to changes in existing requirements or the adoption of new requirements or policies, or if we are not able to maintain regulatory compliance, we may lose any marketing approval that we may have obtained and we may not achieve or sustain profitability.

Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, if approved, which could make it difficult for us to sell any product candidates profitably.

The success of our product candidates, if approved, depends on the availability of coverage and adequate reimbursement from third-party payors. We cannot be sure that coverage and reimbursement will be available for, or accurately estimate the potential revenue from, our product candidates or assure that coverage and reimbursement will be available for any product that we may develop.

Patients who are provided medical treatment for their conditions generally rely on third-party payors to reimburse all or part of the costs associated with their treatment. Coverage and adequate reimbursement from governmental healthcare programs, such as Medicare and Medicaid, and commercial payors is critical to new product acceptance.

Government authorities and other third-party payors, such as private health insurers and health maintenance organizations, decide which drugs and treatments they will cover and the amount of reimbursement. Coverage and reimbursement by a third-party payor may depend upon a number of factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

In the U.S., no uniform policy of coverage and reimbursement for products exists among third-party payors. As a result, obtaining coverage and reimbursement approval of a product from a government or other third-party payor is a time-consuming and costly process that could require us to provide to each payor supporting scientific, clinical and cost-effectiveness data for the use of our products on a payor-by-payor basis, with no assurance that coverage and adequate reimbursement will be obtained. Even if we obtain coverage for a given product, the resulting reimbursement payment rates might not be adequate for us to achieve or sustain profitability or may require co-payments that patients find unacceptably high. Additionally, third-party payors may not cover, or provide adequate reimbursement for, long-term follow-up evaluations required following the use of product candidates, once approved. Patients are unlikely to use our product candidates, once approved, unless coverage is provided and reimbursement is adequate to cover a significant portion of their cost. There is significant uncertainty related to insurance coverage and reimbursement of newly approved products. It is difficult to predict at this time what third-party payors will decide with respect to the coverage and reimbursement for our product candidates. Further, due to the COVID-19 pandemic, millions of individuals have lost or will be losing employer-based insurance coverage, which may adversely affect our ability to commercialize our product candidates even if there is adequate coverage and reimbursement from third-party payors. It is unclear what effect, if any, the American Rescue Plan Act of 2021 will have on the number of covered individuals.

Payment methodologies may be subject to changes in healthcare legislation and regulatory initiatives. For example, the Middle Class Tax Relief and Job Creation Act of 2012 required that CMS, the agency responsible for administering the Medicare program, reduce the Medicare clinical laboratory fee schedule by 2% in 2013, which served as a base for 2014 and subsequent years. In addition, effective January 1, 2014, CMS also began bundling the Medicare payments for certain laboratory tests ordered while a patient received services in a hospital outpatient setting. Additional state and federal healthcare reform measures are expected to be adopted in the future, any of which could limit the amounts that federal and state governments will

pay for healthcare products and services, which could result in reduced demand for certain pharmaceutical products or additional pricing pressures.

Moreover, increasing efforts by governmental and third-party payors in the U.S. and abroad to cap or reduce healthcare costs may cause such organizations to limit both coverage and the level of reimbursement for newly approved products and, as a result, they may not cover or provide adequate payment for our product candidates. There has been increasing legislative and enforcement interest in the U.S. with respect to specialty drug pricing practices.

Specifically, there have been several recent U.S. Congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs and reform government program reimbursement methodologies for drugs. We expect to experience pricing pressures in connection with the sale of any of our product candidates due to the trend toward managed healthcare, the increasing influence of health maintenance organizations, cost containment initiatives and additional legislative changes.

Additionally, on December 2, 2020, HHS published a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers. Pursuant to an order entered by the U.S. District Court for the District of Columbia, the portion of the rule eliminating safe harbor protection for certain rebates related to the sale or purchase of a pharmaceutical product from a manufacturer to a plan sponsor under Medicare Part D has been delayed to January 1, 2023. On December 31, 2020, CMS published a new rule, effective January 1, 2023, requiring manufacturers to ensure the full value of co-pay assistance is passed on to the patient or these dollars will count toward the Average Manufacturer Price and Best Price calculation of the drug (the "Medicaid Accumulator Rule"). On May 17, 2022, the U.S. District Court for the District of Columbia granted the Pharmaceutical Research and Manufacturers of America's (PhRMA) motion for summary judgement invalidating the Medicaid Accumulator Rule. Further, implementation of this change and new safe harbors for point-of-sale reductions in prices for prescription pharmaceutical products and pharmacy benefit manager service fees are currently under review by the Biden administration and may be amended or repealed. Although a number of these and other proposed measures may require authorization through additional legislation to become effective, and the Biden administration may reverse or otherwise change these measures, Congress has indicated that it will continue to seek new legislative measures to control drug costs.

At the state level, legislatures are increasingly passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosures and transparency measures, and, in some cases, implementing regulations designed to encourage importation from other countries and bulk purchasing.

Further, the Right to Try Act of 2017, among other things, provides a federal framework for certain patients to access certain investigational new drug products that have completed a Phase 1 clinical trial and that are undergoing investigation for FDA approval. Under certain circumstances, eligible patients can seek treatment without enrolling in clinical trials and without obtaining FDA permission under the FDA expanded access program. There is no obligation for a pharmaceutical manufacturer to make its drug products available to eligible patients as a result of the Right to Try Act of 2017.

Ongoing healthcare legislative and regulatory reform measures may have a material adverse effect on our business and results of operations.

Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling; (iii) the recall or discontinuation of our products; or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

In the U.S., there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Affordable Care Act, or ACA, was passed, which substantially changed the way healthcare is financed by both governmental and private insurers, and significantly impacted the U.S. biopharmaceutical industry. The ACA, among other things, addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations, established annual fees and taxes on manufacturers of certain branded prescription drugs and created a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (increased to 70% pursuant to the Bipartisan Budget Act of 2018, effective as of 2019) point-of-sale discounts off negotiated prices of

applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D.

Since its enactment, there have been numerous judicial, administrative, executive and Congressional legislative challenges to certain aspects of the ACA, and we expect there will be additional challenges and amendments to the ACA in the future. For example, various portions of the ACA are currently undergoing constitutional challenges in the U.S. Supreme Court, and the former Trump administration issued various Executive Orders eliminating cost sharing subsidies and various provisions that would impose a fiscal burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. Additionally, Congress has introduced several pieces of legislation aimed at significantly revising or repealing the ACA. In December 2018, CMS published a final rule permitting further collections and payments to and from certain ACA qualified health plans and health insurance issuers under the ACA risk adjustment program in response to the outcome of the federal district court litigation regarding the method CMS uses to determine this risk adjustment. Since then, the ACA risk adjustment program payment parameters have been updated annually. It is unclear whether the ACA will be overturned, repealed, replaced, or further amended, and we cannot predict what affect further changes to the ACA would have on our business, especially given the transition to the Biden Administration.

Other legislative changes have been proposed and adopted in the U.S. since the ACA was enacted. The Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs, including aggregate reductions of Medicare payments to providers of 2% per fiscal year. These reductions went into effect on April 1, 2013 and, due to subsequent legislative amendments to the statute, including the BBA, will remain in effect through 2030, unless additional congressional action is taken. However, pursuant to the CARES Act, these reductions were suspended from May 1, 2020 through December 31, 2020 due to the COVID-19 pandemic. The Consolidated Appropriations Act of 2021, extended the suspension period to March 31, 2021. An Act to Prevent Across-the-Board Direct Spending Cuts, and for Other Purposes, signed into law on April 14, 2021, extended the suspension period to December 31, 2021. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

As discussed above, there has been increasing legislative and enforcement interest in the U.S. with respect to specialty drug pricing practices. See "—Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, if approved, which could make it difficult for us to sell any product candidates profitably." At the federal level, the former Trump administration's budget proposal for fiscal year 2021 included a $135 billion allowance to support legislative proposals seeking to reduce drug prices, increase competition, lower out-of-pocket drug costs for patients and increase patient access to lower-cost generic and biosimilar drugs. On March 10, 2020, the former Trump administration sent "principles" for drug pricing to Congress, calling for legislation that would, among other things, cap Medicare Part D beneficiary out-of-pocket pharmacy expenses, provide an option to cap Medicare Part D beneficiary monthly out-of-pocket expenses and place limits on pharmaceutical price increases. Further, the former Trump administration also previously released a "Blueprint" to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out of pocket costs of drug products paid by consumers. HHS has already started the process of soliciting feedback on some of these measures and, at the same time, is immediately implementing others under its existing authority. For example, in May 2019, CMS issued a final rule to allow Medicare Advantage Plans the option of using step therapy for Part B drugs beginning January 1, 2020. However, it is unclear whether the Biden administration will challenge, reverse, revoke or otherwise modify these executive and administrative actions. In addition, there have been several changes to the 340B drug pricing program, which imposes ceilings on prices that drug manufacturers can charge for medications sold to certain health care facilities. On December 27, 2018, the District Court for the District of Columbia invalidated a reimbursement formula change under the 340B drug pricing program, and CMS subsequently altered the FYs 2019 and 2018 reimbursement formula on specified covered outpatient drugs, or SCODs. The court ruled this change was not an "adjustment" which was within the Secretary's discretion to make but was instead a fundamental change in the reimbursement calculation. However, most recently, on July 31, 2020, the U.S. Court of Appeals for the District of Columbia Circuit overturned the district court's decision and found that the changes were within the Secretary's authority. On September 14, 2020, the plaintiffs-appellees filed a Petition for Rehearing En Banc (i.e., before the full court), which was denied on October 16, 2020. Plaintiffs-appellees filed a petition for a writ of certiorari at the Supreme Court on February 10, 2021 and the petition was granted on July 2, 2021. On June 15, 2022, the Supreme Court unanimously reversed the Court of Appeals' decision, holding that HHS's 2018 and 2019 reimbursement rates for 340B hospitals were contrary to the statute and unlawful. We continue to review developments impacting the 340B program.

In 2020, former President Trump announced several executive orders related to prescription drug pricing that sought to implement several of the former administration's proposals. In response, the FDA released a final rule on September 24, 2020, which went into effect on November 30, 2020, providing guidance for states to build and submit importation plans for drugs

from Canada. Further, on November 20, 2020, CMS issued an Interim Final Rule implementing the Most Favored Nation, or MFN, Model under which Medicare Part B reimbursement rates will be calculated for certain drugs and biologicals based on the lowest price drug manufacturers receive in Organization for Economic Cooperation and Development countries with a similar gross domestic product per capita. The MFN Model regulations mandate participation by identified Part B providers and would have applied to all U.S. states and territories for a seven-year period beginning January 1, 2021, and ending December 31, 2027. However, in response to a lawsuit filed by several industry groups, on December 28, 2020, the U.S. District Court for the Northern District of California issued a nationwide preliminary injunction enjoining government defendants from implementing the MFN Rule pending completion of notice-and-comment procedures under the Administrative Procedure Act. On January 13, 2021, in a separate lawsuit brought by industry groups in the U.S. District of Maryland, the government defendants entered a joint motion to stay litigation on the condition that the government would not appeal the preliminary injunction granted in the U.S. District Court for the Northern District of California and that performance for any final regulation stemming from the MFN Interim Final Rule shall not commence earlier than 60 days after publication of any such final regulation in the Federal Register. Further, authorities in Canada have passed rules designed to safeguard the Canadian drug supply from shortages. If implemented, importation of drugs from Canada and the MFN Model may materially and adversely affect the price we receive for any of our product candidates.

On July 9, 2021, President Biden signed an Executive Order affirming the administration's policy to (i) support legislative reforms that would lower the prices of prescription drug and biologics, including by allowing Medicare to negotiate drug prices, by imposing inflation caps, and, by supporting the development and market entry of lower-cost generic drugs and biosimilars; and (ii) support the enactment of a public health insurance option. Among other things, the Executive Order also directs HHS to provide a report on actions to combat excessive pricing of prescription drugs, enhance the domestic drug supply chain, reduce the price that the Federal government pays for drugs, and address price gouging in the industry; and directs the FDA to work with states and Indian Tribes that propose to develop section 804 Importation Programs in accordance with the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, and the FDA's implementing regulations. FDA released such implementing regulations on September 24, 2020, which went into effect on November 30, 2020, providing guidance for states to build and submit importation plans for drugs from Canada. On September 25, 2020, CMS stated drugs imported by states under this rule will not be eligible for federal rebates under Section 1927 of the Social Security Act and manufacturers would not report these drugs for "best price" or Average Manufacturer Price purposes. Since these drugs are not considered covered outpatient drugs, CMS further stated it will not publish a National Average Drug Acquisition Cost for these drugs. If implemented, importation of drugs from Canada may materially and adversely affect the price we receive for any of our product candidates.

Additionally, on November 30, 2020, HHS published a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers. Pursuant to court order, the removal and addition of the aforementioned safe harbors were delayed and recent legislation imposed a moratorium on implementation of the rule until January 1, 2026. This deadline was pushed back to January 1, 2027 by the Bipartisan Safer Communities Act. The Inflation Reduction Act of 2022 further delayed implementation of this rule to January 1, 2032.

On August 16, 2022 the Inflation Reduction Act of 2022 was passed, which among other things, allows for CMS to negotiate prices for certain single-source drugs and biologics reimbursed under Medicare Part B and Part D, beginning with ten high-cost drugs paid for by Medicare Part D starting in 2026, followed by 15 Part D drugs in 2027, 15 Part B or Part D drugs in 2028, and 20 Part B or Part D drugs in 2029 and beyond. The legislation subjects drug manufacturers to civil monetary penalties and a potential excise tax for failing to comply with the legislation by offering a price that is not equal to or less than the negotiated "maximum fair price" under the law or for taking price increases that exceed inflation. The legislation also caps Medicare beneficiaries' annual out-of-pocket drug expenses at $2,000. The effect of Inflation Reduction Act of 2022 on our business and the healthcare industry in general is not yet known.

We cannot predict the initiatives that may be adopted in the future. The continuing efforts of the government, insurance companies, managed care organizations and other payors of healthcare services to contain or reduce costs of healthcare and/or impose price controls may adversely affect:

- the demand for our product candidates, if we obtain regulatory approval;
- our ability to set a price that we believe is fair for our approved products;
- our ability to generate revenue and achieve or maintain profitability;
- the level of taxes that we are required to pay; and
- the availability of capital.

Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, which may adversely affect our future profitability.

Individual states in the U.S. have also increasingly passed legislation and implemented regulations designed to control pharmaceutical product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. See "—Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, if approved, which could make it difficult for us to sell any product candidates profitably."

These laws, and future state and federal healthcare reform measures may be adopted in the future, any of which may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain regulatory approval or the frequency with which any such product candidate is prescribed or used.

Off-label use or misuse of our products may harm our reputation in the marketplace or result in injuries that lead to costly product liability suits.

We are developing nirogacestat for the treatment of desmoid tumors and mirdametinib for the treatment of NF1-PN. If our product candidates are approved by the FDA, we may only promote or market our product candidates for their specifically approved indications and in a manner consistent with the approved labeling. We will train our marketing and sales force against promoting our product candidates for uses outside of the approved indications for use, known as "off-label uses." We cannot, however, prevent a physician from using our products off-label, when in the physician's independent professional medical judgment he or she deems it appropriate. Furthermore, the use of our products for indications other than those approved by the FDA may not effectively treat such conditions. Any such off-label use of our product candidates could harm our reputation in the marketplace among physicians and patients. There may also be increased risk of injury to patients if physicians attempt to use our products for any off-label uses, which could lead to product liability suits that that might require significant financial and management resources and that could harm our reputation. Additionally, the FDA imposes stringent restrictions on manufacturers' communications regarding off-label uses and if we, or our collaborators, do not promote our products, if approved, in a manner consistent with the approved labeling, we, or they, may be subject to warnings or enforcement action for off-label marketing. Violation of the Federal Food, Drug, and Cosmetic Act and other statutes, including the FCA, relating to the promotion and advertising of prescription drugs may lead to investigations or allegations of violations of federal and state healthcare fraud and abuse laws and state consumer protection laws.

Disruptions at the FDA, the SEC and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire and retain key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, or otherwise prevent those agencies from performing normal business functions on which the operation of our business may rely, which could negatively impact our business.

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, ability to hire and retain key personnel and accept the payment of user fees, and statutory, regulatory, and policy changes, and other events that may otherwise affect the FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of the SEC and other government agencies on which our operations may rely, including those that fund research and development activities, is subject to the political process, which is inherently fluid and unpredictable.

Disruptions at the FDA and other agencies may also slow the time necessary for new drugs to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, in recent years, including in 2018 and 2019, the U.S. government shut down several times and certain regulatory agencies, such as the FDA and the SEC, had to furlough critical employees and stop critical activities. During the ongoing COVID-19 public health emergency, the FDA has noted that it is working to ensure timely reviews of applications for medical products in line with its user fee performance goals. However, the FDA may not be able to continue its current pace and approval timelines could be extended, including where a pre-approval inspection or an inspection of clinical sites is required, and due to the ongoing COVID-19 pandemic and travel restrictions, the FDA is unable to complete such required inspections during the review period. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA to timely review and process our regulatory submissions, which could have a material adverse effect on our business. Further, in our operations as a public company, future government shutdowns or delays could impact our ability to access the public markets and obtain necessary capital in order to properly capitalize and continue our operations.

EU drug marketing and reimbursement regulations may materially affect our ability to market and receive coverage for our products in the European member states.*

We intend to seek approval to market our product candidates in both the U.S. and in selected foreign jurisdictions. If we obtain approval in one or more foreign jurisdictions for our product candidates, we will be subject to rules and regulations in those jurisdictions. In some foreign countries, particularly those in the EU, the pricing of drugs is subject to governmental control and other market regulations which could put pressure on the pricing and usage of our product candidates. In these countries, pricing negotiations with governmental authorities can take considerable time after obtaining marketing approval of a product candidate. In addition, market acceptance and sales of our product candidates will depend significantly on the availability of adequate coverage and reimbursement from third-party payors for our product candidates and may be affected by existing and future healthcare reform measures.

Much like the AKS prohibition in the U.S., the provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in the EU. The provision of benefits or advantages to physicians is governed by the national anti-bribery and other laws of EU Member States, and operations in the United Kingdom would be subject to relevant United Kingdom laws, including the United Kingdom Bribery Act 2010. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to physicians in certain EU Member States must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and approval by the physician's employer, his or her competent professional organization and/or the regulatory authorities of the individual EU Member States. These requirements are provided in the national laws, industry codes or professional codes of conduct, applicable in the EU Member States. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

In addition, in most foreign countries, including the European Economic Area, or EEA, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing and reimbursement vary widely from country to country. For example, the EU provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the Company placing the medicinal product on the market. In some countries, we may be required to conduct a clinical study or other studies that compare the cost-effectiveness of any of our product candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. There can be no assurance that any country that has price controls or reimbursement limitations for biopharmaceutical products will allow favorable reimbursement and pricing arrangements for any of our products. Historically, products launched in the EU do not follow price structures of the U.S. and generally prices tend to be significantly lower. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If pricing is set at unsatisfactory levels or if reimbursement of our products is unavailable or limited in scope or amount, our revenues from sales and the potential profitability of any of our product candidates in those countries would be negatively affected. Moreover, if the current conflict between Russia and Ukraine expands into the region, there is the potential for us to face higher costs or reduced availability of materials or manufacturing slots for product candidates in the EU and other jurisdictions.

We may incur substantial costs in our efforts to comply with evolving global data protection laws and regulations, and any failure or perceived failure by us to comply with such laws and regulations may harm our business and operations.

The global data protection landscape is rapidly evolving, and we may be or become subject to or affected by numerous federal, state and foreign laws and regulations, as well as regulatory guidance, governing the collection, use, disclosure, transfer, security and processing of personal data, such as information that we collect about participants and healthcare providers in connection with clinical trials. Implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, which may create uncertainty in our business, affect our or our service providers' ability to operate in certain jurisdictions or to collect, store, transfer use and share personal data, result in liability or impose additional compliance or other costs on us. Any failure or perceived failure by us to comply with federal, state, or foreign laws or self-regulatory standards could result in negative publicity, diversion of management time and effort and proceedings against us by governmental entities or others. For example, California recently passed the California Consumer Privacy Act, or CCPA, which went into effect in January 2020 and provides broad rights to California consumers with respect to the collection and use of their information by businesses. While there is currently an exception for protected health information that is subject to HIPAA and clinical trial regulations, as currently written, the CCPA may impact our business activities. The CCPA created a new and potentially severe statutory damages framework and private rights of action for violations of the CCPA, including for failing to implement reasonable security procedures and practices to prevent data breaches. In November 2020, California voters passed the California Privacy Rights Act, or CPRA. The CPRA, which is expected to take effect on January 1, 2023, will significantly

expand the CCPA, including by introducing additional data protection obligations such as data minimization and storage limitations, granting additional rights to consumers such as correction of personal information and additional opt-out rights, and creating a new entity to implement and enforce the CPRA. The uncertainty surrounding the implementation of CCPA and CRPA exemplifies the vulnerability of our business to the evolving regulatory environment related to personal data and protected health information. The new California law further expands the privacy and process enhancements and commitment of resources in support of compliance with California's regulatory requirements and may lead to similar laws in other U.S. states or at a national level.

In addition to our operations in the U.S., which may be subject to healthcare and other laws relating to the privacy and security of health information and other personal information, we may seek to conduct clinical trials in EEA and may become subject to additional European data privacy laws, regulations and guidelines. The General Data Protection Regulation, (EU) 2016/679, or GDPR, became effective on May 25, 2018, and deals with the processing of personal data and on the free movement of such data. The GDPR imposes a broad range of strict requirements on companies subject to the GDPR, including requirements relating to having legal bases for processing personal information relating to identified and/or identifiable individuals and transferring such information outside the EEA, including to the U.S., providing details to those individuals regarding the processing of their personal information, keeping personal information secure, having data processing agreements with third parties who process personal information, responding to individuals' requests to exercise their rights in respect of their personal information, reporting security breaches involving personal data to the competent national data protection authority and affected individuals, appointing data protection officers, conducting data protection impact assessments, maintaining internal records and appropriately deleting personal information in line with retention periods. The GDPR increases substantially the penalties to which we could be subject in the event of any non-compliance, including fines of up to 10 million Euros or up to 2% of our total worldwide annual turnover for certain comparatively minor offenses, or up to 20 million Euros or up to 4% of our total worldwide annual turnover for more serious offenses. Given the limited enforcement of the GDPR to date, we face uncertainty as to the exact interpretation of the new requirements on our trials and we may be unsuccessful in implementing all measures required by data protection authorities or courts in interpretation of the new law.

In particular, national laws of member states of the EU are in the process of being adapted to the requirements under the GDPR, thereby implementing national laws which may partially deviate from the GDPR and impose different obligations from country to country, so that we do not expect to operate in a uniform legal landscape in the EEA. Also, as it relates to processing and transfer of genetic data, the GDPR specifically allows national laws to impose additional and more specific requirements or restrictions, and European laws have historically differed quite substantially in this field, leading to additional uncertainty. Further, the impact of "Brexit", whereby the United Kingdom formally withdrew from the EU on January 31, 2020 is uncertain and cannot be predicted at this time.

In the event we commence clinical trials in the EEA, we must also ensure that we maintain adequate safeguards to enable the transfer of personal data outside of the EEA, in particular to the U.S., in compliance with European data protection laws. We expect that we will continue to face uncertainty as to whether our efforts to comply with any obligations under European privacy laws will be sufficient. If we are investigated by a European data protection authority, we may face fines and other penalties. Any such investigation or charges by European data protection authorities could have a negative effect on our existing business and on our ability to attract and retain new clients or biopharmaceutical partners. We may also experience hesitancy, reluctance or refusal by European or multi-national clients or biopharmaceutical partners to continue to use our products and solutions due to the potential risk exposure as a result of the current (and, in particular, future) data protection obligations imposed on them by certain data protection authorities in interpretation of current law, including the GDPR. Such clients or biopharmaceutical partners may also view any alternative approaches to compliance as being too costly, too burdensome, too legally uncertain or otherwise objectionable and therefore decide not to do business with us. Any of the forgoing could materially harm our business, prospects, financial condition and results of operations.

Additional laws and regulations governing international operations could negatively impact or restrict our operations.

If we further expand our operations outside of the U.S., we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. The U.S. Foreign Corrupt Practices Act, or FCPA, prohibits any U.S. individual or business from paying, offering, authorizing payment or offering anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of any foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the U.S. to comply with certain accounting provisions requiring the Company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because in many countries hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the U.S., or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the U.S., it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing or selling certain products and product candidates outside of the U.S., which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial civil and criminal penalties and suspension or debarment from government contracting. The SEC also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

We are subject to certain U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions and other trade laws and regulations. We can face serious consequences for violations of any such laws and regulations.

Among other matters, U.S. and foreign anti-corruption, anti-money laundering, export control, sanctions and other trade laws and regulations, which are collectively referred to as Trade Laws, prohibit companies and their employees, agents, clinical research organizations, legal counsel, accountants, consultants, contractors and other partners from authorizing, promising, offering, providing, soliciting or receiving, directly or indirectly, corrupt or improper payments or anything else of value to or from recipients in the public or private sector. Violations of Trade Laws can result in substantial criminal fines and civil penalties, imprisonment, the loss of trade privileges, debarment, tax reassessments, breach of contract and fraud litigation, reputational harm and other consequences. We have direct or indirect interactions with officials and employees of government agencies or government-affiliated hospitals, universities and other organizations. We also expect our non-U.S. activities to increase in time. We plan to engage third parties for clinical trials and/or to obtain necessary permits, licenses, patent registrations and other regulatory approvals, and we can be held liable for the corrupt or other illegal activities of our personnel, agents or partners, even if we do not explicitly authorize or have prior knowledge of such activities.

Risks related to managing business and operations

Public health outbreaks, epidemics or pandemics, such as the ongoing COVID-19 pandemic, could adversely impact our business, including our preclinical studies and clinical trials.*

Public health outbreaks, epidemics and pandemics could adversely impact our business. For example, the novel strain of coronavirus, severe acute respiratory syndrome coronavirus 2, or SARS-CoV-2, identified in Wuhan, China in December 2019, and the resulting disease from SARS-CoV-2, or COVID-19, has become a global pandemic. This disease continues to spread, including recent acceleration of the spread of more transmissible variants of COVID-19 in the areas in which the Company operates. The pandemic and government measures taken in response have had a significant impact, both directly and indirectly, on businesses and commerce throughout the world generally: worker shortages have occurred; supply chains have been disrupted; facilities and production have been suspended; and demand for certain goods and services, such as medical services and supplies, has spiked, while demand for other goods and services, such as travel, has fallen. In response to the spread of COVID-19, our personnel have been continuing their work outside of our offices. While, as of the date of this report, we have not experienced any material disruptions to the execution of the research and development activities that we currently have underway, as a result of the pandemic, including the impact of emerging variant strains of the COVID-19 virus and the availability and utilization of COVID-19 vaccines, and with respect to any future epidemics, all of which remain uncertain and difficult to predict, we may continue to experience disruptions that could severely impact research and development timelines and outcomes, including, but not limited to:

- delays or difficulties in enrolling patients in our clinical trials;
- delays or difficulties in clinical site initiation, including difficulties in recruiting clinical site investigators and clinical site staff;
- diversion of healthcare resources away from the conduct of clinical trials, including the diversion of hospitals serving as our clinical trial sites and hospital staff supporting the conduct of our clinical trials;
- interruption of key clinical trial activities, such as clinical trial site data monitoring, due to limitations on travel imposed or recommended by federal, state or foreign governments, employers and others or interruption of clinical trial subject visits and study procedures (such as procedures that are deemed non-essential under law, regulation or

institutional policies), which may impact the integrity of subject data and clinical study endpoints and the inability of patients to travel to trial sites or complete scheduled study visits;
- interruption or delays in the operations of the FDA or other regulatory authorities, which may impact review and approval timelines;
- interruption of, or delays in receiving, supplies of our product candidates from our contract manufacturing organizations due to staffing shortages, production slowdowns or stoppages and disruptions in delivery systems;
- interruptions in preclinical studies due to restricted or limited operations at our contracted research facilities;
- unforeseen costs we may incur as a result of the impact of the ongoing COVID-19 pandemic, including the costs of mitigation efforts;
- deterioration of worldwide credit and financial markets that could limit our ability to obtain external financing to fund our operations and capital expenditures;
- investment-related risks, including difficulties in liquidating investments due to current market conditions and adverse investment performance;
- limitations on employee resources that would otherwise be focused on the conduct of our research and development activities, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people; or
- interruptions or limitations of the types described affecting our service providers and collaboration partners, including contract research organizations running clinical trials and collaboration partners sponsoring clinical trials in which we are supplying our product candidates or otherwise participating.

Since the beginning of the COVID-19 pandemic, several vaccines for COVID-19 have received Emergency Use Authorization by the FDA and some of these vaccines later received marketing approval. Additional vaccines may be authorized or approved in the future. The resultant demand for vaccines and potential for manufacturing facilities and materials to be commandeered under the Defense Production Act of 1950, or equivalent foreign legislation, may make it more difficult to obtain materials or manufacturing slots for the products needed for our clinical trials, which could lead to delays in these trials. In addition, the trading prices for common stock of other biopharmaceutical companies have been highly volatile as a result of the COVID-19 pandemic. The COVID-19 pandemic continues to evolve, including the recent acceleration of the spread of the more transmissible variants of COVID-19 in the areas in which the Company operates, and the continuing and long-term impacts are difficult to predict. While the negative effects of the pandemic appear to be lessening and vaccines have been widely distributed and continue to be distributed in the United States, numerous other countries have not developed or distributed vaccines at all or on widespread bases, and, therefore, may continue to see widespread impact of the COVID-19 virus. The negative economic impacts on economies generally, resulting volatility in the stock market, and the negative impact on many industries, the workforce and retailers continue to be felt. Additionally, there have emerged numerous variant strains of the COVID-19 virus, and there is a possibility that the vaccines we currently have available will not be protective against such variant strains, as well as concerns around stagnant vaccination rates and related factors which continue to impede progress toward the return to pre-pandemic activities and levels of consumer confidence. The extent to which the current pandemic and any potential future resurgences or outbreaks impact our business, preclinical studies and clinical trials will depend on future developments, which are highly uncertain and cannot be predicted with confidence, such as the ultimate geographic spread and distribution of the disease, the duration of the pandemic, travel restrictions and social distancing in the U.S. and other countries, business closures or business disruptions, the success of treatments and vaccines designed to combat the COVID-19 virus and the effectiveness of other actions taken in the U.S. and other countries to diagnose, contain and treat the disease. If we or any of the third parties with whom we engage were to experience shutdowns or other business disruptions, our ability to conduct our business and development activities in the manner and on the timelines presently planned could be materially and negatively impacted. There can be no assurance that any such disruptions or delays will not materially adversely impact our business, results of operations, access to financial resources and our financial condition.

If we lose key management personnel, or if we fail to recruit additional highly skilled personnel, our ability to pursue our business strategy will be impaired, could result in loss of markets or market share and could make us less competitive.

Our ability to compete in the highly competitive biopharmaceutical industries depends upon our ability to attract and retain highly qualified managerial, scientific and medical personnel. We are highly dependent on our management, scientific and medical personnel, including Saqib Islam, our Chief Executive Officer, Frank Perier, our Chief Financial Officer, Bhavesh Ashar, our Chief Commercial Officer, Badreddin Edris, our Chief Operating Officer, L. Mary Smith, our Chief Development Officer and James Cassidy, our Chief Medical Officer. The loss of the services of any of our executive officers, other key employees, and other scientific and medical advisors, and our inability to find suitable replacements for these individuals, could harm our business.

Competition for skilled personnel in our industry is intense and may limit our ability to hire and retain highly qualified personnel on acceptable terms, in a timely manner or at all. To induce valuable employees to remain at our company, in addition to salary and cash incentives, we have provided equity incentive awards that vest over time and from time to time we will consider additional forms of incentives given then-prevailing company circumstances and market conditions. The value to

employees of restricted stock units and awards and stock options that vest over time may be significantly affected by movements in our stock price that are beyond our control, and may at any time be insufficient to counteract more lucrative offers from other companies. Despite our efforts to retain valuable employees, members of our management, scientific and development teams are at-will employees and may terminate their employment with us on short notice. We do not maintain "key man" insurance policies on the lives of these individuals or the lives of any of our other employees. Given the stage of our programs and our plans to expand operations, our success also depends on our ability to continue to attract, retain and motivate highly skilled junior, mid-level and senior personnel across our organization.

Our business could be negatively affected by cyber security threats.*

A cyberattack or similar incident could occur and result in information theft, data corruption, operational disruption, damage to our reputation, or financial loss. We are increasingly dependent on information technology systems and infrastructure, including mobile technologies, to operate our business. Our technologies, systems, networks, or other proprietary information, and those of our vendors, suppliers and other business partners, may become the target of cyberattacks or information security breaches that could result in the unauthorized release, gathering, monitoring, misuse, loss, or destruction of proprietary and other information, or could otherwise lead to the disruption of our business operations. Cyberattacks are becoming more sophisticated and certain cyber incidents, such as surveillance, may remain undetected for an extended period and could lead to disruptions in critical systems or the unauthorized release of confidential or otherwise protected information. These events could lead to financial loss due to remedial actions, loss of business, disruption of operations, damage to our reputation, or potential liability. Our systems and insurance coverage for protecting against cybersecurity risks may not be sufficient. Furthermore, as cyberattacks continue to evolve, we may be required to expend significant additional resources to continue to modify or enhance our protective measures or to investigate and remediate any vulnerability to cyberattacks.

We are increasingly dependent on critical, complex, and interdependent information technology (IT) systems and data to operate our business. Any failure, inadequacy, interruption, or security lapse of that technology, including security attacks, incidents, and/or breaches, could harm our ability to operate our business effectively.*

We have outsourced significant parts of our IT and business infrastructure to third-party providers, and we currently use these providers to perform business critical IT and business services for us. We are therefore vulnerable to cybersecurity attacks and incidents on the associated networks and systems, whether they are managed by us directly or by the third parties with whom we contract, and we have experienced and may in the future experience such cybersecurity threats and attacks. In the context of the COVID-19 pandemic, the risk of such threats and attacks increased, as virtual and remote working became more widely used, and sensitive data is accessed by employees working in less secure, home-based environments. The way we work continues to have and will likely continue to contain a significant remote component in most aspects of the business and we will continue to factor this into our cybersecurity risk management strategy. In addition, due to our reliance on third-party providers, we have experienced and may in the future experience interruptions, delays, or outages related to IT service availability due to a variety of factors outside of our control, including technical failures, natural disasters, fraud, or security attacks experienced by or caused by these third-party providers. Interruptions in the service provided by these third-party providers could affect our ability to perform critical tasks.

As a global pharmaceutical company, our systems are subject to frequent cyber-attacks. Due to the nature of some of these attacks, there is a risk that they may remain undetected for a period of time. While we have invested in the protection of data and information technology, our efforts may not prevent service interruptions or security breaches (e.g., ransomware attacks). Any such interruption or breach of our systems could adversely affect our business operations and/or result in the loss of critical or sensitive confidential information or intellectual property, and could result in financial, legal, business, and reputational harm to us. We maintain cyber liability insurance; however, this insurance may not be sufficient to cover the financial, legal, business, or reputational losses that may result from an interruption or breach of our systems.

Despite the implementation of security technical and organizational measures, our internal computer systems, and those of third parties with which we contract, are vulnerable to damage from security incidents, breaches, and/or attacks (e.g., ransomware, computer viruses, worms, and other destructive or disruptive software), unauthorized access, natural disasters, terrorism, war, and telecommunication and electrical failures. System failures, accidents, or security attacks and/or breaches of our systems could result in operational interruptions and/or a material disruption of our clinical and commercialization activities and business operations, in addition to possibly requiring substantial expenditures of resources to remedy. The loss or compromised integrity of clinical trial data could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any systems disruptions, security incidents, or security breaches were to result in a loss of, damage to, or compromised integrity of our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and our product research, development, and commercialization efforts could be

disrupted or delayed. In addition, we may not have adequate insurance coverage to provide compensation for any losses associated with such events.

We could be subject to risks caused by misappropriation, misuse, leakage, falsification, or intentional or accidental disclosure or loss of information maintained in the information systems and networks of our company, including personal information of our employees. In addition, outside parties may attempt to penetrate our systems or those of our vendors or fraudulently induce our employees or employees of our vendors to disclose sensitive information to gain access to our data. Like other companies, we have on occasion, and will continue to experience, threats to our data and systems, including malicious codes and viruses, and other security incidents, breaches, and attacks. The number and complexity of these threats continue to increase over time. Although we have experienced some of the events described above, to date, they have not had a material impact on our operations. Still, the occurrence of any of the events described above in the future could disrupt our business operations and result in enforcement actions or liability, including potential fines and penalties, claims for damages, and shareholder litigation.

Security incidents could also include supply chain attacks which, if successful, could cause a delay in the manufacturing of our product or drug candidates. Our key business partners face similar risks, and any security breach of their systems could adversely affect our security posture. In addition, our increased use of cloud technologies could heighten these and other operational risks, and any failure by cloud technology service providers to adequately safeguard their systems and prevent cyber-attacks could disrupt our operations and result in misappropriation, corruption, or loss of confidential or proprietary information.

Finally, as we increase our commercial activities and our brand becomes more widely known and recognized, we may become a more attractive target for malicious third parties. If a material breach of our security or that of our third-party providers occurs, the market perception of the effectiveness of our security measures could be harmed, we could lose business, and our reputation and credibility could be damaged. We could be required to expend significant amounts of money and other resources to repair or replace information assets and/or information systems. We could also be required to change third-party providers and/or products at significant cost. Although we develop and maintain systems and controls designed to prevent these events from occurring, and we have a process to identify and mitigate threats, the development and maintenance of these systems, controls, and processes is costly and requires ongoing monitoring and updating as technologies change and efforts to overcome security measures become more sophisticated. Moreover, despite our efforts, the possibility of these events occurring cannot be eliminated entirely. Any breach of our security measures by third-party actions, employee negligence and/or error, malfeasance, defects, or compromise of the confidentiality, integrity, or availability of our data could result in:

- severe harm to our reputation or brand, or a material and adverse effect on the overall market perception of our technical and organizational measures to protect the confidentiality, integrity, and availability of our information;
- individual and/or class action lawsuits, which could result in financial judgments against us potentially causing us to incur legal fees and costs;
- legal or regulatory enforcement action, which could result in fines and/or penalties and which would cause us to incur legal fees and costs; and/or
- additional costs associated with responding to business interruption or security incidents and/or breaches, such as investigative and remediation costs, the costs of providing individuals and/or data owners with notice of the breach, legal fees, the costs of any additional fraud or cyber detection activities, or the costs of prolonged system disruptions or shutdowns.

Any of these events could materially adversely impact our business and results of operations.

Our employees, independent contractors, consultants, academic collaborators, partners and vendors may engage in misconduct or other improper activities, including noncompliance with regulatory standards and requirements.

We are exposed to the risk of employee fraud or other illegal activity by our employees, independent contractors, consultants, academic collaborators, partners and vendors. Misconduct by these parties could include intentional, reckless and/or negligent conduct that fails to comply with the laws of the FDA, EMA and comparable foreign regulatory authorities, provide true, complete and accurate information to the FDA, EMA and comparable foreign regulatory authorities, comply with manufacturing standards we have established, comply with healthcare fraud and abuse laws in the U.S. and similar foreign fraudulent misconduct laws, or report financial information or data accurately or to disclose unauthorized activities to us. If we obtain FDA approval of any of our product candidates and begin commercializing those products in the U.S., our potential exposure under such laws will increase significantly, and our costs associated with compliance with such laws are also likely to increase. These laws may impact, among other things, our current activities with principal investigators and research patients, as well as proposed and future sales, marketing and education programs. We have adopted a code of business conduct and ethics, but it is not always possible to identify and deter misconduct by our employees, independent contractors, consultants, academic

collaborators, partners and vendors, and the precautions we take to detect and prevent such activities may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any actions are instituted against us and we are not successful in defending ourselves or asserting our rights, those actions could result in the imposition of civil, criminal and administrative penalties, damages, monetary fines, imprisonment, disgorgement, possible exclusion from participation in government healthcare programs, additional reporting obligations and oversight if we become subject to a corporate integrity agreement or other agreement to resolve allegations of non-compliance with these laws, contractual damages, reputational harm, diminished profits and future earnings and the curtailment of our operations.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could harm our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our development activities involve the use of biological and hazardous materials and can produce hazardous waste products. We cannot eliminate the risk of contamination or injury from these materials, which could cause an interruption of our commercialization efforts, research and development efforts and business operations, environmental damage resulting in costly clean-up and liabilities under applicable laws and regulations governing the use, storage, handling and disposal of these materials and specified waste products. Although we believe that the safety procedures utilized by our third-party manufacturers for handling and disposing of these materials generally comply with the standards prescribed by these laws and regulations, we cannot guarantee that this is the case or eliminate the risk of accidental contamination or injury from these materials. In such an event, we may be held liable for any resulting damages and such liability could exceed our resources and state or federal or other applicable authorities may curtail our use of certain materials and/or interrupt our business operations.

Furthermore, environmental laws and regulations are complex, change frequently and have tended to become more stringent. We cannot predict the impact of such changes and cannot be certain of our future compliance. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. We do not carry specific biological waste or hazardous waste insurance coverage, workers compensation or property and casualty and general liability insurance policies that include coverage for damages and fines arising from biological or hazardous waste exposure or contamination.

Changes in tax law could adversely affect our business and financial condition.

The rules dealing with U.S. federal, state, and local income taxation are constantly under review by persons involved in the legislative process and by the Internal Revenue Service and the U.S. Treasury Department. Changes to tax laws (which changes may have retroactive application) could adversely affect us or holders of our common stock. In recent years, many such changes have been made and changes are likely to continue to occur in the future. Future changes in tax laws could have a material adverse effect on our business, cash flow, financial condition or results of operations. Shareholders should consult with their legal and tax advisers regarding the implications of potential changes in tax laws on an investment in our common stock.

Our ability to use our net operating loss carryforwards and certain tax credit carryforwards may be subject to limitation.

As of December 31, 2021, we had federal, state and city net operating loss carryforwards of $257.8 million, $151.1 million and $3.7 million, respectively, which are available to reduce future taxable income. Federal net operating loss carryforwards generated 2018 through 2021 of $253.5 million will be limited to offset 80% of taxable income for an indefinite period of time, until fully utilized. Federal net operating loss carryforwards of $4.3 million reported in 2017, and the state and city net operating loss carryforwards expire at various dates through 2040. We also have federal tax credits of $16.7 million, which may be used to offset future tax liabilities. These tax credit carryforwards will expire at various dates beginning in 2038.

Under Sections 382 and 383 of the Internal Revenue Code of 1986, or the Code, as amended, changes in our ownership may limit the amount of our net operating loss carryforwards and tax credit carryforwards that could be utilized annually to offset our future taxable income, if any. This limitation would generally apply in the event of a cumulative change in ownership of our company of more than 50% within a three-year period. Any such limitation may significantly reduce our ability to utilize our net operating loss carryforwards and tax credit carryforwards before they expire. Private placements and other transactions that

have occurred since our inception, as well as our initial public offering, may trigger such an ownership change pursuant to Sections 382 and 383 of the Code. Any such limitation, whether as the result of the initial public offering, prior private placements, sales of our common stock by our existing stockholders or additional sales of our common stock by us, could have a material adverse effect on our results of operations in future years. Generally, under current law, federal net operating losses generated after December 31, 2017 are not subject to expiration and may not be carried back to prior taxable years. However, the Coronavirus Aid, Relief, and Economic Security Act, or CARES Act, suspended the 80% taxable income limitation for net operating losses generated in 2018, 2019, and 2020 to the extent these losses are exhausted during the special five-year carryback period or during the 2018, 2019 or 2020 tax years. Additionally, as noted above, for taxable years beginning after December 31, 2020, the CARES Act provisions no longer apply and the deductibility of such federal net operating losses is limited to 80% of our taxable income in any future taxable year.

The United Kingdom's withdrawal from the EU may have a negative effect on global economic conditions, financial markets and our business, which could reduce the price of our ordinary shares.

Following the result of a referendum in 2016, the United Kingdom left the EU on January 31, 2020, commonly referred to as Brexit. Pursuant to the formal withdrawal arrangements agreed between the United Kingdom and the EU, the United Kingdom was subject to a transition period until December 31, 2020, or the Transition Period, during which EU rules continued to apply. Upon the expiration of the Transition Period, the EU and the United Kingdom entered into a post-Brexit trade and cooperation agreement on certain aspects of trade and other strategic and political issues, which became provisionally applicable on January 1, 2021 and entered into force May 1, 2021 following ratification by both the United Kingdom and the EU.

Since a significant proportion of the regulatory framework in the United Kingdom applicable to our business and our product candidates is derived from EU directives and regulations, the ultimate effects of Brexit, following the Transition Period, could materially impact the regulatory regime with respect to the development, manufacture, importation, approval and commercialization of our product candidates in the United Kingdom or the EU. For example, as a result of the uncertainty surrounding Brexit, the EMA relocated to Amsterdam from London. The United Kingdom is no longer covered by the centralized procedures for obtaining EU-wide marketing and manufacturing authorizations from the EMA and, pursuant to the aforementioned trade and cooperation agreement, there will be separate processes for authorization of drug products in the United Kingdom and the EU. Any delay in obtaining, or an inability to obtain, any marketing approvals, as a result of Brexit or otherwise, would prevent us from commercializing our product candidates in the United Kingdom or the EU and restrict our ability to generate revenue and achieve and sustain profitability. In addition, we may be required to pay taxes or duties or be subjected to other hurdles in connection with the importation of our product candidates into the EU, or we may incur expenses in establishing a manufacturing facility in the EU in order to circumvent such hurdles. If any of these outcomes occur, we may be forced to restrict or delay efforts to seek regulatory approval in the United Kingdom or the EU for our product candidates, or incur significant additional expenses to operate our business, which could significantly and materially harm or delay our ability to generate revenues or achieve profitability of our business. Any further changes in international trade, tariff and import/export regulations as a result of Brexit or otherwise may impose unexpected duty costs or other non-tariff barriers on us. These developments, or the perception that any of them could occur, may significantly reduce global trade and, in particular, trade between the impacted nations and the United Kingdom. It is also possible that Brexit may negatively affect our ability to attract and retain employees, particularly those from the EU.

Unfavorable global economic conditions could adversely affect our business, financial condition or results of operations.*

Our results of operations could be adversely affected by general conditions in the global economy and in the global financial markets. Portions of our future clinical trials may be conducted outside of the U.S. and unfavorable economic conditions resulting in the weakening of the U.S. dollar would make those clinical trials more costly to operate. In addition, regarding the current conflict in Ukraine, while we do not have any clinical trial sites or operations in Ukraine or Russia, if the current conflict expands into the region continues, resulting heightened economic sanctions from the United States and the international community, in addition to environmental regulations, could limit our ability to procure or use certain materials or manufacturing slots for the products needed for our clinical trials, which could lead to delays in these trials. Furthermore, the most recent global financial crisis caused extreme volatility and disruptions in the capital and credit markets, and, in recent months, we have observed increased economic uncertainty in the U.S. and abroad. A severe or prolonged economic downturn (including inflation or uncertainty caused by political violence and chaos) could result in a variety of risks to our business, including a reduced ability to raise additional capital when needed on acceptable terms, if at all. A weak or declining economy or international trade disputes could also strain our suppliers, some of which are located outside of the U.S., possibly resulting in supply disruption, including lack of renewals. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the current economic climate and financial market conditions could adversely impact our business.

Increasing scrutiny and changing expectations from governments with respect to Environmental, Social and Governance, or ESG, policies and practices may cause us to incur additional costs or expose us to additional risks.*

There has been increasing public focus and scrutiny from investors and governmental and nongovernmental organizations on corporate ESG practices. Our ESG practices may not meet the standards of all of our stockholders and advocacy groups may campaign for further changes. A failure, or perceived failure, to respond to related expectations could cause harm to our business and reputation and have a negative impact on the market price of our securities. New governmental regulations could result in new regulations and new or more stringent forms of ESG oversight and disclosures which may lead to increased expenditures for sustainability initiatives.

Risks related to a company's financial position and need for additional capital

The amount of our future losses is uncertain and our quarterly and annual operating results may fluctuate significantly or may fall below the expectations of investors or securities analysts, each of which may cause our stock price to fluctuate or decline.

Our quarterly and annual operating results may fluctuate significantly in the future due to a variety of factors, many of which are outside of our control and may be difficult to predict, including the following:

- the timing and success or failure of clinical trials for our product candidates or competing product candidates, or any other change in the competitive landscape of our industry, including consolidation among our competitors or partners;
- our ability to successfully recruit and retain subjects for clinical trials, and any delays caused by difficulties in such efforts;
- our ability to obtain marketing approval for our product candidates, and the timing and scope of any such approvals we may receive;
- the timing and cost of, and level of investment in, research and development activities relating to our product candidates, which may change from time to time;
- the cost of manufacturing our product candidates, which may vary depending on the quantity of production and the terms of our agreements with manufacturers;
- our ability to attract, hire and retain qualified personnel;
- expenditures that we will or may incur to develop additional product candidates;
- the level of demand for our product candidates should they receive approval, which may vary significantly;
- the timing and level of investment in commercialization efforts to support product candidates, both before and after regulatory approval is obtained;
- the risk/benefit profile, cost and reimbursement policies with respect to our product candidates if approved, and existing and potential future therapeutics that compete with our product candidates; and
- future accounting pronouncements or changes in our accounting policies.

The cumulative effects of these factors could result in large fluctuations and unpredictability in our quarterly and annual operating results. As a result, comparing our operating results on a period-to-period basis may not be meaningful. This variability and unpredictability could also result in our failing to meet the expectations of industry or financial analysts or investors for any period. If our revenue or operating results fall below the expectations of analysts or investors or below any forecasts we may provide to the market, or if the forecasts we provide to the market are below the expectations of analysts or investors, the price of our common stock could decline substantially. Such a stock price decline could occur even when we have met any previously publicly stated guidance we may provide.

Risks related to common stock

An active trading market for our common stock may not be sustained.

Our shares of common stock began trading on The Nasdaq Global Select Market on September 13, 2019. Given the limited trading history of our common stock, there is a risk that an active trading market for our shares will not be sustained, which could put downward pressure on the market price of our common stock and thereby affect the ability of our stockholders to sell their shares. Further, an inactive market may also impair our ability to raise capital by selling shares of our common stock and may impair our ability to enter into strategic partnerships or acquire companies or products by using our shares of common stock as consideration.

The price of our stock is and may continue to be volatile, and stockholders could lose all or part of their investment.*

The trading price of our common stock has been and is likely to be highly volatile and could be subject to wide fluctuations in response to various factors, some of which are beyond our control and often unrelated or disproportionate to our financial

performance, including limited trading volume. In addition to the factors discussed in this "Risk factors" section and elsewhere in this report, these factors include:

- the commencement, enrollment or results of our ongoing registrational clinical trial for nirogacestat and our potentially registrational clinical trial for mirdametinib;
- any delay in our regulatory filings for our product candidates and any adverse development or perceived adverse development with respect to the applicable regulatory authority's review of such filings, including without limitation the FDA's issuance of a "refusal to file" letter or a request for additional information;
- adverse results from or delays in future clinical trials;
- our decision to initiate a clinical trial, not to initiate a clinical trial or to terminate an existing clinical trial;
- adverse regulatory decisions, including failure to receive regulatory approval of our product candidates or any future product candidate;
- changes in laws or regulations applicable to our product candidates or any future product candidate, including but not limited to clinical trial requirements for approvals;
- changes in the structure of healthcare payment systems;
- adverse developments concerning our manufacturers;
- our inability to obtain adequate product supply for any approved product or inability to do so at acceptable prices;
- our inability to establish collaborations or partnerships, if needed;
- our failure to commercialize our product candidates, if approved;
- additions or departures of key medical, scientific or management personnel;
- unanticipated serious safety concerns related to the use of our product candidates;
- introduction of new products or services offered by us or our competitors;
- clinical trial results for other product candidates that could compete with our product candidates;
- announcements of significant acquisitions, strategic partnerships, joint ventures or capital commitments by us or our competitors;
- our ability to effectively manage our growth;
- actual or anticipated variations in quarterly operating results;
- our cash position;
- our failure to meet the estimates and projections of the investment community or that we may otherwise provide to the public;
- publication of research reports about us or our industry, or product candidates in particular, or positive or negative recommendations or withdrawal of research coverage by securities analysts;
- changes in the market valuations of similar companies;
- overall performance of the equity markets;
- sales of our common stock by us or our stockholders in the future;
- trading volume of our common stock;
- changes in accounting practices;
- ineffectiveness of our internal controls;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- significant lawsuits, including patent or stockholder litigation;
- general political and economic conditions; and
- other events or factors, many of which are beyond our control.

In addition, the stock market in general, and the market for biopharmaceutical companies in particular, have experienced extreme price and volume fluctuations resulting from the COVID-19 pandemic or other macroeconomic factors and have often been unrelated or disproportionate to the operating performance of these companies. Broad market and industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance. If the market price of our common stock does not exceed a stockholder's purchase price, such stockholder may not realize any return on their investment in us and may lose some or all of their investment. In the past, securities class action litigation has often been instituted against companies following periods of volatility in the market price of a company's securities. This type of litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources, which would harm our business, operating results or financial condition.

We incur significant costs as a result of operating as a public company, and our management is required to devote substantial time to new and existing compliance initiatives.

As a public company, we incur significant legal, accounting and other expenses. We are subject to the reporting requirements of the Exchange Act which require, among other things, that we file, with the SEC, annual, quarterly and current reports with

respect to our business and financial condition. In addition, the Sarbanes-Oxley Act, as well as rules subsequently adopted by the SEC and Nasdaq to implement provisions of the Sarbanes-Oxley Act, impose significant requirements on public companies, including requiring establishment and maintenance of effective disclosure and financial controls and changes in corporate governance practices. Further, in July 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, was enacted. There are significant corporate governance and executive compensation related provisions in the Dodd-Frank Act that require the SEC to adopt additional rules and regulations in these areas such as "say on pay" and proxy access.

Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate.

Sales of a substantial number of shares of our common stock by our existing stockholders in the public market could cause our stock price to fall.

If our existing stockholders sell, or indicate an intention to sell, substantial amounts of our common stock in the public market, the trading price of our common stock could decline. As of September 30, 2022, the Company had 62,382,646 shares of common stock outstanding, of which 245,010 shares are restricted shares subject to future vesting.

As of September 30, 2022, approximately 64.3% of our shares of common stock are beneficially held by directors, executive officers and holders of more than 5% of our common stock and will be subject to certain limitations of Rule 144 under the Securities Act.

In addition, shares of common stock that are either subject to outstanding options or reserved for future issuance under our existing equity compensation plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules and Rule 144 and Rule 701 under the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could decline. Additionally, the number of shares of our common stock reserved for issuance under the 2019 Stock Option and Equity Incentive Plan will automatically increase on January 1 of each year, with January 1, 2020 having been the first of such increases and continuing through and including January 1, 2030, by 5% of the total number of shares of our capital stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares as determined by our board of directors. Unless our board of directors elects not to increase the number of shares available for future grant each year, our stockholders may experience additional dilution.

If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, our stock price and trading volume could decline.

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who covers us downgrades our stock or publishes inaccurate or unfavorable research about our business, our stock price may decline. If one or more of these analysts ceases coverage of our company or fails to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

If we fail to maintain an effective system of internal control over financial reporting, we may not be able to accurately report our financial results or prevent fraud. As a result, stockholders could lose confidence in our financial and other public reporting, which would harm our business and the trading price of our common stock.

Effective internal controls over financial reporting are necessary for us to provide reliable financial reports and, together with adequate disclosure controls and procedures, are designed to prevent fraud. Any failure to implement required new or improved controls, or difficulties encountered in their implementation could cause us to fail to meet our reporting obligations. In addition, any testing by us conducted in connection with Section 404 of the Sarbanes-Oxley Act and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board, or Section 404, or any subsequent testing by our independent registered public accounting firm, may reveal deficiencies in our internal controls over financial reporting that are deemed to be material weaknesses or that may require prospective or retroactive changes to our financial statements or identify other areas for further attention or improvement. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of our stock.

We will be required to disclose changes made in our internal controls and procedures on a quarterly basis and our management will be required to assess the effectiveness of these controls annually.

Our independent registered public accounting firm is required to attest to the effectiveness of our internal controls over financial reporting pursuant to Section 404. An independent assessment of the effectiveness of our internal controls over financial reporting could detect problems that our management's assessment did not, and could lead to additional findings, potentially including material weaknesses. Material weaknesses in our internal controls over financial reporting could lead to restatements of our financial statements and require us to incur the expense of remediation.

Our disclosure controls and procedures may not prevent or detect all errors or acts of fraud.

We are subject to certain reporting requirements of the Exchange Act. Our disclosure controls and procedures are designed to reasonably assure that information required to be disclosed by us in reports we file or submit under the Exchange Act is accumulated and communicated to management, recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. We believe that any disclosure controls and procedures or internal controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by an unauthorized override of the controls. Accordingly, because of the inherent limitations in our control system, misstatements or insufficient disclosures due to error or fraud may occur and not be detected.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Private Placement

In September 2022, we and certain accredited investors, or the Investors, entered into a securities purchase agreement pursuant to which we agreed to sell and issue to the Investors in a private placement transaction, or the Private Placement, an aggregate of 8,650,520 shares of the Company's common stock, par value $0.0001 per share, or Common Stock, at a purchase price of $26.01 per share. In connection with the Private Placement, we received gross proceeds of approximately $225 million, and after deducting commissions and offering costs of $8.2 million, net proceeds were approximately $216.8 million. In connection with the Private Placement, the Company and the Investors also entered into a registration rights agreement, dated September 7, 2022, providing for the registration for resale of the shares of Common Stock. The shares were registered for resale pursuant to pursuant to the Registration Statement and the prospectus supplement relating to the shares filed with the SEC on September 26, 2022. Based in part upon the representations of the Investors in the securities purchase agreement, the offering and sale of the shares of Common Stock was made in reliance on the exemption afforded by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D under the Securities Act and corresponding provisions of state securities or "blue sky" laws.

Nirogacestat Expanded Non-Exclusive License and Collaboration with GSK

In September 2022, in connection with the execution of the expanded global, non-exclusive license and collaboration agreement with GSK, we entered into a stock purchase agreement with an affiliate of GSK, Glaxo Group Limited, or GGL, under which GGL purchased 2,050,819 shares of Common Stock in a private placement transaction for an aggregate purchase price of approximately $75.0 million, or $36.57 per share. The shares were sold at a 25% premium to the volume-weighted average share price of Common Stock for a specified 30-day period prior to entering into the stock purchase agreement.

We intend to use the net proceeds from the sale of any securities for general corporate purposes unless otherwise indicated in the applicable prospectus supplement. General corporate purposes may include funding the continued progress of our preclinical and clinical development, research and development costs, commercialization costs, potential strategic acquisitions or licensing of complementary businesses, services or technologies, working capital, capital expenditures and other general corporate purposes. We may temporarily invest the net proceeds in a variety of capital preservation instruments, including in short and immediate-term, interest-bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the U.S. government, until they are used for their stated purpose. We have not determined the amount of net proceeds to be used specifically for such purposes. As a result, management will retain broad discretion over the allocation of net proceeds.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Description
3.1	Amended and Restated Certificate of Incorporation, as amended, of the Registrant, as currently in effect. (Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2019).
3.2	Bylaws of the Registrant, as currently in effect. (Incorporated by reference to Exhibit 3.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 17, 2019).
3.3	Amendment to Bylaws of the Registrant (Incorporated by reference to Exhibit 3.1 to the Registrants' Current Report on Form 8-K filed with the Securities and Exchange Commission on May 27, 2020).
4.1	Specimen Stock Certificate evidencing shares of common stock (Incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S 1/A (File No. 333 233351) filed with the Securities and Exchange Commission on September 12, 2019).
4.2	Amended and Restated Investors' Rights Agreement among the Registrant and certain of its stockholders, dated August 30, 2018 (Incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-1 (File No. 333-233351) filed with the Securities and Exchange Commission on September 12, 2019).
4.3	Description of the Registrant's Securities (Incorporated by reference to Exhibit 4.3 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2019, filed March 12, 2020).
4.4	Amendment to the Amended and Restated Investors' Rights Agreement, dated as of February 25, 2021 (Incorporated by Reference to Exhibit 4.4 to the Registrant's Annual Report on Form 10-K filed with the Securities and Exchanges Commission on February 25, 2021).
10.1	Second Lease Modification Agreement, dated as of January 31, 2022, by and between Two Harbor Point Square LLC and SpringWorks Therapeutics, Inc. (Incorporated by Reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 5, 2022).
10.2	Retention Agreement, dated May 2, 2022, by and between SpringWorks Therapeutics, Inc. and Michael Burgess. (Incorporated by Reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 5, 2022).
10.3	Retention Agreement, dated May 2, 2022, by and between SpringWorks Therapeutics, Inc. and L. Mary Smith. (Incorporated by Reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 5, 2022).
10.4*#	Amended and Restated Clinical Trial Collaboration and License Agreement, dated September 6, 2022, by and between SpringWorks Therapeutics, Inc. and GlaxoSmithKline Intellectual Property Development Limited.
10.5**	Registration Rights Agreement, dated September 7, 2022, by and between SpringWorks Therapeutics, Inc. and the investor parties thereto. (Incorporated by Reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 8, 2022).
10.6	Consulting and Separation Agreement, dated September 12, 2022, by and between SpringWorks Therapeutics, Inc. and Michael Burgess. (Incorporated by Reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 16, 2022).
31.1*	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1†	Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2†	Certification of Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith.

** Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

Certain confidential information contained in this exhibit, marked by brackets, has been redacted in accordance with Regulation S-K Item 601(b) because the information (i) is not material and (ii) would be competitively harmful if disclosed.

† This certification will not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, except to the extent specifically incorporated by reference into such filing.

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 thereunto duly authorized.

SPRINGWORKS THERAPEUTICS, INC.

Date: November 3, 2022

By: /s/ Saqib Islam
Saqib Islam
Chief Executive Officer

Date: November 3, 2022

By: /s/ Francis I. Perier, Jr.
Francis I. Perier, Jr.
Chief Financial Officer

CERTAIN INFORMATION IDENTIFIED BY BRACKETED ASTERISKS ([***]) HAS BEEN OMITTED FROM THIS EXHIBIT BECAUSE IT IS BOTH NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

AMENDED AND RESTATED COLLABORATION AND LICENSE AGREEMENT

This AMENDED AND RESTATED CLINICAL TRIAL COLLABORATION AND LICENSE AGREEMENT (this "**Agreement**"), made as of 6 September 2022 (the "**Effective Date**"), is by and between GlaxoSmithKline Intellectual Property Development Limited a company registered in England and Wales (registered number 08283222) and having business offices at 980 Great West Road, Brentford, Middlesex, TW8 9GS, England ("**GSK**") and SpringWorks Therapeutics, Inc., a Delaware corporation, having a place of business at 100 Washington Blvd., 5th Floor, Stamford, CT 06902 ("**SpringWorks**"). SpringWorks and GSK are each referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. WHEREAS, GSK is developing belantamab mafodotin-blmf, a humanized (IgG1) antibody drug conjugate that binds specifically to a B-cell maturation antigen for the treatment of multiple myeloma and other BCMA-expressing malignancies ("**Belamaf**");

B. WHEREAS, SpringWorks is developing nirogacestat, a gamma secretase inhibitor (GSI) which specifically downregulates NOTCH target gene expression and reduces cleavage of B-cell maturation antigen for the treatment of certain human tumors ("**Nirogacestat**");

C. WHEREAS, the Parties entered into that certain Clinical Trial Collaboration and Supply Agreement dated 25 June 2019 (the "**Original Effective Date**"), as amended on 22 October 2021, in relation to a clinical trial testing Belamaf and Nirogacestat as a combination therapy for the treatment of relapsed refractory multiple myeloma (the "**Original Agreement**"); and

D. WHEREAS, the Parties desire to amend and restate the Original Agreement to permit the development and commercialization of the Combination Regimens (as defined below) in the Field (as defined below) on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the following mutual promises, covenants and conditions, the Parties, intending to be legally bound, mutually agree as follows:

1. DEFINITIONS.

For all purposes of this Agreement, the capitalized terms defined in this Article 1 and throughout this Agreement shall have the meanings herein specified.

1.1 "**Affiliate**" means, with respect to either Party, a firm, corporation or other entity which directly or indirectly owns or controls said Party, or is owned or controlled by said Party, or is under common ownership or control with said Party. The word "**control**" means (a) the direct or indirect ownership of fifty percent (50%) or more of the outstanding voting securities of a legal entity, or (b) possession, directly or indirectly, of the power to direct the management or policies of a legal entity, whether through the ownership of voting securities, contract rights, voting rights, corporate governance or otherwise.

1.2 "**Agreement**" has the meaning set forth in the preamble.

1.3 "**Alliance Manager**" has the meaning set forth in Section 6.9.

1.4 "**Applicable Law**" means all federal, state, local, national and regional statutes, laws, rules, regulations and directives applicable to a particular activity hereunder, including performance of clinical trials, medical treatment and the processing and protection of personal and medical data, that may be in effect from time to time including those promulgated by the United States Food and Drug Administration ("**FDA**"), the European Medicines Agency ("**EMA**") and any successor agency to the FDA or EMA or any agency or authority performing some or all of the functions of the FDA or EMA in any jurisdiction outside the United States or the European Union, and including cGMP and GCP; Data Protection Laws; export control and economic sanctions regulations which prohibit the shipment of United States-origin products and technology to certain restricted countries, entities and individuals; anti-bribery and anti-corruption laws and regulations governing payments to healthcare providers, including the Physician Payment Sunshine Act and state gift laws, and the European Federation of Pharmaceutical Industries and Associations Disclosure Code; and any United States or other country's or jurisdiction's successor or replacement statutes, laws, rules, regulations and directives relating to the foregoing.

1.5 "**Approved Vendor(s)**" has the meaning set forth in Section 9.3.

1.6 "**Assignment**" has the meaning set forth in Section 4.7.

1.7 "**BCMA**" means B-cell maturation antigen.

1.8 "**Belamaf**" has the meaning set forth in the Recitals hereto.

1.9 "**Bioanalytical Testing**" has the meaning set forth in Section 9.3.

1.10 "**Biomarkers**" mean any naturally occurring molecule, gene or characteristic by which a particular pathological or physiological process can be identified and serially monitored during a therapeutic intervention, including blood (including cells, RNA and circulating multiple myeloma cells (CMMCs)), serum (including cytokines and sBCMA), plasma (including cfDNA), tissue and tumors (including FFPE bone marrow aspirate and biopsy Samples).

1.11 "**Biomarker Testing**" has the meaning set forth in Section 9.2.

1.12 "**Business Day**" means any day other than (a) a Saturday, Sunday or any public holiday in Boston, Massachusetts or London, England; and (b) a day falling within the time period from and including 24 December up to and including 1 January.

1.13 "**cGMP**" means the current Good Manufacturing Practices officially published and interpreted by EMA, FDA and other applicable Regulatory Authorities that may be in effect from time to time and are applicable to the Manufacture of the Compounds. These include requirements set forth in FDA's regulations at 21 CFR Parts 11, 210, 211 and 600, as applicable to the processing, manufacture, handling, receipt, packaging, labelling, release and distribution of products and services subject to this Agreement.

1.14 "**Change of Control**" of a Party means any of the following, in a single transaction or a series of related transactions: (a) the sale or disposition of all or substantially all of the assets of such Party to a Third Party, (b) the direct or indirect acquisition by a Third Party (other than an employee benefit plan (or related trust) sponsored or maintained by such Party or any of its Affiliates) of beneficial ownership of more than fifty percent (50%) of

the then-outstanding common shares or voting power of such Party or any direct or indirect entity which holds, directly or indirectly, beneficial ownership of more than fifty percent (50%) of the then-outstanding common shares or voting power of such Party (a "**Parent Entity**"), (c) the merger or consolidation of such Party or any Parent Entity with or into a Third Party, unless, following such merger or consolidation, the stockholders of such Party or Parent Entity immediately prior to such merger or consolidation beneficially own directly or indirectly more than fifty percent (50%) of the then-outstanding common shares or voting power of the entity resulting from such merger or consolidation or (d) a change in the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Party, whether through the ownership of voting securities, by contract or otherwise.

1.15 "**Clinical Data**" means all data (including raw data) and results generated under the Sub-Study and/or activities conducted under the Development Plan, including all Sample Testing Results.

1.16 "**Clinical Hold**" means that (a) the FDA has issued an order to a Party pursuant to 21 CFR 312.42 to delay a proposed clinical investigation or to suspend an ongoing clinical investigation of the Combination Regimen or such Party's Compound in the United States, or (b) a Regulatory Authority other than the FDA has issued an equivalent order to that set forth in (a) in any other country or group of countries.

1.17 "**Clinical Quality Agreement**" means that certain Clinical Quality Agreement entered into by the Parties under the Original Agreement, as may be amended pursuant to Section 11 hereof.

1.18 "**Clinical Study**" means any clinical trial for a compound or product in humans that is designed to generate data in support or maintenance of Regulatory Approval including any post-approval clinical trial in humans, but excluding any investigator-sponsored clinical trial.

1.19 "**Combination Regimen**" means the use or method of using any GSK BCMA Product and the SpringWorks Compound in combination, either alone together as a combination therapy, or as a combination together with additional pharmaceutical agents, whether administration is concomitant or sequential administration.

1.20 "**Commercialization**" or "**Commercialize**" means any and all activities directed to the preparation for sale of, offering for sale of, or sale of a product, including activities directed to Promoting, distributing, importing, exporting and selling a product and interacting with Regulatory Authorities regarding any of the foregoing.

1.21 "**Commercialization Territory**" means the Required Territory and any other countries or territories for which the Parties agree via the JCC to seek Regulatory Approval of the Combination Regimen.

1.22 "**Commercially Reasonable Efforts**" means [***].

1.23 "**Committees**" has the meaning set forth in Section 6.5.

1.24 "**Compounds**" means any, some or all of the GSK BCMA Products and the SpringWorks Compound. A "**Compound**" means any of the GSK BCMA Products or the SpringWorks Compound, as applicable.

1.25 "**Compound Trademarks**" means any proprietary trademark or service mark used by either Party or their Affiliates in connection with the distribution, marketing, promotion and sale of such Party's Compound in the Field anywhere in the world, or accompanying logos, trade dress or indicia of origin. For the avoidance of doubt, Compound Trademarks do not include the international non-proprietary name of any Compound.

1.26 "**Confidential Information**" means any Know-How or other proprietary information or materials, whether in written, visual, oral or electronic or any other format, both technical and non-technical, disclosed to one Party by the other Party pursuant to this Agreement, the Original Agreement or prior to the Original Effective Date or otherwise belonging to a Party pursuant to this Agreement and relating to matters contemplated by this Agreement, except to the extent that it can be established by the receiving Party that such information or materials: (a) were already known to the receiving Party, other than under an obligation of confidentiality, either (i) at the time of disclosure by the other Party, or (ii) if applicable, at the time that it was generated hereunder, whichever of (i) or (ii) is earlier, in each case as demonstrated by competent business records; (b) were generally available to the public or otherwise part of the public domain either (i) at the time of its disclosure to the receiving Party, or (ii) if applicable, at the time that it was generated hereunder, whichever of (i) or (ii) is earlier; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement; (d) were disclosed to the receiving Party by a Third Party who had no obligation to the disclosing Party not to disclose such information to others; or (e) were subsequently independently developed by the receiving Party (or its Affiliates) without use of, or reference to, the Confidential Information as demonstrated by competent business records.

1.27 "**Continuing Party**" has the meaning set forth in Section 17.4(b).

1.28 "**CSR**" has the meaning set forth in Section 4.9(a).

1.29 "**CTA**" means an application to a Regulatory Authority for purposes of requesting the ability to start or continue a clinical trial.

1.30 "**Data Protection Law**" means all applicable laws, rules and regulations, including the United States Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"), the California Consumer Privacy Act of 2018 ("**CCPA**") (to the extent applicable), and any supranational or national legislation relating to privacy and data protection, direct marketing or the interception or communication of electronic messages, in each case as amended, consolidated, re-enacted or replaced from time to time, including, to the extent applicable, European Data Protection Laws.

1.31 "**Data Security Breach**" has the meaning set forth in Section 14.5.

1.32 "**Data Sharing Initiative**" means GSK's policy initiative (as may be amended from time to time), known at the Effective Date as the "SHARE Initiative", to provide researchers with access to Clinical Study and study information, including anonymized patient level data, as such initiative is described on https://www.clinicalstudydatarequest.com/.

1.33 "**Data Subject**" means an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to

one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

1.34 "**Data Subject Request**" has the meaning set forth in Section 15.13.

1.35 "**Debarred**" or "**Debarment**" means that a Party or any of its officers or directors or any other personnel (or other permitted agents of a Party hereunder) has been: (a) convicted of any of the offenses identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7 (http://oig.hhs.gov/exclusions/authorities.asp); (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database (http://exclusions.oig.hhs.gov/) or listed as having an active exclusion in the System for Award Management (http://www.sam.gov); or (c) disqualified or proposed by FDA for disqualification from receiving investigational products, conducting clinical studies or providing any services in any capacity to a person that has an approved or pending drug product application or listed by any US Federal agency as being suspended, proposed for debarment, debarred, suspended, excluded or otherwise ineligible to participate in Federal procurement or non-procurement programs, including under 21 U.S.C. 335a (http://www.fda.gov/ora/compliance_ref/debar/).

1.36 "**Delivery**" has the meaning set forth in Section 12.7.

1.37 "**Development**" or "**Develop**" means non-clinical and clinical research and drug development activities including Clinical Studies, including toxicology, pharmacology and other discovery efforts, test method development and stability testing, assay development, cell line development, process development and improvement, process validation, process scale-up, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, regulatory affairs related to obtaining Regulatory Approvals and conducting Clinical Studies, Medical Affairs activities, and all other activities, including any post-marketing commitments, necessary or reasonably useful or otherwise requested or required by a Regulatory Authority as a condition or in support of obtaining or maintaining a Regulatory Approval and, to the extent not included in the foregoing, any other activities set out in the Development Plan.

1.38 "**Development Plan**" has the meaning set forth in Section 3.1.

1.39 "**Disclosing Party**" has the meaning set forth in Section 15.1.

1.40 "**Dispute**" has the meaning set forth in Section 30.2.

1.41 "**Effective Date**" has the meaning set forth in the preamble.

1.42 "**EMA**" has the meaning set forth in the definition of Applicable Law.

1.43 "**Entity**" has the meaning set forth in Section 13.12.

1.44 "**European Data Protection Laws**" means the General Data Protection Regulation 2016/679 (the "**GDPR**"), the e-Privacy Directive 2002/58/EC, the Privacy and Electronic Communications Regulations 2003, the UK Data Protection Act 2018 ("**DPA**"), the UK General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (together with the DPA, the "**UK GDPR**"), and any relevant law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or

other binding instrument which implements, replaces, adds to, amends, extends, reconstitutes or consolidates such laws from time to time, in each case as amended, consolidated, re-enacted or replaced from time to time.

1.45 "**Executive Officers**" means (i) for SpringWorks, the Chief Executive Officer of SpringWorks (or a senior executive officer of SpringWorks designated by SpringWorks' Chief Executive Officer) and (ii) for GSK, the Chief Scientific Officer and President of R&D or equivalent (or a senior executive officer of GSK designated by GSK's Chief Scientific Officer and President of R&D or equivalent). In the event that the position of any of the Executive Officers identified in this Section 1.45 no longer exists due to a corporate reorganization, corporate restructuring or the like that results in the elimination of the identified position, the applicable Executive Officer shall be replaced with another executive officer with responsibilities and seniority comparable to the eliminated Executive Officer.

1.46 "**FDA**" has the meaning set forth in the definition of Applicable Law.

1.47 "**Field**" means the prevention, treatment and prophylaxis of multiple myeloma and other BCMA-expressing malignancies and diseases.

1.48 "**Filing Party**" has the meaning set forth in Section 17.4(b).

1.49 "**First Commercial Sale**" means (a) in any country in the Required Territory in which GSK has filed for Regulatory Approval of a GSK BCMA Product for use as part of a Combination Regimen, the first commercial sale of a GSK BCMA Product in the applicable country or territory in the Required Territory in an arm's length transaction to a Third Party by GSK or any of its Affiliates or Sublicensees, following GSK's or any of its Affiliates' or Sublicensees' receipt of all applicable Regulatory Approvals (including, for the avoidance of doubt, Pricing and Reimbursement Approvals) of such GSK BCMA Product for use as part of a Combination Regimen in such country or territory, or (b) in any other country in the Required Territory, the first commercial sale of a GSK BCMA Product in the applicable country or territory in the Required Territory in an arm's length transaction to a Third Party by GSK or any of its Affiliates or Sublicensees, following SpringWorks' or any of its Affiliates' or Sublicensees' receipt of all applicable Regulatory Approvals (including, for the avoidance of doubt, Pricing and Reimbursement Approvals) of the SpringWorks Compound for use as part of a Combination Regimen in such country or territory. First Commercial Sale will not include any distribution or other sale solely for patient assistance, named patient use, compassionate use, or other patient access programs, or test marketing programs, clinical trials, non-registrational studies or similar programs or studies.

1.50 "**First Party**" has the meaning set forth in Section 13.15(b).

1.51 "**GCP**" means the Good Clinical Practices officially published by EMA, FDA and the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) that may be in effect from time to time and are applicable to the testing of the Compounds, including the requirements set forth at 21 CFR Parts 50, 54, 56 and 312.

1.52 "**Government Official**" means (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises and entities owned or controlled by the state); (b) any officer or employee of a public

international organization such as the World Bank or United Nations; (c) any officer or employee of a political party or any candidate for public office; (d) any person defined as a government or public official under Applicable Laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above, including in each case any person with close family members who are Government Officials with the capacity, actual or perceived, to influence or take official decisions affecting GSK or SpringWorks business. For the purposes of this definition, "government" means all levels and subdivisions of government, e.g. local, regional, national, administrative, legislative, executive, or judicial and royal or ruling families.

1.53 "**GSK**" has the meaning set forth in the preamble.

1.54 "**GSK Background Intellectual Property**" means any Intellectual Property Rights owned or controlled by GSK or an Affiliate of GSK that (a) exist as of the Original Effective Date or (b) arise outside of (i.e., is not made or conceived in or through) the conduct of activities under this Agreement (including, for the avoidance of doubt, activities conducted under the Original Agreement) or without the use of or reliance upon the Licensed Clinical Data, the Confidential Information solely owned or controlled by SpringWorks, or the SpringWorks Compound.

1.55 "**GSK BCMA Products**" means the monoclonal antibody known as belantamab or any cytotoxic antibody-drug conjugate derived therefrom controlled by GSK, including but not limited to Belamaf.

1.56 "**GSK Invention**" has the meaning set forth in Section 17.2.

1.57 "**GSK IPR**" has the meaning set forth in Section 17.2.

1.58 "**GSK Regulatory Documentation**" means any Regulatory Documentation pertaining to the GSK BCMA Product that exists as of the Original Effective Date or that is created other than in connection with this Agreement. For the avoidance of doubt, GSK Regulatory Documentation does not include Study Regulatory Documentation.

1.59 "**GSK-Related Compound**" has the meaning set forth in Section 16.3.

1.60 "**HIPAA**" has the meaning set forth in the definition of Data Protection Law.

1.61 "**IND**" means the Investigational New Drug Application filed or to be filed with the FDA as described in Title 21 of the U.S. Code of Federal Regulations, Part 312, and the equivalent application in the jurisdictions outside the United States, including an "Investigational Medicinal Product Dossier" filed or to be filed with the EMA.

1.62 "**Initiation**" means, with respect to a Clinical Study, the dosing of the first patient in such Clinical Study.

1.63 "**Intellectual Property Rights**" means all patents, inventions (whether patentable or not), discoveries, rights in confidential information, Know-How and trade secrets (and any documents containing such confidential information, Know-How or trade secrets), trademarks and service marks, copyrights (including in computer software) (in each case whether registered or not), registered designs, design rights, contractual waivers of moral rights, rights in databases and collections of data, utility models and all similar property rights whether or not registered or registrable, designs, drawings, performances, computer

programs, business or brand names, rights in domain names, metatags, goodwill or the style or presentation of goods or services and all similar property rights whether or not registered or registrable, including applications for protection, renewal or extension of any such rights, anywhere in the world and in each case whether subsisting now or in the future.

1.64 "**JCC**" has the meaning set forth in Section 6.3.

1.65 "**JDC**" has the meaning set forth in Section 6.2.

1.66 "**Jointly Owned Study Invention**" has the meaning set forth in Section 17.4(a).

1.67 "**Joint Patent**" means a patent, extension, registration, supplementary protection or certificate of the like that issues from a Joint Patent Application.

1.68 "**Joint Patent Application**" has the meaning set forth in Section 17.4(b).

1.69 "**JSC**" has the meaning set forth in Section 6.1.

1.70 "**Know-How**" means any proprietary invention, innovation, improvement, development, discovery, computer program, device, trade secret, method, know-how, process, technique or the like, including manufacturing, use, process, structural, operational and other data and information, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable, that is not generally known or otherwise in the public domain.

1.71 "**Know-How Transfers**" has the meaning set forth in Section 3.3.

1.72 "**Liability**" has the meaning set forth in Section 22.1.

1.73 "**Licensed Clinical Data**" means all tables, listings, figures and other aggregated analysis derived from the Clinical Data (in accordance with the applicable protocol for the relevant Clinical Study) that relates to the Combination Regimens or the SpringWorks Compound as a sole compound, but excluding any raw data (including Sample Testing Results) or any data (or any aggregated analysis thereof) relating to the GSK BCMA Product alone or use of the GSK BCMA Product in combination with any other compound in the Field.

1.74 "**Manufacture**," "**Manufactured**," or "**Manufacturing**" means all activities of the manufacture of a Compound, including planning, purchasing, manufacture, processing, compounding, storage, filling, packaging, waste disposal, labelling, leafleting, testing, quality assurance, sample retention, stability testing, release, dispatch and supply, as applicable.

1.75 "**Manufacturer's Release**" or "**Release**" means the certification of release of a production lot of a Compound in accordance with the Clinical Quality Agreement.

1.76 "**Manufacturing Site**" means the facilities where a Compound is Manufactured by or on behalf of a Party, as such Manufacturing Site may change from time to time in accordance with Section 12.10.

1.77 "**Material Safety Issue**" means a Party's reasonable belief that there is an unacceptable risk for harm in humans based on: (a) pre-clinical safety data, including data from animal toxicology studies, or (b) the observation of serious adverse events in humans after a Party's Compound, either as a single Compound or in combination with any other

pharmaceutical agent (including the Combination Regimens), has been administered to or taken by humans.

1.78 "**Mechanism of Action**" means the specific biological and/or chemical interaction(s) through which a drug substance produces its pharmacological effect(s).

1.79 "**Medical Affairs**" means any and all activities conducted by or on behalf of a Party or any of its Affiliates with respect to: communications with key opinion leaders, continuing medical education, symposia, advisory boards (to the extent related to medical affairs or clinical guidance), patient or consumer registries, and other medical programs and communications (including publications and exhibiting and presenting at seminars and conventions), health economic studies, health care professional programs, engaging medical science liaisons, and conducting medical science liaison activities.

1.80 "**Milestone Event**" has the meaning set forth in Section 13.2.

1.81 "**Milestone Payment**" has the meaning set forth in Section 13.2.

1.82 "**Nirogacestat**" has the meaning set forth in the Recitals hereto.

1.83 "**Non-Conformance**" has the meaning set forth to such term in the Clinical Quality Agreement.

1.84 "**Non-Filing Party**" has the meaning set forth in Section 17.4(b).

1.85 "**Opting-out Party**" has the meaning set forth in Section 17.4(b).

1.86 "**Party**" has the meaning set forth in the preamble.

1.87 "**Personal Data**" will be construed in accordance with the GDPR to the extent applicable. In all other instances, to the extent HIPAA applies, Personal Data means Protected Health Information subject to HIPAA.

1.88 "**Pfizer Agreement**" has the meaning set forth in Section 20.9.

1.89 "**Pharmacovigilance Agreement**" means that certain pharmacovigilance agreement entered into by the Parties under the Original Agreement, as may be amended pursuant to Article 10 hereof regarding safety-related activities in relation to the Compounds.

1.90 "**Platform Study**" means the Clinical Study entitled "Platform Study of Belantamab Mafodotin as Monotherapy and in Combination With Anti-cancer Treatments in Participants With Relapsed/Refractory Multiple Myeloma (RRMM) (DREAMM 5) (NCT04126200)" that is sponsored by GSK, under which the Sub-Study is being conducted.

1.91 "**Platform Study IND**" has the meaning set forth in Section 4.5.

1.92 "**Platform Study Protocol**" means the written documentation which describes the Platform Study and sets forth specific activities to be performed as part of the Platform Study conduct.

1.93 "**Pricing and Reimbursement Approval**" means any approval, agreement, determination, or other decision by the applicable Regulatory Authority or other governmental authority

in a given country or other regulatory jurisdiction that establishes prices charged to end-users for a given pharmaceutical product at which such pharmaceutical product will be reimbursed by the applicable governmental authorities in such country or regulatory jurisdiction. For the avoidance of doubt, Pricing and Reimbursement Approval does not include any period of free pricing pending any decision by the applicable Regulatory Authority or other governmental authority.

1.94 "**Promotion**" or "**Promoting**" means any and all activities directed to the marketing and promotion of a product and interacting with Regulatory Authorities for related purposes following receipt of Regulatory Approval in the applicable country or region for such product regarding the foregoing.

1.95 "**Protected Health Information**" will be construed in accordance with HIPAA.

1.96 "**Receiving Party**" has the meaning set forth in Section 15.1.

1.97 "**Regulatory Approvals**" means, with respect to a Compound, any and all permissions required to be obtained from Regulatory Authorities and any other competent authority for the marketing, sale and distribution of such Compound in any applicable jurisdictions, including Pricing and Reimbursement Approval if necessary for the lawful commercial marketing, sale and distribution of such Compound in an applicable jurisdiction. For the avoidance of doubt, Regulatory Approval includes, in the United States, approval of a New Drug Application ("**NDA**"), Biologics License Application ("**BLA**") or an equivalent by the FDA, and in the European Union, Regulatory Approval means approval of a Marketing Authorization Application ("**MAA**") or an equivalent by the European Commission or applicable national Regulatory Authority.

1.98 "**Regulatory Authorities**" means any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the activities conducted under this Agreement, including performance of Clinical Studies, medical treatment and the processing and protection of personal and medical data or marketing and sale of a pharmaceutical product in a country. "**Regulatory Authority**" includes the FDA, the EMA and any successor agency to the FDA or EMA or any agency or authority performing some or all of the functions of the FDA or EMA in any jurisdiction outside the United States or the European Union.

1.99 "**Regulatory Documentation**" means, with respect to a Party's Compound, all submissions to Regulatory Authorities in connection with the Development or Commercialization of such Compound or the Regulatory Approval of such Compound and all INDs and CTAs for such Compound and amendments thereto, including all drug master files, correspondence with regulatory agencies, periodic safety update reports, adverse event files, complaint files, inspection reports and manufacturing records, in each case together with all supporting documents.

1.100 "**Related Agreements**" means the Pharmacovigilance Agreement and the Clinical Quality Agreement.

1.101 "**Representatives**" has the meaning set forth in Section 14.2.

1.102 "**Requesting Party**" has the meaning set forth in Section 7.6.

1.103 "**Required Territory**" means [***].

1.104 "**Resulting Entity**" has the meaning set forth in Section 4.7.

1.105 "**Right of Reference**" means allowing the applicable Regulatory Authority in a country to have access to relevant information (by cross-reference, incorporation by reference or otherwise) contained in any Regulatory Documentation (and any data contained therein) filed with such Regulatory Authority with respect to a Party's Compound.

1.106 "**Samples**" means biological specimens collected from subjects participating in Clinical Studies under the Development Plan, including urine, blood and tissue samples.

1.107 "**Sample Testing**" means the analyses that may be performed by GSK using the applicable Samples, as permitted in accordance with this Agreement, including Bioanalytical Testing and Biomarker Testing.

1.108 "**Sample Testing Results**" means those data and results arising from the Sample Testing.

1.109 "**Second Party**" has the meaning set forth in Section 13.15(b).

1.110 "**Segregate**" means [***].

1.111 "**Specifications**" means, with respect to a given Compound, the specifications for testing, release and stability of such Compound, as set forth in the applicable Regulatory Documentation for such Compound.

1.112 "**SpringWorks**" has the meaning set forth in the preamble.

1.113 "**SpringWorks Background Intellectual Property**" means any Intellectual Property Rights owned or controlled by SpringWorks or an Affiliate of SpringWorks that (a) exist as of the Original Effective Date or (b) arise outside of (i.e., is not made or conceived in or through) the conduct of activities under this Agreement (including, for the avoidance of doubt, activities conducted under the Original Agreement) or without the use of or reliance upon Clinical Data, the Confidential Information solely owned or controlled by GSK, or the GSK BCMA Products.

1.114 "**SpringWorks Compound**" means Nirogacestat or any polymorphs, salts or derivatives thereof controlled by SpringWorks.

1.115 "**SpringWorks Invention**" has the meaning set forth in Section 17.3.

1.116 "**SpringWorks IPR**" has the meaning set forth in Section 17.3.

1.117 "**SpringWorks Regulatory Documentation**" means any Regulatory Documentation pertaining to the SpringWorks Compound that exists as of the Original Effective Date or that is created other than in connection with this Agreement. For the avoidance of doubt, SpringWorks Regulatory Documentation does not include Study Regulatory Documentation.

1.118 "**SpringWorks-Related Compound**" means a compound that has the same Mechanism of Action as the SpringWorks Compound.

1.119 "**Standard Contractual Clauses**" means: (a) in relation to transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically

including Module 1 (Controller to Controller); and (b) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case of (a) and (b) as amended, consolidated, re-enacted or replaced from time to time.

1.120 "**Study Inventions**" means all inventions and discoveries, whether or not patentable, that are made or conceived by either Party, its Affiliates or subcontractors, in the conduct of activities under this Agreement (including, for the avoidance of doubt, activities conducted under the Original Agreement) and/or that are made or conceived by a Party, its Affiliates or subcontractors, through use of the Licensed Clinical Data.

1.121 "**Study Regulatory Documentation**" means any Regulatory Documentation pertaining to the activities under the Development Plan whether created before, during or after the expiry of the Term.

1.122 "**Sublicense**" has the meaning set forth in Section 2.5.

1.123 "**Sublicensee**" means any person or entity to whom a Sublicense is granted in accordance with Section 2.4.

1.124 "**Sub-Study**" means the sub-studies under the Platform Study investigating the Combination Regimens for relapsed and refractory multiple myeloma performed under this Agreement and referred to as Sub-Study 3, Sub-Study 6 and Sub-Study 7 in the Development Plan.

1.125 "**Supply Remediation Plan**" has the meaning set forth in Section 8.2.

1.126 "**Tax**" means any present or future taxes, levies, imposts, duties, charges, assessments or fees in the nature of a tax imposed, collected or assessed by, or payable to, a Tax Authority (including interest, penalties and additions thereto).

1.127 "**Tax Action**" has the meaning set forth in Section 13.10.

1.128 "**Tax Authority**" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official in the United Kingdom or elsewhere.

1.129 "**Term**" has the meaning set forth in Section 24.1.

1.130 "**Third Party**" means any person or entity other than GSK, SpringWorks or their respective Affiliates.

1.131 "**Third Party License Payment**" means any payment (e.g. upfront payment, milestone, royalty) due to any Third Party under license agreements or other written agreements granting rights to Intellectual Property Rights owned or controlled by such Third Party to the extent that such Intellectual Property Rights are necessary for (a) the making, using or importing of a Party's Compound for the conduct of the activities under the Development Plan, (b) the conduct of the activities under the Development Plan, or (c) the Commercialization of a Party's Compound in accordance with this Agreement.

1.132 "**VAT**" means any value added, sales, purchase, turnover or consumption tax as may be applicable in any relevant jurisdiction, including but not limited to value added tax chargeable under legislation implementing Council Directive 2006/112/EC.

1.133 "**Working Group**" has the meaning set forth in Section 6.8.

2. LICENSE GRANTS

2.1 Subject to the terms and conditions of this Agreement, SpringWorks hereby grants, and shall cause its Affiliates as needed to grant, to GSK a non-exclusive, worldwide, sublicensable (in accordance with Section 2.5) license under the SpringWorks IPR to [***]. For the avoidance of doubt, nothing herein provides GSK with any rights, title or interest to or in or any license to any SpringWorks IPR, other than as expressly set out in this Agreement, including any rights, title or interest to or in or any license to the use of the SpringWorks Compound with any compound or substance other than as part of the Combination Regimens.

2.2 Subject to the terms and conditions of this Agreement, SpringWorks reserves the right to use the SpringWorks IPR to Develop, make, use, sell, offer for sale and import or otherwise Commercialize, itself or with and through its Affiliates and any Third Parties, the SpringWorks Compound, alone or in combination with any products.

2.3 Subject to the terms and conditions of this Agreement, GSK hereby grants, and shall cause its Affiliates as needed to grant, to SpringWorks a non-exclusive, worldwide, sublicensable (in accordance with Section 2.5) license under the GSK IPR solely [***]. For the avoidance of doubt, nothing herein provides SpringWorks with any rights, title or interest to or in or any license to any GSK IPR, other than as expressly set out in this Agreement, including any rights, title or interest to or in or any license to the use of the GSK BCMA Products with any compound or substance other than as part of the Combination Regimens.

2.4 Without prejudice to Section 2.5, each Party shall have the right to delegate or subcontract any portion of its obligations hereunder to subcontractors, provided that SpringWorks' right to so delegate or subcontract shall not extend to any Development activities assigned to SpringWorks under the Development Plan except with GSK's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. Each Party shall remain solely and fully liable for the performance of such subcontractors and shall ensure that its subcontractors perform their obligations pursuant to the terms of this Agreement.

2.5 Each Party shall have the right to grant sublicenses, through multiple tiers, under the foregoing license grants in Sections 2.1 and 2.3 (individually, a "**Sublicense**") to its Affiliates and Third Parties without consent, provided that in each case (a) such Sublicense is consistent with the terms and conditions of this Agreement and the rights granted to any Sublicensee shall be subject and subordinate to the applicable terms and conditions of this Agreement, (b) the Party granting a Sublicense shall be liable for all acts or omissions of any Sublicensee that, if committed by the Party granting the Sublicense, would be a breach of any of the provisions of this Agreement, (c) such Sublicense shall contain (i) a requirement that the Sublicensee comply with the confidentiality and non-use provisions of Section 14 and (ii) a requirement that the Sublicensee assigns rights to any Intellectual Property Rights conceived, discovered, developed, reduced to practice or otherwise made by such Sublicensee so that such rights can be conveyed in accordance with the terms and conditions of this Agreement; and (d) SpringWorks' right to grant a Sublicense under the license grants in Section 2.3 shall not extend to any activities assigned to SpringWorks

under the Development Plan, except in accordance with GSK's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

2.6 All licenses granted by either Party to the other Party under this Agreement are deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined in Section 101 of the U.S. Bankruptcy Code. Each Party, as licensee, may fully exercise all of its rights and elections under any applicable Bankruptcy Code. The Parties further agree that, if a Party elects to retain its rights as a licensee under any applicable Bankruptcy Code, such Party shall be entitled to complete access to any technology licensed to it hereunder and all embodiments of such technology. Such embodiments of the technology shall be delivered to such licensee Party not later than: (a) the commencement of bankruptcy proceedings against the licensor Party, upon written request, unless the licensor Party elects to perform its obligations under this Agreement, or (b) if not delivered under clause (a), upon the rejection of this Agreement by or on behalf of the licensor Party, upon written request. Any agreements supplemental hereto will be deemed to be "agreements supplementary to" this Agreement for purposes of Section 365(n) of the U.S. Bankruptcy Code. As used herein, "Bankruptcy Code" means the U.S. Bankruptcy Code and any foreign equivalent thereto in any country having jurisdiction over a Party or its assets.

3. DEVELOPMENT PLAN; KNOW-HOW TRANSFER

3.1 An initial high level development plan agreed by the Parties is attached hereto as Schedule 3.1 that sets out the Clinical Studies (including the on-going Sub-Study) planned as of the Effective Date to be conducted by GSK (the "**Development Plan**"). The Parties, acting through the JDC and subject to Article 6, shall further update the Development Plan when reasonable or required, including to address matters that cannot reasonably be addressed as of the Effective Date, including anticipated timelines, patient numbers and the form, formulation and dosage strength of the SpringWorks Compound required to conduct such Clinical Studies. Either Party may propose additional updates and amendments to the Development Plan at any time for consideration and approval by the JDC in accordance with Section 6.2. The Development Plan will be used to forecast required amounts of clinical supplies of the SpringWorks Compound in accordance with the process established by the JDC; provided that initial forecasted supply for the Sub-Study is set forth on Appendix A.

3.2 During the Term, the Parties will consider in good faith requests by investigators to conduct investigator-sponsored studies or supported collaborative studies of the Combination Regimen (alone or in combination with additional pharmaceutical agents) within the Field. Each Party shall promptly inform the other of any such requests and the Parties will discuss such requests through the JDC. Neither Party shall be obligated to approve or support any such request; provided that such Party will inform the JDC of the reason for such decision. In the event both Parties agree to support any such study, each Party shall use reasonable efforts to supply reasonable quantities of its Compound to the extent reasonably available for such study (e.g., each Party continues to manufacture its Compound subject to any generally applicable shortage of its Compound and subject to other internal and Third Party commitments of each Party with respect to the use and supply of its Compound). Such supply will be pursuant to a separate agreement, which shall be negotiated in good faith between the applicable Party(ies) and the investigator and/or the investigator's institution, as appropriate.

3.3 SpringWorks will provide to GSK any Know-How and other data related to the SpringWorks Compound requested by GSK from time-to-time during the Term, that is in SpringWorks' possession or control and that is required for the conduct of the activities under the Development Plan or is reasonably necessary or useful for GSK in making any decision relating to the Development of the Combination Regimen in the Field and the maintenance of Regulatory Approvals therefor, whether generated by preclinical, CMC or Clinical Studies or otherwise, (collectively, the "**Know-How Transfers**"). The Know-How Transfers shall be requested and conducted in a timely manner, including to meet any timelines set out in the Development Plan or regulatory requirements pertaining to the conduct of the activities under the Development Plan and to enable GSK to draft and update as necessary the investigator's brochure for any Clinical Study conducted under the Development Plan. The Know-How Transfers shall not apply to the extent SpringWorks' compliance therewith would constitute a breach of an agreement between SpringWorks and any Third Party: (a) which is entered into prior to the Effective Date; or (b) which is entered into on or after the Effective Date, provided however that: (i) SpringWorks shall use reasonable efforts to include a provision in such agreement that permits the sharing of Know-How and data as set forth in this Section 3.3; and (ii) such carve out shall not apply to the sharing of safety data in accordance with the Pharmacovigilance Agreement. Any dispute relating to this Section 3.3 shall be referred to, and promptly resolved in good faith by, the JDC in accordance with Section 6.2.

4. CONDUCT OF THE DEVELOPMENT ACTIVITIES; REPORTING.

4.1 Each Party shall act in good faith and perform and fulfil its respective activities and obligations under this Agreement in accordance with the terms of this Agreement and Applicable Law. Notwithstanding anything to the contrary contained herein, neither GSK nor SpringWorks shall employ, subcontract with or grant a Sublicense to any person or entity that is Debarred or otherwise ineligible for government programs for the performance of any activities under this Agreement or the Related Agreements.

4.2 Provided, SpringWorks complies with its obligations under Section 4.3, GSK shall use Commercially Reasonable Efforts to Develop the Combination Regimens as set forth in the Development Plan. Unless otherwise agreed between the Parties and reflected in the Development Plan, GSK shall, subject to the applicable terms of this Agreement and any Related Agreement, be solely responsible (as between the Parties) for the conduct of, and be the sponsor of record for, the Clinical Studies contained in the Development Plan, and manage and be responsible for the conduct of any other activities under the Development Plan, including timelines and contingency planning, compiling, amending and filing all necessary Study Regulatory Documentation with Regulatory Authorities pursuant to the terms of this Article 4.

4.3 SpringWorks shall, at its own cost, conduct such Development activities as are necessary to generate data (*e.g.*, pharmacokinetic data or toxicology data) related to the SpringWorks Compound as a monotherapy where such data is reasonably necessary or required by a Regulatory Authority (a) in order to enable GSK to conduct any activities under the Development Plan on the timelines set out therein; or (b) in order for GSK to obtain any Regulatory Approval for a GSK BCMA Product for use in the Combination Regimen in the Field in any country or region in the Commercialization Territory.

4.4 Notwithstanding anything to the contrary contained herein, GSK shall not be obligated to undertake or continue any Development activities, and may terminate any ongoing Clinical Study, if GSK reasonably determines that performance of such Development activity or

Clinical Study would violate Applicable Law or would pose a safety risk for subjects participating in such Clinical Study. GSK shall make good faith efforts to consult with, and consider input from, SpringWorks before (and if not before, then promptly following) the termination of any activities based on such a determination.

4.5 As of the Effective Date, GSK is the sponsor of the Sub-Study, and is conducting the Sub-Study under the IND for the Platform Study (the "**Platform Study IND**") in accordance with the Platform Study Protocol. GSK shall own the Platform Study IND. As between the Parties, GSK shall have the sole right and authority to make and submit filings regarding the Sub-Study to the Platform Study IND.

4.6 GSK shall prepare the global template patient informed consent form for the Clinical Studies (which shall include provisions designed to permit the lawful sharing of Samples and Licensed Clinical Data and the use of Samples in Sample Testing) in accordance with Applicable Law and in consultation with SpringWorks and shall consider SpringWorks' comments in good faith; provided that SpringWorks shall control the contents of, and provide to GSK, the portion of the informed consent form relating to the SpringWorks Compound, which shall be prepared in accordance with Applicable Law and in respect of which SpringWorks shall consult with GSK and consider all comments of GSK shall in good faith.

4.7 No less than [***] days prior to each meeting of the JDC (in accordance with Section 6.2), GSK shall provide the JDC with reasonably detailed written reports summarizing the material Development activities performed by GSK since the preceding report, its material Development activities in process, and the future material Development activities it expects to initiate prior to the next report. Such reports would include other information as agreed by the JDC. Following any Change of Control of SpringWorks or an assignment of this Agreement by SpringWorks pursuant to Section 28 (iii) (an "**Assignment**"), in either case where the acquiror, successor, resulting entity or assignee (the "**Resulting Entity**") following such Change of Control or Assignment, as applicable,[***].

4.8 GSK shall provide to SpringWorks copies of all Licensed Clinical Data, in electronic form or other mutually agreeable alternate form following creation or compilation of such Licensed Clinical Data in accordance with the timelines set out in the applicable protocol for the relevant Clinical Study or otherwise on the timelines to be agreed by the JDC, provided that GSK has obtained all necessary consents required to lawfully share such Licensed Clinical Data and such Licensed Clinical Data is otherwise reasonably available without undue burden. GSK shall use Commercially Reasonable Efforts to obtain all patient authorizations and consents required under Data Protection Laws in connection with any Clinical Studies conducted under the Development Plan to permit such sharing of Licensed Clinical Data with SpringWorks.

4.9 Without limiting the requirements of or expanding the limitations of the foregoing Section 4.8, GSK shall provide SpringWorks with:

(a) following such information becoming reasonably available to and being compiled by GSK in accordance with the timelines set out in the applicable protocol for the relevant Clinical Study, an electronic first draft of the clinical study report ("**CSR**") for such Clinical Study in accordance with the results and analysis plan for such Clinical Study. SpringWorks shall review such first draft report and provide comments to GSK within GSK's internal timeline for commenting on such draft,

which shall be communicated to SpringWorks when providing such draft and GSK shall consider such comments in good faith;

(b) if applicable, following review of the first draft of the CSR pursuant to (a), any subsequent draft reports to the extent that any information therein relating to the SpringWorks Compound has changed or there has otherwise been a material change since the first draft provided to SpringWorks, which SpringWorks shall review and on which SpringWorks shall provide comments within GSK's internal timeline for commenting on such draft, as communicated to SpringWorks when providing such draft which comments GSK shall consider such in good faith; and

(c) a final version of the CSR for the relevant Clinical Study no later than [***] months following finalisation of such CSR by GSK, as applicable. GSK shall not include any statements in any final CSR solely relating to the SpringWorks Compound which have not been approved by SpringWorks.

5. COSTS OF DEVELOPMENT.

5.1 The Parties agree that:

(a) all expenses in relation to the following provisions shall be borne or shared by the Parties as provided in the relevant Articles or Sections set forth below:

(i) Manufacturing of the GSK BCMA Products and SpringWorks Compound, according to Article 12; and

(ii) any costs associated with Intellectual Property Rights, according to Article 17;

(iii) costs associated with regulatory activities, in accordance with Section 7.9; and

(b) each Party will pay any Third Party License Payment for which it is responsible if required in connection with conduct of the activities under the Development Plan.

5.2 Subject to Section 5.1, unless otherwise agreed between the Parties and stated in the Development Plan, GSK shall bear all other costs associated with the conduct of the activities under the Development Plan.

6. GOVERNANCE

6.1 Within [***] days following the Effective Date, the Parties shall establish a joint steering committee (the "**JSC**"), which shall be made up of an equal number of representatives from each Party. The JSC shall initially be co-chaired by Dr. Badreddin Edris from SpringWorks and a GSK VP to be appointed and notified to SpringWorks within [***] days following the Effective Date. The JSC shall (a) [***], (b) [***], (c) [***], and (d) carry out such other responsibilities as expressly delegated to the JSC as set forth in this Agreement or as may be mutually agreed by the Parties from time to time.

6.2 The Parties established a joint development committee under the Original Agreement, which shall continue under this Agreement from the Effective Date (the "**JDC**") in accordance with the terms of this Article 6. The JDC will be made up of [***] representatives of each of SpringWorks and GSK unless the Parties agree to a different

number of representatives (but in any event, the JDC shall be made up of an equal number of representatives from each Party), which shall have responsibility for:

(a) [***];

(b) [***];

(c) [***]; and

(d) carrying out such other responsibilities as expressly delegated to the JDC as set forth in this Agreement or as may be mutually agreed by the Parties from time to time.

6.3 Either Party may propose, through the JDC or JCC, as applicable, potential alignment on a [***] for the Combination Regimens in the Field. If the Parties mutually agree that such [***] is desirable, the Parties shall use reasonable efforts to agree on the terms of such [***] which terms, if agreed between the Parties, shall be reflected in an amendment to this Agreement.

6.4 Within [***] of the Effective Date (or earlier if agreed by the Parties), the Parties shall establish a joint commercialization committee (the "**JCC**") which shall be made up of an equal number of representatives from each Party and shall be responsible for:

(a) [***];

(b) [***]; and

(c) carrying out such other responsibilities as expressly delegated to the JCC as set forth in this Agreement or as may be mutually agreed by the Parties from time to time.

6.5 [***]

6.6 [***]

6.7 [***]

6.8 From time to time, a Committee may establish and delegate duties to other committees, subcommittees or directed teams (each, a "**Working Group**") on an "as needed" basis to oversee particular projects or activities, which delegations shall be reflected in the minutes of the meetings of the respective Committee. Such Working Groups may be established on an ad hoc basis for purposes of a specific project, or on such other basis as the respective Committee may determine, and shall be constituted and shall operate as such Committee may determine; provided, that each Working Group shall have equal representation from each Party, and, subject to Sections Section 6.5, 6.6 and 6.7, decision-making shall be by consensus, with each Party's representatives on the applicable Working Group collectively having one (1) vote on all matters brought before the Working Group. Each Working Group and its activities shall be subject to the direction, review and approval of, and shall report to, the respective Committee. In no event shall the authority of the Working Group exceed that specified for the Committees in this Article 6.

6.9 Each Party shall designate an alliance manager (the "**Alliance Manager**") who shall be responsible for coordinating the activities of the Committees under this Agreement. Such

Alliance Managers will be responsible for the day-to-day worldwide coordination of the collaboration contemplated by this Agreement and will serve to facilitate communication between the Parties. The Alliance Managers shall attend meetings of the Committees but shall not be counted as members of the Committees (and shall not vote on matters discussed at any such Committee meetings). Each Party may change its designated Alliance Manager from time to time upon notice to the other Party.

6.10 Each Committee shall meet no less than [***], unless otherwise agreed by the relevant Committee. The Alliance Managers shall be responsible (on a rotating basis with the GSK Alliance Manager responsible for the first meeting of each Committee after the Effective Date) for arranging the date of the meetings of the Committees and shall circulate an agenda for each meeting at least [***] Business Days prior to the agreed date for the meeting. The other Party shall be entitled to comment on and add items to the agenda and re-circulate the agenda at least [***] Business Days ahead of the agreed date of the meeting. The Parties shall each be responsible for their own costs and expenses incurred in participating in and attending Committee meetings. The minutes of each Committee meeting will be drafted by the meeting's secretary and shall summarize discussion highlights, actions, agreements and issues requiring escalation for resolution. The first such secretary shall be the GSK Alliance Manager and thereafter the secretarial appointment shall alternate between the SpringWorks Alliance Manager and the GSK Alliance Manager. The draft minutes shall be circulated within [***] Business Days of the relevant Committee meeting by the applicable Alliance Manager for review and comment. Such Alliance Manager shall circulate a final version of such minutes to the relevant Committee at least [***] Business Days in advance of the next Committee meeting for approval at such Committee meeting.

7. REGULATORY

7.1 If GSK files an application for Regulatory Approval for a GSK BCMA Product for use in the Combination Regimen in the Field in any country or region in the Commercialization Territory, then GSK shall use Commercially Reasonable Efforts to [***]. SpringWorks shall file an application for and use Commercially Reasonable Efforts to [***].

7.2 If SpringWorks has not filed an application for Regulatory Approval for the SpringWorks Compound in [***].

7.3 For the avoidance of doubt, SpringWorks shall own and retain all rights (other than as expressly stated in this Agreement) to the SpringWorks Regulatory Documentation and all Regulatory Documentation related solely to the SpringWorks Compound.

7.4 For the avoidance of doubt, GSK shall own and retain all rights (other than as expressly stated in this Agreement) to the GSK Regulatory Documentation, all Regulatory Documentation related solely to the GSK BCMA Products and the Study Regulatory Documentation.

7.5 Each Party hereby grants to the other Party and its Affiliates (including the right to sublicense to the Sublicensees and subcontractors) a Right of Reference to its Regulatory Documentation (including the appropriate INDs and CTAs) for the sole purpose of enabling the other Party, its Affiliates, Sublicensees and subcontractors to apply for and maintain any and all Regulatory Approvals required to conduct the activities assigned to such Party under the Development Plan and to Commercialize its Compound as part of the Combination Regimen in the Field in accordance with this Agreement. Each Party shall promptly provide to the other Party or its nominee and FDA or other Regulatory Authorities

in the Commercialization Territory all letters of authorization required to enable such Right of Reference. If either Party's CTA is not available in a given country, such Party will file its CMC data with the Regulatory Authority for such country, referencing the other Party's CTA as appropriate (however, the other Party shall have no right to directly access the CMC data).

7.6 As required by Applicable Law or a Regulatory Authority and otherwise upon a Party's reasonable request (the "**Requesting Party**"), the other Party shall reasonably cooperate with the Requesting Party, in the preparation, submission and prosecution of Regulatory Documentation to, and responding to queries from, Regulatory Authorities, in connection with the Requesting Party's Regulatory Approval, activities under the Development Plan and Commercialization of its Compound as part of the Combination Regimen in the Field in the Commercialization Territory. For the avoidance of doubt, nothing herein will require either Party to convey any rights to Regulatory Documentation relevant to its Compound with any compound or substance other than as part of a Combination Regimen in the Field.

7.7 Without prejudice to Section 7.5, and subject to Section 8.4, each Party shall take such actions as are reasonably necessary to enable the other Party to reference Licensed Clinical Data and its Compound in its own product labelling [***], to support use and Commercialization of the other Party's Compound as part of the Combination Regimen in the Field.

7.8 [***]. Each Party shall provide the other Party with copies of all such applications for Regulatory Approval, material reports and material correspondence with Regulatory Authorities to the extent pertaining to the Combination Regimen in the Field (but not the providing Party's Compound alone) which each Party shall use commercially reasonable efforts to provide at least [***] Business Days in advance unless circumstances necessitate a shorter time period, and in any event not less than a reasonable time in advance under the circumstances. Following any Change of Control of SpringWorks or an Assignment, in either case where the Resulting Entity or any Affiliate of the Resulting Entity is then Developing or Commercializing a BCMA-directed therapy in the Field, [***].

7.9 As required by Applicable Law or a Regulatory Authority and otherwise upon a Party's reasonable request, the other Party shall reasonably cooperate with the Requesting Party in good faith in support of the Requesting Party's submissions to or interactions with Regulatory Authorities related to the Combination Regimen in the Field or the activities carried out under the Development Plan, including by participating in [***].

8. COMMERCIALIZATION

8.1 Each Party shall remain solely responsible for Commercialization of its Compound for all purposes, including as part of the Combination Regimen in the Field. Unless otherwise agreed by the JCC, each Party shall make available its Compound in the applicable form, formulation and dosage strength as set out in the applicable Regulatory Approval for the applicable Combination Regimen in the Field in each country or region in the Commercialization Territory, and shall use Commercially Reasonable Efforts to meet the timelines agreed by the Parties for such availability.

8.2 SpringWorks shall ensure that the SpringWorks Compound is made available in quantities required to meet the commercial forecasts [***] and shall use Commercially Reasonable Efforts to make available any required amounts [***]. If, at any time during the Term, (a) SpringWorks does not have the ability or otherwise fails, itself or through a Third Party, to

timely make available commercial supply of the SpringWorks Compound in a country in the Commercialization Territory in amounts required to meet either the (i) then-current demand in each such country or (ii) commercial forecasts for such countries [***], or (b) either Party reasonably anticipates that SpringWorks will not have the ability to meet the requirements described in (a) above, then SpringWorks (in the case of (a) above) or the Party anticipating such inability (in the case of (b) above) shall promptly notify the other Party in writing. Without prejudice to any other rights or remedies available to either Party at law, equity or otherwise, following such notification, the JCC shall meet promptly, but in any event within [***] Business Days of such notification, and discuss the development of an operational plan to ensure sufficient supply of the SpringWorks Compound as efficiently and rapidly as is reasonably possible under then-current circumstances (the "**Supply Remediation Plan**"). The initial Supply Remediation Plan shall be [***].

8.3 Without prejudice to Section 8.2, in the event of any shortage or inability to make available commercial supply of the SpringWorks Compound in a country in the Commercialization Territory in the amounts required to meet commercial forecasts [***], or the then-current demand for the SpringWorks Compound in each such country, SpringWorks shall equitably allocate supply to countries and shall not treat such supply in any manner less favorable than SpringWorks treats supply of the SpringWorks Compound for other purposes (with such allocation, following an appropriate ramp-up period, based primarily on historical demand for the SpringWorks Compound in any such countries for which the SpringWorks Compound has been made commercially available as part of the Combination Regimen).

8.4 Each Party (or its Affiliates) shall own and shall be solely responsible for such Party's Compound Trademarks, including (a) registering, prosecuting, and enforcing such Compound Trademarks and (b) investigating and defending any infringement or threatened infringement relating to any such Compound Trademark. Neither Party shall have the right to use any Compound Trademarks of the other Party, and each Party agrees that it and its Affiliates shall not use, register, or attempt to register any Compound Trademark of the other Party or any other mark so resembling any existing Compound Trademark of the other Party as to be likely to cause confusion or deception. In Commercializing its respective Compound as part of any Combination Regimen in the Field, each Party may use the international non-proprietary name of the other Party's Compound for the purposes of labelling, promotional materials and educational materials. Notwithstanding the foregoing, in the event that the [***].

8.5 Each Party will be solely responsible for and pay any Third Party License Payments known as of the Effective Date or arising during the Term, required solely in connection with the Commercialization of such Party's Compound. If, during the Term, a Party determines that it is necessary or desirable to obtain rights under any Third Party's Intellectual Property Rights in order to Commercialize [***], such party may (but shall not be obligated to) [***], nothing herein shall restrict a Party from [***].

9. SAMPLE TESTING.

9.1 GSK shall perform or have performed all Sample Testing and shall own all Samples and Sample Testing Results.

9.2 GSK shall perform Sample Testing (a) of Biomarkers to the Sub-Study as set out in the applicable protocol and, (b) in relation to other Clinical Studies conducted under the Development Plan, as may be agreed between the Parties, acting through the JDC and

subject to Section 6.5, during the Term of this Agreement ("**Biomarker Testing**"). The JDC shall discuss in good faith whether GSK should [***]. GSK shall be responsible for directing and overseeing the conduct of any Biomarker Testing (including as may be agreed by the JDC). If a Party reasonably believes that a Biomarker discovered or developed by SpringWorks may be relevant to a Clinical Study conducted under the Development Plan, then the Parties shall, acting through the JDC and subject to Section 6.5, discuss and agree [***] and [***]. Unless otherwise agreed and set out in the Development Plan, any agreed Biomarker Testing shall be performed at GSK's expense.

9.3 SpringWorks shall identify to GSK at the JDC its preferred vendor(s) for the conduct of bioanalytical testing relating to pharmacokinetic Samples from subjects in any Clinical Study conducted under the Development Plan, as provided in the relevant protocol for such Clinical Study (the "**Bioanalytical Testing**"). GSK shall use reasonable efforts to use such preferred vendor(s) for the Bioanalytical Testing, provided that such vendor(s) are approved in accordance with GSK's internal due diligence processes and acceptable to GSK's procurement and/or third party resourcing functions, as applicable ("**Approved Vendor(s)**"). [***]. Unless otherwise agreed and set out in the Development Plan, the Bioanalytical Testing shall be conducted [***] and GSK shall be responsible for overseeing the conduct of such testing by the Approved Vendor(s). SpringWorks shall: (a) provide the necessary authorization for the Approved Vendor(s) to conduct the Bioanalytical Testing on behalf of GSK and for the delivery of the results of such testing to GSK so that the results may be included in the CSR, and (b) authorize the Approved Vendor(s) to provide GSK with access to the validation report and method for the analysis of the SpringWorks Compound, in the case of both (a) and (b), no later than [***] days following the engagement of such Approved Vendor.

10. PHARMACOVIGILANCE AGREEMENT.

Within [***] days of the Effective Date, the Parties shall review the Pharmacovigilance Agreement and, to the extent necessary, shall update and amend such Pharmacovigilance Agreement to ensure the exchange of relevant safety data within appropriate timeframes and in appropriate format to enable the Parties to fulfil local and international regulatory reporting obligations and to facilitate appropriate safety reviews in relation to the activities to be conducted under this Agreement. In the event of a conflict between this Agreement and the Pharmacovigilance Agreement, the terms of the Pharmacovigilance Agreement shall control in relation to pharmacovigilance issues (including exchange of safety data) only. The Parties may enter into new pharmacovigilance agreements as necessary or desirable for each GSK BCMA Product.

11. CLINICAL QUALITY AGREEMENT.

Within [***] days of the Effective Date, the Parties shall review the Clinical Quality Agreement and, to the extent necessary, shall update and amend such Clinical Quality Agreement to cover activities to be conducted under this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Clinical Quality Agreement, the terms of the Clinical Quality Agreement shall govern in respect of technical quality issues only.

12. SUPPLY AND USE OF THE SPRINGWORKS COMPOUND.

12.1 SpringWorks agrees to Manufacture and supply the SpringWorks Compound for purposes of the activities under the Development Plan as set forth in this Article 12. SpringWorks is

responsible for obtaining all approvals (including facility licenses) that are required by the applicable Regulatory Authority to Manufacture the SpringWorks Compound in accordance with Applicable Law.

12.2 SpringWorks shall establish or maintain, as applicable, a primary source of Manufacturing capacity, and a back-up source of Manufacturing with capacity to supply the total anticipated requirements of the SpringWorks Compound for Development and agreed commercial forecasts. As of the Effective Date, the Parties acknowledge that such back-up source is presently intended to be the party(ies) specified in Schedule 12.2. SpringWorks shall not change its primary source or the foregoing back-up source of Manufacturing the SpringWorks Compound during the Term without advance notification to GSK and shall take into account any good faith concerns raised by GSK with respect to any such alternative supplier.

12.3 SpringWorks shall supply, or cause to be supplied, at its sole cost and expense, cGMP-grade quantities of SpringWorks Compound for use in the activities to be conducted by GSK under the Development Plan (including the Sub-Study), in the quantities and on the timelines set forth on Appendix A (in relation to the Sub-Study) or as otherwise established by the JDC, and in accordance with the terms of this Article 12. In the event that GSK determines that the quantities of the SpringWorks Compound set forth on Appendix A (in relation to the Sub-Study) or otherwise in the forecast established by the JDC are not sufficient to complete the activities to be conducted by GSK under the Development Plan, GSK shall notify SpringWorks, and the Parties shall agree in good faith on, such additional quantities of SpringWorks Compound to be provided to GSK to complete the activities to be conducted by GSK under the Development Plan and the schedule on which such additional quantities shall be provided. SpringWorks shall use Commercially Reasonable Efforts to supply, at its sole cost and expense, such agreed-upon quantities of SpringWorks Compound. Each Party shall notify the other Party promptly, and the JDC shall discuss, in the event of any Manufacturing or supply issues, including any delay in supply of its Compound, that is reasonably likely to adversely affect the conduct or timelines of the activities under the Development Plan. SpringWorks shall, within [***] days of the Effective Date, provide to GSK the name and contact details of a person responsible for assisting with coordinating, and facilitating the resolution of any issues or concerns arising in connection with the supply of the SpringWorks Compound under this Agreement. SpringWorks shall ensure that all activities conducted by SpringWorks, its Affiliates and its permitted (sub)contractors and Sublicensees under this Article 12 are conducted in compliance with cGMP, GCP and other Applicable Law and the Clinical Quality Agreement and applicable safety and environmental protocols.

12.4 Without limiting its other obligations hereunder and without prejudice to Section 8.2, in the event of a shortage of the SpringWorks Compound such that SpringWorks reasonably believes that it will not be able to fulfil its supply obligations hereunder with respect to the SpringWorks Compound for use in the activities to be conducted under the Development Plan, SpringWorks will provide prompt written notice to GSK thereof (including the reason for the shortage and the quantity of the SpringWorks Compound that SpringWorks reasonably determines it will be able to supply) and, upon request, the JDC will promptly discuss such situation in good faith.

12.5 Each Party shall be responsible for Manufacturing, at its own cost, commercial supply of its Compound for the Commercialization Territory following Regulatory Approval in such Commercialization Territory. SpringWorks shall supply the forecasted amounts of commercial supply of the SpringWorks Compound as agreed by the JCC; provided that if

the quantities of the SpringWorks Compound set forth in the forecasts established by the JCC are not sufficient to meet commercial demand in any part of the Commercialization Territory, the Parties, through the JCC, shall discuss and agree upon the allocation of additional quantities of SpringWorks Compound to meet such excess demand and the schedule on which such additional quantities shall be provided. SpringWorks shall use Commercially Reasonable Efforts to supply, at its sole cost and expense, such agreed-upon quantities of SpringWorks Compound to meet such excess demand.

12.6 **Minimum Shelf Life Requirements**. SpringWorks shall supply the SpringWorks Compound for use in the activities to be conducted by GSK under the Development Plan with an adequate remaining shelf life at the time of Delivery to meet the requirements under the Development Plan.

12.7 **Delivery of Compounds**.

(a) SpringWorks will deliver, at its sole cost, the SpringWorks Compound for use in the activities to be conducted by GSK under the Development Plan [***] (INCOTERMS 2020) to GSK's, or its designee's location as specified by GSK ("**Delivery**" with respect to such SpringWorks Compound). Title and risk of loss for the SpringWorks Compound shall transfer from SpringWorks to GSK at Delivery. All costs associated with the subsequent transportation, warehousing and distribution to Clinical Study sites of SpringWorks Compound after Delivery takes place shall be borne by GSK. For the avoidance of doubt, if prior to Delivery the SpringWorks Compound for any reason or in any way becomes lost, damaged, destroyed or becomes unable to comply with applicable Specifications, SpringWorks shall be obligated to replace the same at its sole cost and shall use Commercially Reasonable Efforts to do so as soon as practicable in order to cause the least disturbance to the conduct and timelines of the activities under the Development Plan.

(b) GSK is solely responsible, at its sole cost, for supplying (including all Manufacturing, acceptance and release testing) the GSK BCMA Products for the activities under the Development Plan, and the subsequent handling, storage, transportation, warehousing and subsequent distribution of the GSK BCMA Products supplied hereunder.

12.8 **Labelling and Packaging; Use of SpringWorks Compound**. The Parties' obligations with respect to the labelling and packaging of the GSK BCMA Products and the SpringWorks Compound are as set forth in the Clinical Quality Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, unless otherwise agreed between the Parties, SpringWorks shall supply the SpringWorks Compound for use in the activities to be conducted by GSK under the Development Plan to GSK in the form of unlabelled, [***], and GSK shall be responsible for labelling and packaging such bottles for use in the activities under the Development Plan.

12.9 **Product Specifications.** A certificate of analysis, and such other documentation as may be agreed to by the Parties and set forth in the Clinical Quality Agreement, shall accompany each shipment of the SpringWorks Compound to GSK in accordance with the terms of the Clinical Quality Agreement. SpringWorks shall be responsible for any failure of the SpringWorks Compound to meet the Specifications and shall replace any such SpringWorks Compound free of charge; provided that, to the extent that such failure is caused by GSK's negligence or intentional misconduct in the shipping, storage or handling

conditions after Delivery to GSK hereunder, GSK shall pay the actual cost of such replacement SpringWorks Compound without mark-up. For the purposes of the foregoing, "actual cost" will be determined in accordance with SpringWorks' accounting standards used at the time such payment is made.

12.10 **Changes to Manufacturing.** Subject to Section 12.2, each Party may make changes from time to time to its Compound or the Manufacturing Site in accordance with the Clinical Quality Agreement; provided that the intended changes would not require a submission, amendment or variation to any IND in respect of the activities under the Development Plan, and provided further that the Party making such change provides the other Party with prior written notice of the intended changes, including any product and formulation changes and associated impact assessment that may influence the clinical supply strategy and management. In the case of proposed changes to the Compound or the Manufacturing Site which would require a submission, amendment or variation to any IND in respect of the activities under the Development Plan, the Party proposing such change shall provide prior written notice to the other Party of such intended changes, providing reasonable detail, and the Party receiving such notice shall consider such request in good faith.

12.11 **Product Testing; Noncompliance.** After Manufacturer's Release of the SpringWorks Compound but prior to shipment to GSK, SpringWorks shall provide GSK with such certificates and documentation as described in the Clinical Quality Agreement. GSK shall, within the time defined in the Clinical Quality Agreement, perform (a) with respect to the SpringWorks Compound, the acceptance (including testing) procedures allocated to it under the Clinical Quality Agreement, and (b) with respect to the GSK BCMA Product, the testing and release procedures allocated to it under the Clinical Quality Agreement.

12.12 **Non-Conformance.**

(a) In the event that either Party becomes aware that any Compounds may have a Non-Conformance, despite any testing and quality assurance activities (including any activities conducted by the Parties under Section 12.11 (After Manufacturer's Release)), such Party shall immediately notify the other Party in accordance with the procedures of the Clinical Quality Agreement. The Parties shall investigate any Non-Conformance in accordance with Section 12.14 (Investigations) and any discrepancy between them shall be resolved in accordance with Section 12.13 (Resolution of Discrepancies).

(b) In the event any proposed or actual shipment of the SpringWorks Compound (or portion thereof) is agreed to have a Non-Conformance at the time of Delivery to GSK, then unless otherwise agreed to by the Parties, SpringWorks shall replace such SpringWorks Compound as is found to have a Non-Conformance. Unless otherwise agreed to by the Parties in writing, the sole and exclusive remedies of GSK with respect to any SpringWorks Compound that is found to have a Non-Conformance at the time of Delivery shall be (i) replacement of such SpringWorks Compound as set forth in this Section 12.12(b), and (ii) indemnification under Article 22 (to the extent applicable) and (iii) termination of this Agreement pursuant to Section 24.2 (to the extent applicable, but subject to the applicable cure periods set forth therein), provided that, for clarity, GSK shall not be deemed to be waiving any of its rights to recall Compounds in accordance with the Clinical Quality Agreement. In the event that SpringWorks Compound is lost or damaged by GSK after Delivery, SpringWorks shall use Commercially Reasonable Efforts to provide additional SpringWorks Compound to GSK; provided that GSK shall

reimburse SpringWorks for the actual cost of such replaced SpringWorks Compound without mark-up.

(c) GSK shall be responsible for, and SpringWorks shall have no obligations or liability with respect to, any GSK BCMA Product that is found to have a Non-Conformance.

12.13 **Resolution of Discrepancies**. If SpringWorks disagrees with any determination of Non-Conformance by GSK, such dispute shall be escalated to SpringWorks' Head of CMC and GSK's Director of Quality External Supply, North America, or such other persons as they may designate in writing. If such quality representatives cannot reach a resolution to the discrepancy, they shall escalate it to the head of quality of each Party for resolution. If each Party's head of quality cannot reach a resolution, the dispute resolution procedure set out at Article 30 shall apply.

12.14 **Investigations**. The process for investigations of any Non-Conformance shall be handled in accordance with the provisions set forth in the Clinical Quality Agreement.

12.15 **Regulatory Responsibility**. The responsibilities of the Parties with respect to communication and filings with Regulatory Authorities related to the Compounds supplied hereunder in connection with the activities under the Development Plan will be as set forth in this Agreement, the Pharmacovigilance Agreement and the Clinical Quality Agreement entered into by the Parties or their Affiliates in connection herewith.

12.16 **Records; Audit and Inspection Rights**. SpringWorks will keep complete and accurate records pertaining to the Manufacture, use and disposition, as applicable, of the SpringWorks Compounds under this Agreement. Any records relating to the quality of the SpringWorks Compounds shall be kept in accordance with the terms of the Clinical Quality Agreement. Without limiting the rights of audit included within the Clinical Quality Agreement, upon the reasonable request of GSK, SpringWorks will make such records open to review by GSK for the purpose of conducting investigations for the determination of SpringWorks Compound safety and/or efficacy and compliance with this Agreement with respect to the SpringWorks Compound or as required by Applicable Laws; provided that (to the extent permitted by Applicable Laws) GSK provides written notice setting out the reason for the audit no less than [***] days in advance and any such review or audit is performed during business hours on a Business Day in the country where the audit takes place and with minimum disruption to the day-to-day activities of SpringWorks.

12.17 **Quality Control.** SpringWorks shall implement and perform operating procedures and controls for sampling, stability and other testing of the SpringWorks Compound, and for validation, documentation and release of the SpringWorks Compound and such other quality assurance and quality control procedures as are required by the Specifications, cGMPs and the Clinical Quality Agreement.

12.18 **Recalls**. Recalls of the Compounds shall be governed by the terms of the Clinical Quality Agreement.

12.19 Either Party may suspend the supply of its Compound under this Agreement (in whole or in part on a country-by-country basis) immediately in the event that any Regulatory Authority takes any action, or raises any objection, that prevents such Party from supplying its Compound for purposes of this Agreement, provided that such Party provides written notice of such suspension at least [***] Business Days in advance to the other Party unless

circumstances necessitate a shorter time period, and in any event not less than a reasonable time in advance under the circumstances. To the extent reasonably practicable, the Parties shall discuss such proposed suspension and any steps to mitigate the consequences of such suspension.

13. FINANCIAL PROVISIONS

13.1 In partial consideration of the rights granted to GSK under this Agreement, pursuant to and in accordance with the terms of a separate Stock Purchase Agreement entered into by SpringWorks and an Affiliate of GSK concurrently herewith, an Affiliate of GSK will purchase from SpringWorks shares of common stock of SpringWorks for an aggregate purchase price of Seventy-Five Million Dollars ($75,000,000).

13.2 GSK shall make the non-refundable, non-creditable payments ("**Milestone Payments**") to SpringWorks set forth below in accordance with Section 13.4 solely upon the occurrence of the corresponding milestone event set forth below (each, a "**Milestone Event**"):

	Milestone Event	$
1.	[***] in [***]	[***]
2.	[***] in [***]	[***]
3.	[***] in [***]	[***]
4.	[***] in [***]	[***]
5	[***] in [***]	[***]
6	[***] in [***]	[***]
7.	[***] in [***]	[***]
	Total Milestones	Up to $550,000,000

13.3 Each Milestone Payment shall be payable one time only, regardless of how many times the Milestone Event is achieved and regardless of how many Combination Regimens are Developed hereunder.

13.4 GSK shall notify SpringWorks in writing promptly, but in no event later than [***] Business Days after becoming aware of the occurrence of such Milestone Event. GSK shall pay all such Milestone Payments due in U.S. dollars on or prior to the [***] day of the calendar month immediately following the [***] day after GSK's receipt of an invoice from SpringWorks following the achievement of the Milestone Event.

13.5 To the extent an invoice is required to be submitted to GSK hereunder, such invoice shall include the information set forth in Schedule 13.5.

13.6 SpringWorks will be responsible for all Taxes imposed on SpringWorks' net income, or on net income allocated to SpringWorks under Applicable Law. GSK will make all payments to SpringWorks under this Agreement without deduction or withholding for Taxes except to the extent that any such deduction or withholding is required by Applicable Law in effect at the time of payment.

13.7 Any Tax required to be withheld on amounts payable under this Agreement will promptly be paid by GSK on behalf of SpringWorks to the appropriate governmental authority, and GSK will furnish SpringWorks with proof of payment of such Tax. Except as provided in Section 13.10, any such Tax, to the extent withheld and paid to the appropriate

governmental authority, (a) shall be treated for all purposes of this Agreement as having been paid to SpringWorks, and (b) will be an expense of and borne by SpringWorks.

13.8 SpringWorks warrants that SpringWorks is resident for tax purposes in the United States of America and that SpringWorks is entitled to relief from United Kingdom income tax under the terms of the double tax agreement between the United Kingdom and the United States of America. SpringWorks shall notify GSK immediately in writing if SpringWorks ceases to be entitled to such relief.

13.9 Pending receipt of formal certification from the UK Tax Authority, GSK may pay milestones under this Agreement to SpringWorks by deducting Tax at a rate specified in the double tax treaty between the United Kingdom and the United States of America. SpringWorks agrees to indemnify and hold harmless GSK against any loss, damage, expense or liability arising in any way from a breach of the warranty set forth in Section 13.8 or any future claim by a UK Tax Authority or other similar body alleging that GSK was not entitled to deduct withholding Tax on such payments at source at the treaty rate.

13.10 Notwithstanding anything to the contrary in this Agreement, in the event that a Party redomiciles or assigns its rights or obligations in accordance with Section 28 (each, a "**Tax Action**"), and as a result of such Tax Action the amount of Tax required to be withheld under Section 13.6 in respect of a payment to another Party is greater than the amount of such Tax that would have been required to be withheld or paid absent such Tax Action, then any such amount payable shall be increased to take into account such withholding Taxes as may be necessary so that, after making all required withholdings (including withholdings on the additional amounts payable), the Party receiving such payment receives an amount equal to the sum it would have received had no such increased withholding been made. The obligation to pay additional amounts pursuant to the preceding sentence shall not apply to the extent such increased withholding Tax (i) would not have been imposed but for a Tax Action taken by the Party eligible to receive additional amounts pursuant to the preceding sentence, or (ii) are attributable to the failure by the Party receiving a payment to comply with the requirements of Section 13.11. For purposes of this Section 13.10, a "redomiciliation" shall include a reincorporation or other action resulting in a change in tax residence of the applicable Party or its assignee.

13.11 The Parties will cooperate with respect to all documentation required by any applicable Tax Authority or reasonably requested by either Party to secure a reduction in the rate of applicable withholding Taxes.

13.12 Nothing contained in this Agreement shall be deemed or construed by the Parties or any of their Affiliates, or any third person to treat the relationship between the Parties contemplated by this Agreement as a partnership, joint venture or other business entity under Treasury Regulations Section 301.7701-1(a)(2) (or any corresponding provision under state, local or non-U.S. tax Applicable Law) (an "**Entity**"). Without the prior written consent of the Parties (such consent not to be unreasonably withheld, delayed or conditioned), no Party (or successor or assignee) shall, for Tax purposes, report the relationships established by this Agreement as an Entity, including either (a) making any disclosure that the relationships established by this Agreement may give rise to an Entity (whether on a U.S. Internal Revenue Service Form 8275 or otherwise) or (b) withholding any amounts from payments made to the other Party pursuant to Section 1446 of the Code (or any corresponding provision under state, local or non-U.S. tax Applicable Law), unless required by a tax authority on audit or other examination.

13.13 Each Party shall cooperate in good faith if requested by the other Party to establish or facilitate an optimal inter-Party financial operational structure (including, if necessary, procedures and agreements among the various Affiliates of the Parties) which is consistent with the economic result contemplated herein, consistent to the extent feasible with each Party's internal structures and procedures, and not adverse to the Parties financial, economic, or tax positions.

13.14 GSK shall use commercially reasonable efforts to provide information in GSK's or its Affiliate's possession, which is reasonably requested by SpringWorks in order to determine or prove eligibility for the Foreign Derived Intangible Income deduction pursuant to Section 250 of the Internal Revenue Code of 1986 or any future deduction or credit that is substantially similar to such deduction or which provides for a similar information or proof requirement.

13.15 **VAT**.

(a) It is understood and agreed between the Parties that any payments made and any other consideration given under this Agreement are each exclusive of VAT, which shall be added thereon as applicable and at the relevant rate. Subject to Section 13.15(b) where VAT is properly charged by the supplying Party and added to a payment made or other consideration provided (as applicable) under this Agreement, the Party making the payment or providing the other consideration (as applicable) will pay the amount of VAT properly chargeable only on receipt of a valid tax invoice from the supplying Party issued in accordance with Applicable Law of the country in which the VAT is chargeable. Each Party agrees that it shall provide to the other Party any information and copies of any documents within its control to the extent reasonably requested by the other Party for the purposes of (i) determining the amount of VAT chargeable on any supply made under this Agreement, (ii) establishing the place of supply for VAT purposes, or (iii) complying with its VAT reporting or accounting obligations.

(b) Where one Party or its Affiliate (the "**First Party**") is treated as making supply of goods or services in a particular jurisdiction (for VAT purposes) for non-cash consideration, and the other Party or its Affiliate (the "**Second Party**") is treated as receiving such supply in the same jurisdiction, thus resulting in an amount of VAT being properly chargeable on such supply, the Second Party shall only be obliged to pay to the First Party the amount of VAT properly chargeable on such supply (and no other amount). The Second Party shall pay such VAT to the First Party on receipt of a valid VAT invoice from the First Party (issued in accordance with Applicable Law of the jurisdiction in which the VAT is properly chargeable). The Parties agree to (i) use their reasonable endeavours to determine and agree the value of the supply that has been made and, as a result, the corresponding amount of VAT that is properly chargeable, and (ii) provide to each other any information or copies of documents in their control as are reasonably necessary to evidence that such supply will take, or has taken, place in the same jurisdiction (for VAT purposes).

13.16 All payments under this Agreement shall be paid in U.S. dollars by wire transfer to an account designated by the receiving Party (which account the receiving Party may update from time to time in writing).

14. CONFIDENTIALITY.

14.1 GSK and SpringWorks each agree to hold in confidence any Confidential Information of the other Party, and neither Party shall use Confidential Information of the other Party except to fulfil such Party's obligations or to exercise its rights under this Agreement. For the avoidance of doubt, for the purposes of this Agreement, regardless of which Party discloses such Confidential Information to the other (a) all GSK IPR, GSK Regulatory Documentation and Study Regulatory Documentation shall be Confidential Information of GSK, and SpringWorks shall be deemed the receiving Party; (b) all SpringWorks IPR and SpringWorks Regulatory Documentation shall be Confidential Information of SpringWorks, and GSK shall be deemed the receiving Party; and (c) Clinical Data (including Licensed Clinical Data) shall be the Confidential Information of GSK and SpringWorks shall be deemed the receiving Party. Confidential Information shall not be disclosed by the receiving Party except as permitted by the terms of this Agreement or if required to be filed with or disclosed to a Regulatory Authority or included in a label or package insert for the receiving Party's Compound. Notwithstanding the foregoing, (i) Jointly Owned Study Inventions that constitute Confidential Information shall constitute the Confidential Information of both Parties and (ii) Study Inventions that constitute Confidential Information and that are solely owned by one Party shall constitute the Confidential Information of that Party, and in each case of (i) and (ii), each Party shall have the right to use and disclose such Confidential Information consistent with this Article 14 and Articles 17 and 18.

14.2 Neither Party shall, without the prior written permission of the other Party, nor shall permit any of its employees, consultants, agents, permitted Sublicensees and (sub)contractors ("**Representatives**") to, disclose any Confidential Information of the other Party to any Third Party except to the extent disclosure is (a) required by Applicable Law, to prosecute or defend litigation or to comply with the rules or regulations of any securities exchange, including with respect to a securities offering; (b) required in order to fulfil the receiving Party's obligations under this Agreement or exercise the receiving Party's rights to use and disclose such Confidential Information as expressly provided for in this Agreement and solely on a need-to-know basis; (c) necessary for the conduct of the activities under the Development Plan and solely on a need-to-know basis; (d) to any bona fide potential or actual investor, stockholder, investment banker, lender, acquirer, merger partner or other actual financial partner and their representatives and advisors (including attorneys and accountants) on a need-to-know basis; or (e) necessary for filing or prosecuting Joint Patent Applications and/or Joint Patents as permitted pursuant to Article 17; provided that, in the event of (a) above, the disclosing Party shall provide reasonable advance notice to the other Party before making such disclosure (to the extent permitted by Applicable Law) and will endeavour in good faith to secure confidential treatment of such Confidential Information and/or reasonably assist the Party that owns such Confidential Information in seeking a protective order or other confidential treatment, and in the event of each of (b), (c) and (d) above, any Representative or Third Party to whom such Confidential Information is disclosed is bound by obligations of confidentiality and non-use at least as stringent as those set forth in this Agreement and the receiving Party remains liable for the compliance of such parties with such obligations.

14.3 Each receiving Party acknowledges that in connection with its and its Representatives' or any Third Party's examination of the Confidential Information of the disclosing Party, the receiving Party and its Representatives and relevant Third Parties may have access to material, non-public information, and that the receiving Party is aware, and will advise its Representatives and Third Parties who are informed as to the matters that are the subject

of this Agreement, that securities laws may impose restrictions on the dissemination of such information and trading in securities when in possession of such information.

14.4 Notwithstanding any other provision of this Agreement, a Party may, without the other Party's consent, disclose Confidential Information to Affiliates, permitted Sublicensees, contractors, IRBs, CROs, academic institutions, consultants, agents, and employees and contractors engaged by study sites and clinical trial investigators performing the activities under the Development Plan, the data safety monitoring and advisory board relating to any Clinical Study, and Regulatory Authorities or other health authorities, in each case solely to the extent necessary for the performance of the activities under the Development Plan and provided such persons (other than governmental entities) are bound by an obligation of confidentiality and non-use at least as stringent as the obligations contained herein.

14.5 When transferring Confidential Information, all communications between GSK and SpringWorks will use encryption methods agreed to by the Parties. Upon discovering any suspected or actual unauthorized disclosure, loss or theft of Confidential Information (a "**Data Security Breach**"), SpringWorks will send an e-mail to [***] notifying GSK, and upon discovering any suspected or actual Data Security Breach, GSK will send an e-mail to [***], notifying SpringWorks. The Parties shall work with each other in good faith to identify a root cause and remediate the Data Security Breach.

14.6 Each Party shall: (a) use strong encryption controls to protect all Confidential Information from unauthorized disclosure, access or alteration in transit into or out of such Party's control over third-party networks; (b) maintain control processes in line with industry best practice to detect, prevent, and recover from malware, viruses and spyware, including updating antivirus, anti-malware and anti-spyware software at regular intervals; and (c) maintain access management policies, procedures, and technical controls in line with industry best practice to ensure all access to the other Party's Confidential Information in its control is appropriately authorized.

15. DATA PROTECTION.

15.1 **Disclosing Party Obligations**. To the extent a Party (the "**Disclosing Party**") discloses, transfers or otherwise makes available any Personal Data to the other Party (the "**Receiving Party**") in connection with this Agreement, the Disclosing Party:

(a) shall, notwithstanding any other provision of this Agreement: (i) ensure, to the extent practicable, that the Personal Data cannot be used by the Receiving Party to identify a Data Subject and (ii) not provide the Receiving Party with any additional information (if any), including any key codes or any other mechanism or data, that may enable the Receiving Party to attribute the Personal Data to any identifiable Data Subjects;

(b) represents and warrants that it has, to the best of its knowledge, complied with all applicable Data Protection Laws from time to time relating to the processing of the Personal Data; and

(c) in the event that the Receiving Party receives a request from a Regulatory Authority in relation to any Personal Data transferred to the Receiving Party by the Disclosing Party, agrees to provide reasonable assistance to the Receiving Party to enable it to respond to the Regulatory Authority's request which may involve contacting any clinical sites, investigators or other subcontractors of the Disclosing Party and

providing additional information, with any and all reasonable costs incurred by the Disclosing Party arising from such support to be borne by the Receiving Party.

15.2 **Independent Data Controllers**. To the extent applicable, the Receiving Party and the Disclosing Party agree that (to the extent that any Personal Data is disclosed to the Receiving Party), for the purposes of Data Protection Law, each of the Receiving Party and the Disclosing Party is an independent data controller.

15.3 **Fair Processing Notices**. The Disclosing Party represents and warrants that (to the extent that any Personal Data is disclosed to the Receiving Party): (i) it has the authority to provide the Personal Data to the Receiving Party; and (ii) it has taken, and shall take, all steps necessary, including providing all required fair processing notices to Data Subjects and, if necessary, obtaining any consent required from Data Subjects, to ensure that the provision of Personal Data to, and Processing by, the Receiving Party as envisaged under, and for the purposes specified in, the Agreement is in accordance with the European Data Protection Laws where applicable. The Receiving Party further agrees that the Disclosing Party (to the extent that any Personal Data is disclosed to the Receiving Party) may delay the disclosure of specific Personal Data to the Receiving Party until the Disclosing Party has provided such additional fair processing information to Data Subjects in relation to the Receiving Party's processing of such Personal Data or taken such other actions as the Disclosing Party reasonably believes to be required by Data Protection Law to enable the Disclosing Party to comply with its obligations thereunder. If a Party reasonably believes that additional fair processing information or actions are required to ensure either Party's compliance with Data Protection Law from time to time, such Party shall notify the other Party and the Parties shall discuss in good faith what action, if any, is required to be taken; provided, that the Receiving Party agrees that, as between the Parties, the Disclosing Party shall have the sole right (but not the obligation) to communicate or procure the communication of fair processing information (including updating such fair processing information) to Data Subjects, in a manner and form to be reasonably determined by the Disclosing Party in accordance with Data Protection Law, with any and all reasonable costs incurred by the Disclosing Party arising from such support to be borne by the Receiving Party.

15.4 **Personal Data Transfers**. Other than to countries approved, from time to time, as having equivalent protection for Personal Data as under European Data Protection Laws by the European Commission or, as applicable, the UK government, to the extent that any Personal Data is disclosed to the Receiving Party, the Receiving Party shall not process such Personal Data outside the EEA or the UK unless the Receiving Party complies with the data importer's obligations set out in the Standard Contractual Clauses which are hereby incorporated into and form part of this Agreement (and if applicable, for the purposes of Annex I.A of the Standard Contractual Clauses, the Disclosing Party is a data controller and the Receiving Party is a data controller, and the name, address, contact person's details and relevant activities for each of them is as set out in this Agreement, and for the purposes of Annex B/ I.B of such Standard Contractual Clauses, the Data Subjects, purpose of transfer, categories of data, recipients and categories of sensitive personal data shall be as set out in Sections 15.5 to 15.10 below).

15.5 **Nature and Purpose of Sharing**. To the extent that any Personal Data is disclosed to the Receiving Party on a controller to controller basis, such disclosure is solely for the purpose of carrying out activities under the Development Plan in accordance with the terms of this Agreement and Applicable Laws, including the Manufacture of each Compound, and obtaining Regulatory Approval of the Combination Regimens in the Field. The sharing of

the Personal Data is necessary for the purpose of the legitimate interests pursued by the Parties in Developing the Combination Regimens in the Field as contemplated by this Agreement.

15.6 **Categories of Recipients**. The Personal Data may only be onward transferred by the Receiving Party as permitted by and on the terms of this Agreement.

15.7 **Duration of Sharing**. As set out in this Agreement. The transfer is a continuous transfer.

15.8 **Types of Personal Data Shared**. The Personal Data may include:

(a) identification information, such as name, address, contact information and qualifications, relating to each Party's personnel and those working on such Party's behalf in connection with the Development of the Combination Regimens by the Parties in connection with this Agreement;

(b) patient identifiers, date of birth, age, relating to each subject participating in any Clinical Studies under the Development Plan; and

(c) identification information, such as name, address, contact information and qualifications on healthcare professionals and investigators involved in any Clinical Studies under the Development Plan.

15.9 **Special Category Personal Data Shared**. The Personal Data will include special categories of Personal Data, including medical records, ethnic or racial background, test results, results of physical examinations, samples, adverse effects and any other health information.

15.10 **Categories of Data Subjects**. The Personal Data will relate to Data Subjects including: (i) each Party's personnel and those working on such Party's behalf in connection with the Development of the Combination Regimens; (ii) healthcare professionals and investigators involved in any Clinical Studies under the Development Plan; (iii) study subjects and patients; and (iv) end users of the Compounds.

15.11 **Data Minimization**. Each Party acknowledges that each Party is under an obligation to ensure that the Personal Data they process and which the Disclosing Party discloses is limited to only that which is necessary for the purposes of the processing, therefore the Disclosing Party shall (to the extent that any Personal Data is disclosed to the Receiving Party), notwithstanding any other provision of this Agreement, transfer only that Personal Data which is required to facilitate the performance of this Agreement. If the Receiving Party reasonably believes that additional Personal Data is required to be disclosed to enable the performance of this Agreement, the Receiving Party shall notify the Disclosing Party and the Parties shall discuss in good faith whether such additional Personal Data will be disclosed by the Disclosing Party, taking into account the Disclosing Party's obligations under applicable European Data Protection Laws, the potential for the provision of anonymized data in place of the requested Personal Data, and any actions which are required to be taken by either Party in connection with such requested disclosure.

15.12 **Receiving Party Obligations**. The Receiving Party shall, and shall cause its officers, employees, agents, attorneys, consultants, advisors and other representatives to:

(a) process any Personal Data in accordance with Data Protection Law and solely for the purposes disclosed and purposes compatible under applicable Data Protection

Law with the purposes disclosed to the relevant Data Subjects from time to time or as otherwise permitted by applicable Data Protection Law;

(b) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as set forth in Section 14.6, taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing and promptly notify the Disclosing Party if any Personal Data is subject to any unauthorized or unlawful access, loss, destruction or damage; and

(c) not further disclose the Personal Data to any Third Party (including, for clarity, any subcontractors) in a manner incompatible with the fair processing notice provided to the relevant Data Subjects (and to the extent such notice is made available to the Receiving Party by the Disclosing Party).

15.13 **Data Subject Requests**. In the event that either Party directly receives a request from a Data Subject for the rectification or erasure of such Personal Data (or any other request regarding Data Subjects exercising rights under any applicable European Data Protection Law) (a "**Data Subject Request**"), the Party receiving the request shall where appropriate pass on the details of the request to the other Party and each Party shall provide the other any reasonable assistance as is required for the purposes of responding to the Data Subject Request in accordance with any applicable European Data Protection Law, which may involve contacting clinical sites, investigators or other subcontractors of the disclosing Party and providing additional information.

15.14 **CCPA**. To the extent that the CCPA is applicable to either Party: (i) such Party agrees to comply with all of its obligations under the CCPA; and (ii) in relation to any communication of "personal information" (as defined by the CCPA) from one Party to the other Party pursuant to this Agreement, the Parties agree that no monetary or other valuable consideration is being provided for such personal information and therefore neither Party is "selling" (as defined by the CCPA) personal information to the other Party.

16. CLINICAL DATA OWNERSHIP & USE.

16.1 All Clinical Data generated under this Agreement shall be owned by GSK.

16.2 Consistent with GSK's ownership of all Clinical Data pursuant to Section 16.1, and without limiting the generality of Article 2, GSK shall have the right to use and analyze the Clinical Data for all purposes, including, to use and analyze the Clinical Data in connection with the independent Development, Commercialization or other exploitation of the GSK BCMA Products (individually or in combination with other drugs and/or other pharmaceutical agents, except as set forth in Section 16.3), and/or for inclusion in the safety database for the GSK BCMA Products and the Combination Regimens, which rights shall survive any expiration or termination of this Agreement.

16.3 SpringWorks hereby assigns, and shall cause its Affiliates to so assign, to GSK, without additional compensation, such right, title and interest in and to any Clinical Data as is necessary to fully effect the ownership described in Section 16.1, and agrees to execute all instruments as may be reasonably necessary to effect the same. Subject to Article 14, each Party shall have the right to use the Licensed Clinical Data, both within and outside the scope of the activities conducted under the Development Plan, without accounting to or any other obligation to the other Party; provided, however, that SpringWorks may not use

the Licensed Clinical Data, directly or indirectly, (a) to research, Develop or Commercialize (i) a compound that has the same [***] (each such compound a "**GSK-Related Compound**") or (ii) the SpringWorks Compound as part of any combination with any Third Party compound that is a GSK-Related Compound, or (b) to Promote (including, without limitation, by means of comparator) a BCMA-directed therapy or the SpringWorks Compound as part of any combination with any BCMA-directed therapy (other than a GSK BCMA Product), nor grant any Third Party the right to do the same in relation to (a) or (b). Notwithstanding the foregoing, SpringWorks shall have the right to use or disclose the Licensed Clinical Data (x) in performing its obligations and exercising its rights under this Agreement, (y) as may be necessary to comply with Applicable Laws, including as required to respond to regulatory queries, or with policies and procedures with respect to pharmacovigilance and adverse event reporting; or (z) to share with Third Parties or Affiliates safety data where, due to severity, frequency or lack of reversibility, SpringWorks needs to use such safety data with respect to the SpringWorks Compound or the Combination Regimen to ensure patient safety. For clarity, nothing in this Section 16.3 shall restrict or prevent SpringWorks from directly or indirectly, researching, developing or commercializing a GSK-Related Compound, without the use of the Licensed Clinical Data, and the restrictions set forth in this Section 16.3 will not apply to any Licensed Clinical Data that becomes public other than by a breach of Article 14. For clarity, SpringWorks shall not be entitled to disclose the Licensed Clinical Data to any Third Party, save as provided in Article 14 or this Section 16.3.

17. INTELLECTUAL PROPERTY.

17.1 Save as expressly stated otherwise in this Agreement, all inventions conceived under or in connection with this Agreement shall be owned based on inventorship as determined according to U.S. patent law.

17.2 **Inventions Owned by GSK**. The Parties agree that all rights to (a) GSK Background Intellectual Property and (b) Study Inventions solely relating to (i) the GSK BCMA Products or (ii) any GSK-Related Compound, are in each case the exclusive property of or shall be exclusively controlled by GSK (each such invention described in (b)(i) and (b)(ii) a "**GSK Invention**", and together with the GSK Background Intellectual Property, the "**GSK IPR**"). As between the Parties, GSK shall be entitled to file in its own name relevant patent applications and to own resultant patent rights for all GSK IPR. For the avoidance of doubt, and subject to Article 16, as between the Parties, any Intellectual Property Rights subsisting in the Clinical Data shall be the exclusive property of or shall be exclusively controlled by GSK.

17.3 **Inventions Owned by SpringWorks.** The Parties agree that all rights to (a) SpringWorks Background Intellectual Property and (b) Study Inventions solely relating to (i) the SpringWorks Compound or (ii) any SpringWorks-Related Compound, are in each case the exclusive property of SpringWorks (each such invention described in (i) and (ii) a "**SpringWorks Invention**", and together with the SpringWorks Background Intellectual Property, the "**SpringWorks IPR**"). As between the Parties, SpringWorks shall be entitled to file in its own name relevant patent applications and to own resultant patent rights for all SpringWorks IPR.

17.4 **Joint Ownership and Prosecution.**

(a) Subject to Sections 17.2 and 17.3, all rights to all Study Inventions relating to, or covering (i.e., contains a claim which would be infringed by), [***] (a "**Jointly**

Owned Study Invention") shall be owned jointly by GSK and SpringWorks. [***]. Each Party hereby assigns to the other Party a one-half, undivided interest under its right, title and interest in, to and under Jointly Owned Study Inventions. Subject to Article 14, GSK and SpringWorks shall each be entitled to exploit the Jointly Owned Study Inventions without accounting or financial payment to the other Party and without the consent of the other Party. For the avoidance of doubt, this right does not apply to Licensed Clinical Data which is subject to Section 16.3. For those countries where a specific license is required for a joint owner of a Jointly Owned Study Invention to practice such Jointly Owned Study Invention in such countries, (i) SpringWorks hereby grants to GSK a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license under SpringWorks' right, title and interest in and to all Jointly Owned Study Inventions to use such Jointly Owned Study Inventions subject to and in accordance with the terms and conditions of this Agreement including Article 14, and (ii) GSK hereby grants to SpringWorks a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up license under GSK's right, title and interest in and to all Jointly Owned Study Inventions to use such Jointly Owned Study Inventions in accordance with the terms and conditions of this Agreement including Article 14.

(b) Promptly following the Effective Date, but in any event as soon as practicable after the discovery of a Jointly Owned Study Invention, patent representatives of each of the Parties shall meet (in person or by telephone) to discuss the patenting strategy for such Jointly Owned Study Inventions. In particular, the Parties shall discuss which Party will file a patent application (including any provisional, substitution, divisional, continuation, continuation in part, reissue, renewal, re-examination, extension, supplementary protection certificate and the like) in respect of any Jointly Owned Study Invention (each, a "**Joint Patent Application**"), and in which territories such patent applications will be filed. The Parties shall appoint patent counsel that is mutually acceptable to both Parties with respect to filing, prosecuting, and maintaining Joint Patent Applications and Joint Patents. The Parties shall consult and reasonably cooperate with one another in the preparation, filing, prosecution (including prosecution strategy) and maintenance of such patent application; provided, however, that GSK shall have final say in patenting strategy and prosecution of any Joint Patent Application. Costs of filing, prosecuting, and maintaining Joint Patent Applications and Joint Patents and any associated expenses shall be divided equally by the Parties (50/50). Neither Party will be obligated for costs, or any portion thereof, for filing, prosecuting, and maintaining Joint Patent Applications and Joint Patents in other jurisdictions without prior agreement by the Parties; provided, however, that in the event that a Party does not agree to share equally the costs for filing, prosecuting, and maintaining a Joint Patent Application in a particular jurisdiction, such Party shall not have any rights to (i) enforce any Joint Patent arising from such Joint Patent Application in such jurisdiction or (ii) share in any revenues received by the other Party from the enforcement or license of any such Joint Patent or Joint Patent Application. If one Party (the "**Filing Party**") wishes to file a particular Joint Patent Application for a Jointly Owned Study Invention and the other Party (the "**Non-Filing Party**") does not want to file a particular Joint Patent Application for such Jointly Owned Study Invention or does not want to file in a particular country, then the Non-Filing Party shall assign its undivided half-interest in such Jointly Owned Study Invention to the Filing Party and shall execute in a timely manner and at the Filing Party's reasonable expense a power of attorney and any additional documents (in such country or all countries, as applicable) as may be reasonably necessary to give

effect to the assignment and allow the Filing Party to file and prosecute such Joint Patent Application, and the Non-Filing Party shall cease to have payment obligations or any rights in relation thereto. If a Party (the "**Opting-out Party**") wishes to discontinue the prosecution and maintenance of a Joint Patent Application or Joint Patent (in one or more countries), the other Party, at its sole option (the "**Continuing Party**"), may continue such prosecution and maintenance. In such event, the Opting-out Party shall assign its undivided half-interest in such Joint Patent Application and any Joint Patents issuing therefrom to the Continuing Party, and execute in a timely manner and at the Continuing Party's reasonable expense a power of attorney and any additional documents (in such country or all countries, as applicable) as may be necessary to give effect to the assignment and allow the Continuing Party to prosecute and maintain such Joint Patent Application or Joint Patent, and the Opting-Out Party shall cease to have payment obligations or any rights in relation thereto.

(c) Each Party will promptly notify the other Party of any actual, threatened, alleged or suspected infringement by a Third Party of the GSK IPR, SpringWorks IPR or Joint Patents by reason of the Development or Commercialization of the Combination Regimen. GSK shall have the first right, at its sole expense, to initiate legal action to enforce all Joint Patents against infringement by any Third Party where such infringement results from the Development or Commercialization of either (i) a GSK-Related Compound, but not a SpringWorks-Related Compound or (ii) a Combination Regimen, or to defend any declaratory judgment action relating to the foregoing. If GSK fails to initiate or defend such action within [***] days after being first notified of such infringement, or [***] days before the expiration of any time limit which confers a benefit in connection with such action set forth in an Applicable Law or regulation (including the time limits set forth under the Hatch-Waxman Act (21 U.S.C. § 355)) for filing such action or responding, whichever comes first, then SpringWorks shall have the right to do so solely with respect to the Combination Regimen and not a GSK-Related Compound, at its sole expense; provided that GSK will coordinate with respect to, and keep SpringWorks informed of, such infringement and any settlement thereto or defense of any declaratory judgment action. SpringWorks shall have the first right to initiate legal action to enforce all Joint Patents against infringement by any Third Party where such infringement results from the Development or Commercialization of a SpringWorks-Related Compound, but not a GSK-Related Compound, or to defend any declaratory judgment action relating thereto, at its sole expense. If SpringWorks fails to initiate or defend such action within [***] days after being first notified of such infringement, or [***] days before the expiration of any time limit which confers a benefit in connection with such action set forth in an Applicable Law or regulation (including the time limits set forth under the Hatch-Waxman Act (21 U.S.C. § 355)) for filing such action or responding, whichever comes first, then GSK shall have the right to do so at its sole expense.

(d) If one Party brings any prosecution or enforcement action or proceeding against a Third Party with respect to any Joint Patent, the second Party agrees to be joined as a party plaintiff where necessary and to give the first Party reasonable assistance and authority to file and prosecute the suit. The costs and expenses of the Party bringing suit under this Section 17.4(d) shall be borne by such Party, and any damages or other monetary awards recovered shall be shared as follows: (i) the amount of such recovery actually received by the Party controlling such action shall

be first applied to the out-of-pocket costs of each Party in connection with such action; and then (ii) any remaining proceeds shall be shared by the Parties in proportion based on their relative contributions to the total costs and expenses of the litigation, including any costs and expenses of a Party to enforce any solely owned patents. A settlement or consent judgment or other voluntary final disposition of a suit under this Section 17.4(d) may not be entered into without the consent of the Party not bringing the suit (such consent not to be unreasonably withheld or delayed). Furthermore, the Party not bringing the suit shall not offer the defendant in such suit any license under the Joint Patent(s) without the consent of the Party bringing the suit.

17.5 Each Party hereby assigns, and shall cause its Affiliates to so assign, to the other Party, without additional compensation, such right, title and interest in and to any Study Inventions as is necessary to fully effect the ownership described in Sections 17.2, 17.3, and 17.4, and agrees to execute all instruments as may be reasonably necessary to effect the same.

18. PUBLICATIONS.

18.1 In relation to Clinical Studies conducted under the Development Plan, the Parties, acting through the JDC, shall discuss and agree to a publication strategy that will (a) be consistent with GSK internal policies regarding dissemination of data by GSK as study sponsor, and (b) will include the requirements for publication set forth in Section 18.2. The Parties will comply with the agreed-upon publication strategy with respect to any publications of results of Clinical Studies performed hereunder.

18.2 Subject to Section 18.1, GSK shall have the right at any time during and after the Term to (a) publish the results or summaries of results of all Clinical Studies conducted with respect to any and all Combination Regimens in the Field in any clinical trial register maintained by GSK or its Affiliates and the protocols of such clinical studies on www.clinicaltrials.gov or in each case publish the results, summaries or protocols of such Clinical Studies on such other websites or repositories or at scientific congresses and in peer-reviewed journals within such timescales as required by Applicable Law or GSK's or its Affiliate's internal policies, irrespective of the outcome of such clinical studies; (b) make information from Clinical Studies conducted by or on behalf of GSK with respect to a Combination Regimen in the Field available under its Data Sharing Initiative; and (c) make any other public disclosures of Clinical Data that become required of GSK due to its internal policies and procedures or Applicable Laws.

18.3 Prior to submission by GSK of the results of a Clinical Study for publication or presentation or any other dissemination (each, a "**Publication**") of Clinical Study results including oral dissemination, whether or not in accordance with the agreed publication strategy, GSK shall invite SpringWorks to comment on the content of the material to be published or presented according to the following procedure:

(a) At least [***] days prior to submission for publication of any paper, letter or any other publication, or [***] days prior to submission for presentation of any abstract, poster, talk or any other presentation, GSK shall provide to SpringWorks the full details of the proposed Publication in electronic version. Upon written request from SpringWorks, GSK agrees not to submit data for publication or presentation for an additional [***] days in order to allow for actions to be taken to preserve rights for patent protection.

(b) GSK shall give reasonable consideration to any request by SpringWorks made within the periods mentioned in clause (a) above to modify the Publication.

(c) GSK shall remove all Confidential Information of SpringWorks if requested by SpringWorks before finalizing the Publication.

(d) In the event of a disagreement as to content, timing and/or venue or forum for any Publication, such dispute shall be referred to the medicine development leader from each Party (or their respective designees) to be resolved by way of good faith discussions for a period of [***] days following such referral; provided that, GSK may proceed with the Publication provided that such Publication is consistent with the agreed publication strategy, its internal publication guidelines and customary industry practices for the publication of similar data and does not disclose the Confidential Information of SpringWorks. Authorship of any Publication shall be determined based on the accepted standards used in peer-reviewed academic journals at the time of the proposed Publication.

18.4 SpringWorks shall not publish the results of any Clinical Study conducted under the Development Plan prior to the publication of such Clinical Study results by GSK as set forth above. Thereafter, SpringWorks shall not publish, for any purpose, the results of the Clinical Studies except in accordance with the agreed publication strategy. The rights of SpringWorks set forth in Sections 18.3(a) through 18.3(d) shall apply *mutatis mutandis* to GSK when SpringWorks is the publishing Party in accordance with this Section 18.4.

18.5 The Parties have agreed on the language of SpringWorks' press release regarding the subject matter of this Agreement, which is attached hereto as Appendix B. Except for the foregoing initial press release, if either Party wishes or is required to make any public disclosure regarding the subject matter of this Agreement, it shall first notify the other Party of such planned press release or public announcement and provide a draft for review and comment at least [***] Business Days in advance of issuing such press release or making such public announcement (or, with respect to press releases and public announcements that are required by Applicable Law, or by regulation or rule of any public stock exchange, including with respect to a securities offering, with as much advance notice as possible under the circumstances if it is not possible to provide notice at least [***] Business Days in advance), except for any such disclosure that repeats any information regarding this Agreement, its subject matter or any amendment hereto that has already been publicly disclosed by either Party in accordance with this Section 18.5, provided that such information remains accurate as of such time and provided the frequency and form of such disclosure are reasonable. A Party may notify the disclosing Party of any reasonable objections or suggestions that the non-disclosing Party may have regarding the proposed press release or public announcement, and the disclosing Party shall reasonably consider any such objections or suggestions that are provided in a timely manner.

19. USE OF NAME.

19.1 Except as otherwise provided herein, neither Party shall have any right, express or implied, to use in any manner the name or other designation of the other Party or any other trade name, trademark or logo of the other Party for any purpose in connection with the performance of this Agreement.

20. REPRESENTATIONS AND WARRANTIES; DISCLAIMERS.

20.1 Each of GSK and SpringWorks represents and warrants to the other that it has the power and authority and the legal right to enter into this Agreement and perform its obligations hereunder.

20.2 SpringWorks hereby represents and warrants to GSK that, at the time of Delivery of the SpringWorks Compound for the conduct of activities under the Development Plan, such SpringWorks Compound shall have been Manufactured in compliance with: (a) the Specifications for the SpringWorks Compound; (b) the Clinical Quality Agreement; and (c) all Applicable Law, including cGMP and health, safety and environmental protections.

20.3 Each of GSK and SpringWorks represents and warrants to the other that, to its knowledge as of the Effective Date, the Development of the Combination Regimens in the Field as contemplated hereunder does not and will not infringe upon or misappropriate any Intellectual Property Rights or other rights of any Third Parties.

20.4 Each of GSK and SpringWorks represents and warrants to the other that, to its knowledge as of the Effective Date, the Commercialization of its Compound either alone or as part of the Combination Regimens in the Field does not and will not infringe any issued patent or misappropriate any other Intellectual Property Rights of any Third Parties.

20.5 Each of GSK and SpringWorks represents and warrants to the other as of the Effective Date that, (i) no written claim of infringement of the Intellectual Property Rights of any Third Party has been made or threatened in writing, against such Party or any of its Affiliates with respect to the Development, Manufacture or Commercialization of such Party's Compound, and (ii) there are no other judgments or settlements against or owed by such Party or to which such Party is a party or, to such Party's knowledge, pending litigation or litigation threatened in writing, in each case in relation to such Party's Compound.

20.6 Each Party represents and warrants to the other Party that, to its knowledge, all necessary consents, approvals and authorizations of all Regulatory Authorities and other governmental organizations or other persons required to be obtained by such Party in connection with the performance of its obligations under this Agreement have been obtained or will be obtained prior to such performance.

20.7 Each Party represents and warrants to the other Party that it shall comply with all Applicable Law of the country or other jurisdiction, or any court or agency thereof, applicable to the performance of its activities hereunder (including any activities performed by either Party pursuant to Section 8.2) or any obligation hereunder, including those pertaining to the production and handling of therapeutic drug products, such as those set forth by Regulatory Authorities, as applicable, and the applicable terms of this Agreement in the performance of its obligations hereunder.

20.8 Each Party shall comply with its respective obligations under any agreements entered into by it with a Third Party under which it is licensed any Intellectual Property Rights or Confidential Information relating to a Compound (and not to voluntarily terminate same) to the extent necessary for the other Party to receive the rights and benefits provided to it under this Agreement.

20.9 SpringWorks represents and warrants that, prior to the Effective Date, SpringWorks has provided GSK with an opportunity to review complete and correct copies of the Amended and Restated License Agreement by and among SpringWorks Subsidiary 2, Inc., Pfizer

Inc., Pfizer Products Inc. and SpringWorks Therapeutics, Inc., dated July 31, 2019 (the "**Pfizer Agreement**") (including any amendments thereof), except that portions of such agreement may have been redacted that do not pertain to the SpringWorks Compound or that would not otherwise reasonably impact GSK's ability to Develop the Combination Regimen in the Field or Commercialize GSK BCMA Products as part of the Combination Regimen in the Field. SpringWorks is not aware of any material breach of the Pfizer Agreement that would give Pfizer Inc. or Pfizer Products Inc. or any of their Affiliates the right to terminate the same.

20.10 Each Party hereby represents and warrants that it has not employed or otherwise used in any capacity and will not employ or otherwise use in any capacity, the services of any person that has been Debarred in performing any activities under this Agreement or the Related Agreements and that this warranty may be relied upon in any applications to a Regulatory Authority. It is understood and agreed that this warranty imposes a continuing obligation on each Party to notify the other in writing immediately if any such Debarment occurs or comes to its attention, and each Party shall, with respect to any person so Debarred, promptly remove such person from performing in any capacity related to activities under this Agreement or the Related Agreements.

20.11 GSK DOES NOT UNDERTAKE THAT THE ACTIVITIES UNDER THE DEVELOPMENT PLAN SHALL LEAD TO ANY PARTICULAR RESULT, NOR IS THE SUCCESS OF SUCH ACTIVITIES GUARANTEED. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY USE THAT THE OTHER PARTY MAY MAKE OF THE LICENSED CLINICAL DATA NOR FOR ADVICE OR INFORMATION GIVEN IN CONNECTION THEREWITH.

20.12 EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 20, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, WITH RESPECT TO ITS COMPOUND.

21. ANTI-CORRUPTION

21.1 Each Party agrees that it:

(a) shall comply at all times with Applicable Law;

(b) has not, and covenants that it shall not, in connection with the performance of this Agreement, directly or indirectly make, promise, authorize, ratify or offer to make, or request, receive, or agree to receive or take any act in furtherance of, any payment or transfer of anything of value (i) for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; (ii) for the purpose of improperly assisting it in obtaining or retaining business; or (iii) with the purpose or effect of committing an act of bribery; and

(c) warrants that it has taken reasonable measures to prevent subcontractors, agents or any other Third Parties subject to its control or determining influence from committing any of the acts described in Section 21.1(b), and

for the avoidance of doubt, the activities described above shall include facilitating payments which are unofficial or improper and small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action.

21.2 Except as required by Applicable Law, or in the ordinary course of business, including audits and inspections of a Party's facilities by Regulatory Authorities, each Party shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior written approval of the other Party and, when requested by the other Party, only in the presence of a designated representative of such other Party.

21.3 Each Party shall inform the other Party in writing, if, during the course of this Agreement, it is convicted of or pleads guilty to a criminal offence involving fraud or corruption, becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.

21.4 SpringWorks represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (a) to its knowledge, none of their significant shareholders (>25% shareholding) or senior management have influence over GSK's business; (b) to its knowledge, no significant shareholders (>25% shareholding), members of senior management team, members of the Board of Directors, or key individuals who will be responsible for the provision of goods / services, are currently or have been in the past [***] years a Government Official with actual or perceived influence which could affect GSK business; (c) it is not aware of any immediate relatives (e.g. spouse, parents, children or siblings) of the persons listed in the previous subsection (b) having a public or private role which involves making decisions which could affect GSK business or providing services or products to, or on behalf of GSK; (d) it does not have any other interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; and (e) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement. SpringWorks shall inform GSK in writing at the earliest possible opportunity of any conflict of interest as described in this Section 21.4 that arises during the performance of this Agreement.

21.5 GSK shall have the right [***] during the term of this Agreement to conduct an audit of SpringWorks' books and records related to this Agreement solely as and to the extent reasonably required to monitor compliance with the terms of Article 21, provided that GSK shall be permitted to conduct more frequent audits to the extent GSK reasonably believes that SpringWorks is not complying with the terms of this Article 21 and further provided that such audits shall be conducted during normal business without unreasonable disruption to SpringWorks' business. SpringWorks shall reasonably cooperate with such audit. The audit shall be conducted by an independent professional firm proposed by GSK and acceptable to SpringWorks. Before permitting such firm to have access to SpringWorks' books and records, SpringWorks may require such firm and its personnel involved in such audit to sign a confidentiality agreement (save that such agreement will not prohibit transmission of information to GSK).

21.6 Each Party shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Each Party must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.

21.7 Each Party agrees that in the event that a Party believes that there has been a possible violation of this Article 21, such Party may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its

agencies, and to whomsoever such Party determines in good faith has a legitimate need to know.

21.8 Each Party shall provide anti-bribery and anti-corruption training to all personnel, including any relevant subcontractors, of such Party who act on behalf of the other Party or interact with Government Officials during the course of any services provided to the other Party in connection with this Agreement. Each Party shall provide the other Party the opportunity to evaluate the training to determine whether it abides by the evaluating Party's standards and shall conduct additional training, as requested by the evaluating Party. Each Party, upon request by the other Party, shall certify in writing that the anti-bribery and anti-corruption training has taken place.

21.9 Each Party shall be entitled to terminate this Agreement immediately on written notice to the other Party if such other Party is in breach of this Article 21. The breaching Party shall have no claim against the non-breaching Party for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Section 21.9.

22. INDEMNIFICATION.

22.1 **Indemnification by GSK**. GSK agrees to defend, indemnify and hold harmless SpringWorks, its Affiliates, and its and their employees, directors, subcontractors and agents from and against any loss, damage, reasonable costs and expense (including reasonable legal expenses, including attorneys' fees and expenses) incurred in connection with any claim, proceeding, or action by a Third Party (a "**Liability**") arising out of this Agreement to the extent such Liability (a) is directly caused by (i) the negligence or wilful misconduct on the part of GSK (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); or (ii) a breach on the part of GSK of any of its representations and warranties or any other covenants or obligations of GSK under this Agreement; or (b) is determined to be solely attributable to the GSK BCMA Product.

22.2 **Indemnification by SpringWorks**. SpringWorks agrees to defend, indemnify and hold harmless GSK, its Affiliates, and its and their employees, directors, subcontractors and agents from and against any Liability arising out of this Agreement to the extent such Liability (a) is directly caused by (i) the negligence or wilful misconduct on the part of SpringWorks (or any of its Affiliates, or its and their employees, directors, subcontractors or agents); or (ii) a breach on the part of SpringWorks of any of its representations and warranties or any other covenants or obligations of SpringWorks under this Agreement; or (b) is determined to be solely attributable to the SpringWorks Compound.

22.3 **Procedure**. The obligations of GSK and SpringWorks under this Article 22 are conditioned upon the delivery of written notice to the relevant indemnifying Party of any potential Liability within a reasonable time after the indemnified Party becomes aware of such potential Liability. The indemnifying Party will have the right to assume the defense of any suit or claim related to the Liability if it has assumed responsibility for the suit or claim in writing and the indemnified Party shall provide reasonable assistance to the indemnifying Party, at the indemnifying Party's expense, in the investigation of, preparation for and defense of any such suit or claim. The indemnified Party may participate in (but not control) the defense thereof at its sole cost and expense. The Party controlling such defense shall keep the other Party advised of the status of such action, suit, proceeding or claim and the defense thereof. The Party controlling the defense shall not agree to any settlement of such action, suit, proceeding or claim without the prior written consent of the other Party, which shall not be unreasonably withheld. The controlling

Party, but solely to the extent it is also the indemnifying Party, shall not agree to any settlement of such action, suit, proceeding or claim or consent to any judgment in respect thereof that does not include a complete and unconditional release of the non-controlling Party from all liability with respect thereto or that imposes any liability or obligation on the non-controlling Party without the prior written consent of the non-controlling Party.

22.4 Notwithstanding the provisions of Section 22.3, in the event that the Parties cannot agree as to the application of Sections 22.1 or 22.2 regarding any particular Liability, the Parties may conduct separate defenses of any suit or claim related to such Liability. Each Party further reserves the right to claim indemnity from the other in accordance with Sections 22.1 or 22.2, as applicable, upon resolution of the underlying claim.

23. LIMITATION OF LIABILITY

23.1 OTHER THAN WITH RESPECT TO THE OBLIGATIONS OF EITHER PARTY UNDER ARTICLES 14 (CONFIDENTIALITY) AND 15 (DATA PROTECTION) AND/OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER: IN NO EVENT SHALL EITHER PARTY (OR ANY OF ITS AFFILIATES, SUBLICENSEES OR SUBCONTRACTORS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE OR CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR LOST OPPORTUNITIES), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATING TO (x) THE MANUFACTURE, USE OR SALE OF ANY COMPOUND SUPPLIED HEREUNDER OR (y) ANY BREACH OF OR FAILURE TO PERFORM ANY OF THE PROVISIONS OF THIS AGREEMENT OR ANY REPRESENTATION OR WARRANTY CONTAINED IN OR MADE PURSUANT TO THIS AGREEMENT;. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS AFFILIATES, AND ITS AND THEIR EMPLOYEES, DIRECTORS, SUBCONTRACTORS AND AGENTS, WILFUL MISCONDUCT, GROSS NEGLIGENCE, INTENTIONAL DEFAULT OR ANY LOSSES TO THE EXTENT NOT CAPABLE OF BEING EXCLUDED OR LIMITED BY LAW.

24. TERM AND TERMINATION.

24.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect, unless earlier terminated by either Party pursuant to this Article 24 (the "**Term**").

24.2 Either Party may, subject to the provisions of this Section 24.2, immediately terminate this Agreement if there is an uncured material breach of this Agreement by the other Party. To exercise its termination rights under this Section 24.2, the non-breaching Party shall provide the breaching Party with written notice, which notice will, in each case (i) expressly reference this Section 24.2, (ii) reasonably describe the alleged breach which is the basis of such termination, and (iii) clearly state the non-breaching Party's intent to terminate this Agreement if the alleged breach is not cured within the applicable cure period. If such breaching Party, upon receiving such written notice identifying such material breach in reasonable detail, fails to cure such material breach within (a) [***] days after receipt of written notice thereof from the non-breaching Party with respect to any breach of any payment obligation under this Agreement and (b) [***] days' after receipt of written notice

thereof from the non-breaching Party with respect to any other breach (or if a breach (other than a payment breach) is curable but cannot reasonably be cured within such [***] day period, then within such reasonable period thereafter as is required to cure such breach), then this Agreement shall terminate unless there is a good faith dispute with respect to the existence of a material breach or whether such material breach has been cured, and if such alleged breach or failure to cure is contested in good faith by the alleged breaching Party in writing within [***] days of the delivery of the breach notice, then the dispute resolution procedure pursuant to Section 30.2, may be initiated by either Party to determine whether a material breach or a failure to cure has actually occurred. If either Party so initiates the dispute resolution procedure, then the applicable cure period (and the corresponding termination of this Agreement, in whole or in part), shall be tolled until such time as the dispute is resolved pursuant to Section 30.2.

24.3 Either Party may terminate this Agreement if, at any time, the other Party files in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of such other Party or of such other Party's assets, or if the other Party proposes a written agreement of composition or extension of its debts, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed or stayed within [***] days after the filing thereof, or if the other Party will propose or be a party to any dissolution or liquidation, or if the other Party shall make an assignment for the benefit of its creditors.

24.4 GSK may, upon [***] days' prior written notice to SpringWorks, unilaterally terminate this Agreement without cause, in which event this Agreement shall remain in full force and effect until the effective date of such termination.

24.5 GSK may terminate this Agreement (in whole or in part on a country-by-country basis) immediately (after meeting and discussing with SpringWorks) upon written notice to SpringWorks if GSK determines in good faith, based on a review of the Clinical Data or other available information, that termination is necessary to protect the safety, health or welfare of subjects enrolled in any Clinical Study conducted under the Development Plan due to the existence of a Material Safety Issue. SpringWorks may terminate this Agreement (in whole or in part on a country-by-country basis) immediately (after meeting and discussing with GSK) upon written notice to GSK if SpringWorks determines in good faith, based on a review of the Clinical Data or other available information, that termination is necessary to protect the safety, health or welfare of subjects enrolled in any Clinical Study conducted under the Development Plan due to the existence of a Material Safety Issue with respect to the SpringWorks Compound and as a result of such Material Safety Issue SpringWorks is ceasing all development of the SpringWorks Compound in the Field, including development outside of this Agreement. In the event of a termination due to a Material Safety Issue, prior to provision of notice by the terminating Party, the Parties shall, to the extent practicable, meet and discuss in good faith the safety concerns raised by the terminating Party, but if any dispute arises in such discussion, the dispute resolution processes set forth in Article 30 shall not apply and the terminating Party shall have the right to issue such notice and such termination shall take effect.

24.6 If a Clinical Hold with respect to either the GSK BCMA Product or the SpringWorks Compound arises at any time during the Term, the Parties will meet and discuss the basis for the Clinical Hold, how long the Clinical Hold is expected to last, and how the issue that caused the Clinical Hold might be addressed. If, after [***] days of discussions following the Clinical Hold with respect to either Party's Compound, either Party reasonably

concludes that the issue adversely impacts the activities under the Development Plan and is not solvable or that unacceptable and material additional costs/delays have been and/or will continue to be incurred in the conduct of the activities under the Development Plan, then such Party may immediately terminate this Agreement.

25. EFFECT OF TERMINATION.

25.1 Termination or expiration of this Agreement shall be without prejudice to any claim or right of action of either Party against the other Party for any prior breach of this Agreement.

25.2 Upon termination of this Agreement for any reason:

(a) Except as otherwise set forth in this Article 25, as of the effective date of such termination, all rights and obligations of the Parties under this Agreement will terminate.

(b) Each receiving Party shall, upon request by the disclosing Party, immediately destroy or return all of the other Party's Confidential Information in its possession (except to the extent such information is the Confidential Information of both Parties or to the extent that it is necessary for the receiving Party to have a continuing right to use the Confidential Information in accordance with the exercise of its rights or performance of its obligations under this Agreement post such termination). Each Party shall be entitled to retain one (1) copy of the other Party's Confidential Information solely for record-keeping purposes; provided that a Party shall not be required to destroy electronic files containing Confidential Information that are made in the ordinary course of its business information back-up procedures pursuant to its electronic record retention and destruction practices that apply to its own general electronic files and information.

(c) In the event the effective date of termination is prior to [***]:

(i) where GSK terminates under Sections 24.2 or Section 24.3:

(A) GSK's rights under Section 2 and Section 7.5 shall continue and GSK's remaining payment obligations under Sections 13.2-13.5 shall continue; provided that, if such termination was as a result of SpringWorks' breach of Section 4.3, Section 7.1, Section 8.2 or Section 12.3, the amount of each of GSK's remaining payment obligations under Sections 13.2-13.5 shall continue but shall be reduced by [***]%; and

(B) SpringWorks shall continue to supply, or cause to be supplied, at its sole cost and expense, cGMP-grade quantities of SpringWorks Compound in such quantities, formulations and dosages reasonably requested by GSK in order to complete any Clinical Study under the Development Plan that is ongoing at the effective date of such termination.

(ii) where the Agreement is terminated for any reason other than by GSK under Sections 24.2 or Section 24.3:

(A) GSK shall, at SpringWorks' sole discretion, promptly either return or destroy all unused SpringWorks Compound in GSK's

possession or control pursuant to SpringWorks' instructions, subject to GSK's rights under Section 25.2(c)(ii)(B). If SpringWorks requests that GSK destroy the unused SpringWorks Compound, GSK shall provide written certification of such destruction and written notification of the quantity of SpringWorks Compound destroyed; and

(B) the Parties shall use reasonable efforts to wind down activities under this Agreement in a reasonable manner, provided that (i) the Parties shall work together in good faith to ensure that each Party is able to comply with any ongoing regulatory or other obligations (including regulatory reporting obligations, clinical site and investigator communications) under Applicable Law relating to its Compound or the Combination Regimens, as the case may be, and (ii) GSK may continue to dose subjects enrolled in any Clinical Study conducted under the Development Plan through completion of such Clinical Study if dosing is required by the applicable Regulatory Authority(ies), ethical approvals, the applicable protocol or Applicable Law, in which case SpringWorks shall continue to supply SpringWorks Compound in accordance with Article 12 until such dosing is complete;

and in each case (A) and (B) the provisions of Section 2 and Section 7.5 shall only survive for such period and to such extent as reasonably necessary to complete wind-down activities contemplated hereby.

(d) In the event the effective date of termination is after [***]:

(i) where GSK terminates under Sections 24.2 or Section 24.3, GSK's rights under Section 2 and Section 7.5 shall continue and GSK's remaining payment obligations under Sections 13.2-13.5 shall continue; provided that, if such termination was as a result of SpringWorks' breach of Section 4.3, Section 7.1, Section 8.2 or Section 12.3, the amount of each of GSK's remaining payment obligations under Sections 13.2-13.5 shall continue but shall be reduced by [***]%; and

(ii) where the Agreement is terminated for any reason other than as set forth in subsection (i) directly above, GSK's rights under Section 2 and Section 7.5 shall continue and all of GSK's payment obligations under Sections 13.2-13.5 shall continue pursuant to the terms of Sections 13.2-13.5.

(e) Notwithstanding the foregoing, if this Agreement is terminated in part with respect to a particular country, then the effects of termination will be limited to such country.

25.3 The provisions of Sections 2.6 (Bankruptcy) and Articles 1 (Definitions), 14 (Confidentiality), 15 (Data Protection), 16 (Clinical Data Ownership & Use), 17 (Intellectual Property), 18 (Publications), 19 (Use of Name), 20 (Representations and Warranties; Disclaimers), 22 (Indemnification), 23 (Limitation of Liability), 25 (Effect of Expiry or Termination), 26 (Force Majeure), 27 (Entire Agreement; Modification), 28 (Assignment), 29 (Severability), 30 (Governing Law; Dispute Resolution and Jurisdiction),

31 (Notices), 32 (No Waiver), 33 (Further Assurance), 34 (No Benefit to Third Parties), 35 (Relationship of the Parties) and 37 (Construction) shall survive the termination of this Agreement. Sections 2 (License Grants), 7.5 (Right of Reference) and 13 (Financial Provisions) shall survive the termination of this Agreement to the extent specified in Section 25.2(c), 25.2(d) and/or 25.2(e).

26. FORCE MAJEURE.

If in the performance of this Agreement, one of the Parties is prevented, hindered or delayed by reason of any cause beyond such Party's reasonable control (e.g., war, riots, fire, strike, governmental laws), such Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed ("**Force Majeure**"). The non-performing Party will use reasonable efforts to notify the other Party of such Force Majeure within [***] days after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance will be of no greater scope and no longer duration than is necessary and the non-performing Party will use Commercially Reasonable Efforts to remedy its inability to perform. If the period of any resulting delay or hindrance to such Party's performance of its obligations, or non-performance thereof, continues for [***] days, the other Party may terminate this Agreement immediately upon written notice to the non-performing Party.

27. ENTIRE AGREEMENT; MODIFICATION.

With effect from the Effective Date, this Agreement amends, restates and supersedes in its entirety the Original Agreement, provided, however that the foregoing shall in no event limit the applicable Parties' rights and obligations that have accrued under the Original Agreement prior to the Effective Date. The Parties agree that, from the Effective Date, the Sub-Study shall be governed by this Agreement and the Original Agreement shall be of no further legal force or effect, save as amended and restated in this Agreement. This Agreement, together with the Stock Purchase Agreement, Clinical Quality Agreement and the Pharmacovigilance Agreement, constitutes the sole, full, final, complete and exclusive agreement by and between the Parties with respect to the subject matter of this Agreement, and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded by this Agreement. No amendments, changes, additions, deletions or modifications to or of this Agreement shall be valid unless reduced to writing and duly executed by authorized representatives of the Parties hereto.

28. ASSIGNMENT.

Neither Party shall assign or transfer its rights or obligations under this Agreement in part or in whole without the prior written consent of the other Party; provided, however, that (a) either Party may assign this Agreement, without the other Party's consent, to (i) one or more of its Affiliates, (ii) a Third Party in a connection with a Change of Control of the assigning Party or (iii) to a Third Party that acquires all the rights of the assigning Party to the GSK BCMA Product, in the case of GSK, or the SpringWorks Compound, in the case of SpringWorks; and (b) any and all rights and obligations of either Party may be exercised or performed by its Affiliates, provided that such Affiliates agree to be bound by this Agreement. If this Agreement is assigned or transferred to an Affiliate, the assigning/transferring Party shall remain jointly and severally liable with the assignee/transferee Affiliate for the assigned rights and obligations. Any assignment or

attempted assignment by any Party in violation of the terms of this Article 28 shall be null and void and of no legal effect.

29. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision. The illegal, invalid or unenforceable provision (or such part of such provision) shall be severed from this Agreement, and the Parties shall negotiate in good faith to agree upon a reasonable provision that is legal, valid and enforceable to carry out as nearly as practicable the original intention of the entire Agreement.

30. GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION.

30.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the substantive laws of the State of New York, without giving effect to its choice of law principles.

30.2 **Dispute Resolution and Jurisdiction.**

(a) Subject to the other terms of this Agreement, the Parties agree that any dispute arising out of or relating to this Agreement (each, a "**Dispute**") shall be resolved solely by means of the procedures set forth in this Section 30.2 prior to a Party exercising any other remedy permitted by this Agreement (other than seeking injunctive relief), and that such procedures constitute legally binding obligations that are an essential provision of this Agreement. If either Party fails to observe the procedures of this Section 30.2, the other Party may bring an action for specific performance of these procedures in any court of competent jurisdiction.

(b) **Negotiation**. The Parties shall endeavor to resolve in good faith any Disputes arising from or relating to the subject matter of this Agreement, failing which either Party may submit such Dispute for resolution to appropriate senior management of SpringWorks and GSK. If such senior management representatives are unable to resolve such Dispute within [***] days after such conflict is submitted to them for resolution, either Party may refer the Dispute for mediation as set forth in Section 30.2(c).

(c) **Mediation**. If the Parties are unable to resolve a Dispute arising out of or relating to this Agreement through the negotiation procedures set forth in Section 30.2(b), then at the end of such [***] day period, the Parties agree that they shall submit such Dispute for confidential mediation under the CPR Mediation Procedure then in effect at the start of mediation (the "**CPR**"). Unless otherwise agreed, the Parties shall select a mediator from the CPR panel of mediators. If the Parties cannot agree, they will defer to the CPR to select a mediator. The cost of the mediator shall be borne equally by the Parties. Any Dispute not resolved within [***] days (or within such other time period as may be agreed to by the Parties in writing) after appointment of a mediator shall be finally resolved by arbitration pursuant to Section 30.2(b).

(d) **Arbitration**. If the Parties are unable to resolve a Dispute arising out of or relating to this Agreement through the negotiation procedures set forth in Section 30.2(b) and the mediation procedures set forth in Section 30.2(c) within the timeframes set

forth in such Sections, the Parties agree that they shall submit such Dispute for final settlement via binding arbitration. The arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties, but need not be under the auspices of the American Arbitration Association, and heard before a single arbitrator as selected in accordance with the Commercial Arbitration Rules. Such arbitration will be held in New York, New York and shall be conducted in English. Each Party shall be responsible for its own expenses in connection therewith; provided that, upon the rendering of the arbitration award, the non-prevailing party shall reimburse the prevailing Party for the arbitration fees. The Parties hereby submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York for the limited purpose of enforcing this Agreement to arbitrate. The arbitration award shall be final and binding, and judgment over the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party and its assets.

(e) **Confidentiality**. The arbitration proceeding shall be confidential and the arbitrators shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by Applicable Law, no Party shall make (or instruct the arbitrators to make) any public announcement with respect to the proceedings or decision of the arbitrators without prior written consent of the other Party. The existence of any dispute submitted to arbitration, and any award shall be kept in confidence by the Parties and the arbitrators, except as required in connection with the enforcement of such award or as otherwise required by Applicable Law. Notwithstanding the foregoing, each Party shall have the right to disclose information regarding the arbitration proceeding to the same extent as it may disclose Confidential Information of the other Party under Article 13 above.

(f) **Patent Disputes**. Notwithstanding the other provisions of this Section 30.2, any dispute, controversy or claim relating to the validity, scope, enforceability, inventorship, or ownership of intellectual property rights shall be submitted to a court of competent jurisdiction in the country in which such intellectual property rights were granted or arose.

30.3 **Injunctive or Other Equitable Relief.** Nothing contained in this Agreement shall deny either Party the right to seek injunctive or other equitable relief or interim or provisional relief from any court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary in order to prevent irreparable harm, loss or damage, protect the interests of such Party or to preserve the status quo pending the arbitration proceeding, and such an action may be filed or maintained notwithstanding any ongoing discussions between the Parties. For the avoidance of doubt, the other Party shall have the right to seek injunctive or other equitable relief precluding the other Party from continuing its activities related to the Sub-Study without waiting for the conclusion of the dispute resolution procedures set out in this Article 30 if either Party (i) discloses Confidential Information of the other Party other than as permitted under this Agreement, (ii) uses the other Party's Compound or Intellectual Property Rights in any manner other than as expressly permitted by this Agreement, or (iii) otherwise is in material breach of this Agreement and such material breach could cause immediate harm to the value of the GSK BCMA Product (if SpringWorks is in material breach) or the SpringWorks Compound (if GSK is in material breach).

31. NOTICES.

All notices or other communications that are required or permitted hereunder shall be in writing and delivered by internationally-recognized overnight courier addressed as follows:

If to GSK, to:

[***]

With a copy to

[***]

If to SpringWorks, to:

[***]

With copies to:

[***]

Any such communication shall be deemed to have been received when delivered to the recipient, if sent before [***] on a Business Day in the recipient's jurisdiction, or at [***] on the next Business Day in the recipient's jurisdiction, if sent after [***] or not on a Business Day. It is understood and agreed that this Article 31 is not intended to govern the day-to-day business communications necessary between the Parties in performing their duties, in due course, under the terms of this Agreement.

32. NO WAIVER.

It is agreed that no waiver by a Party of any breach or default of any of the covenants or agreements set forth herein shall be deemed a waiver as to any subsequent and/or similar breach or default.

33. FURTHER ASSURANCE.

Each Party shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as the other Party may reasonably request in order to perfect any license, assignment or other transfer or any properties or rights under, or pursuant, to this Agreement.

34. NO BENEFIT TO THIRD PARTIES.

The representations, warranties and agreements set forth in this Agreement for the sole benefit of the Parties and their successors and permitted assigns, and they shall not be construed as conferring any rights on any other Parties.

35. RELATIONSHIP OF THE PARTIES.

The relationship between the Parties is and shall be that of independent contractors, and does not and shall not constitute a partnership, joint venture, agency or fiduciary relationship. Neither Party shall have the authority to make any statements, representations

or commitments of any kind, or take any actions, for or on behalf of the other Party, except with the prior written consent of the other Party to do so. All persons employed by a Party will be the employees of such Party and not of the other Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

36. COUNTERPARTS AND DUE EXECUTION.

This Agreement and any amendment may be executed in two (2) or more counterparts (including by way of electronic transmission (e.g. PDF)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers and such signatures shall be deemed to bind each Party hereto as if they were original signatures. When executed by the Parties, this Agreement shall constitute an original instrument, notwithstanding any electronic transmission, storage and printing of copies of this Agreement from computers or printers. For clarity, signatures transmitted via PDF shall be treated as original signatures.

37. CONSTRUCTION.

Except where the context otherwise requires, wherever used, the singular will include the plural, the plural the singular, the use of any gender will be applicable to all genders, the word "or" is used in the inclusive sense (and/or), and the words "will" and "shall" are synonymous to indicate an obligation. Whenever this Agreement refers to a particular statute or regulation, such reference shall include all rules and regulations promulgated thereunder and any successor statute, rules or regulations then in effect, in each case including the then-current amendments thereto. Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The captions of this Agreement are for convenience of reference only and in no way, define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term "including" as used herein shall be deemed to be followed by the phrase "without limitation" or like expression. The term "will" as used herein means shall. References to "Article," "Section" or "Appendix" are references to the numbered sections of this Agreement and the appendices attached to this Agreement, unless expressly stated otherwise. Except where the context otherwise requires, references to this "Agreement" shall include the appendices attached to this Agreement. The language of this Agreement shall be deemed to be the language mutually chosen by the Parties and no rule of strict construction will be applied against either Party hereto.

[*Signature page follows*.]

IN WITNESS WHEREOF, the respective representatives of the Parties have executed this Agreement as of the Effective Date.

GLAXOSMITHKLINE INTELLECTUAL PROPERTY DEVELOPMENT LIMITED

By: /s/ Paul Money_____
Name: Paul Money
Title: Authorised Signatory, representing
Glaxo Group Limited, Corporate Director

SPRINGWORKS THERAPEUTICS, INC.

By: /s/ Saqib Islam
Name: Saqib Islam
Title: Chief Executive Officer

Schedule 3.1

INITIAL DEVELOPMENT PLAN

[***]

Schedule 12.2

SpringWorks Back-Up Supplier

[***]

Schedule 13.5

Invoicing and Bank Details Instructions

[***]

Appendix A

SUPPLY OF COMPOUND

[***]

Appendix B

PRESS RELEASE

[See Attached]

SpringWorks Announces Expansion of Global, Non-Exclusive Collaboration with GSK for Nirogacestat in Combination with *Blenrep* in Patients with Multiple Myeloma

- SpringWorks to Receive $75 Million Equity Investment with Potential for an Additional $550 Million in Milestone Payments -

- SpringWorks to Supply Nirogacestat for GSK's Global Blenrep Development Program and to Make Nirogacestat Commercially Available in Markets where a Combination with Blenrep is Approved -

- SpringWorks to Continue Retaining Full Global Commercial Rights to Nirogacestat -

STAMFORD, Conn., [September 7], 2022 – SpringWorks Therapeutics, Inc. (Nasdaq: SWTX), a clinical-stage biopharmaceutical company focused on developing life-changing medicines for patients with severe rare diseases and cancer, today announced that it has entered into an expanded global, non-exclusive license and collaboration agreement with GSK plc (LSE/NYSE: GSK) for nirogacestat, SpringWorks' investigational oral gamma secretase inhibitor, in combination with *Blenrep* (belantamab mafodotin-blmf), GSK's antibody-drug conjugate targeting B-cell maturation antigen (BCMA).

Under the terms of the expanded agreement, SpringWorks will receive a $75 million equity investment from GSK, with shares of common stock priced at a premium to the 30-day volume-weighted average share price on **[insert date]**. SpringWorks will also be eligible to receive up to $550 million in additional payments based on reaching certain development and commercial milestones. SpringWorks will retain full commercial rights to nirogacestat and will be responsible for global commercialization of nirogacestat.

"We are very pleased to expand our relationship with GSK to enable potential additional studies of *Blenrep* and nirogacestat," said Saqib Islam, Chief Executive Officer of SpringWorks. "Our goal is to maximize the clinical impact of nirogacestat as a potentiator of BCMA targeted therapies and today's announcement advances our opportunity to serve patients with multiple myeloma across lines of therapy."

"We look forward to continuing our relationship with SpringWorks for the potential expanded development of *Blenrep* with nirogacestat and are encouraged by the early clinical data emerging from the combination," said Hesham A. Abdullah, M.D., M.Sc., Senior Vice President, Global Head of Oncology Development at GSK. "*Blenrep* in combination with novel therapies, such as nirogacestat, could prove to be an impactful therapeutic option for patients with multiple myeloma, as these combination regimens may further optimize the benefit-risk profile of *Blenrep*, especially in earlier lines of therapy."

SpringWorks and GSK first entered into a clinical trial collaboration and supply agreement in June 2019, later amended in October 2021, to cover the initial clinical development of nirogacestat in combination with *Blenrep* in patients with relapsed or refractory multiple myeloma. The new agreement expands the original collaboration to include the potential for continued development and commercialization of the combination of nirogacestat and *Blenrep* in earlier lines of treatment, including newly diagnosed multiple myeloma.

SpringWorks and GSK will expand their previously established governance structures to add a new Joint Steering Committee and Joint Commercialization Committee to their existing Joint Development Committee. GSK will continue funding all development costs, except for those related to the supply of nirogacestat and certain expenses related to intellectual property rights.

About SpringWorks Therapeutics

SpringWorks is a clinical-stage biopharmaceutical company applying a precision medicine approach to acquiring, developing and commercializing life-changing medicines for patients living with severe rare diseases and cancer. SpringWorks has a differentiated targeted oncology pipeline spanning solid tumors and hematological cancers, including two potentially registrational clinical trials in rare tumor types as well as several programs addressing highly prevalent, genetically defined cancers. SpringWorks' strategic approach and operational excellence in clinical development have enabled it to rapidly advance its two lead product candidates into late-stage clinical trials while simultaneously entering into multiple shared-value partnerships with innovators in industry and academia to unlock the full potential for its portfolio and create more solutions for patients with cancer. For more information, visit www.springworkstx.com and follow @SpringWorksTx on Twitter and LinkedIn.

SpringWorks Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, relating to our business, operations, and financial conditions, including, but not limited to, current beliefs, expectations and assumptions regarding our expanded global, non-exclusive clinical collaboration and license agreement with GSK plc, the future of our business, future plans and strategies, our development plans, our preclinical and clinical results, as well as relating to other future conditions. Words such as, but not limited to, "look forward to," "believe," "expect," "anticipate," "estimate," "intend," "plan," "would," "should" and "could," and similar expressions or words, identify forward-looking statements. New risks and uncertainties may emerge from time to time, and it is not possible to predict all risks and uncertainties. Any forward-looking statements in this press release are based on management's current expectations and beliefs and are subject to a number of risks, uncertainties and important factors that may cause actual events or results to differ materially from those expressed or implied by any forward-looking statements contained in this press release, including, without limitation, risks relating to: (i) the success and timing of our product development activities, including the initiation and completion of SpringWorks' clinical trials, (ii) the fact that topline or interim data from clinical studies may not be predictive of the final or more detailed results of such study, or the results of other ongoing or future studies, (iii) the success and timing of our collaboration partners' ongoing and planned clinical trials, (iv) the timing of our planned regulatory submissions and interactions, including the NDA for nirogacestat planned for the second half of 2022 and the timing and outcome of decisions made by the U.S. Food and Drug Administration (FDA) and other regulatory authorities, investigational review boards at clinical trial sites and publication review bodies; (v) whether FDA or other regulatory authorities will require additional information or further studies, or may fail or refuse to approve or may delay approval of our drug candidates, (vi) our ability to obtain and maintain regulatory approval of any of our product candidates, (vii) our plans to research, discover and develop additional product candidates, (viii) our ability to enter into collaborations for the development of new product candidates, (ix) our ability to establish manufacturing capabilities, and our and our collaboration partners' abilities to manufacture our product candidates and scale production, (x) our ability to meet any specific milestones set forth herein, (xi) our expectations regarding the anticipated benefits from our expanded global, non-exclusive clinical collaboration and license agreement with GSK plc and (xii) uncertainties and assumptions regarding the impact of the COVID-19 pandemic on SpringWorks' business, operations, clinical trials, supply chain, strategy, goals and anticipated timelines.

Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information,

future events, changed circumstances or otherwise. Although we believe the expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to be correct. Accordingly, readers are cautioned not to place undue reliance on these forward-looking statements.
For further information regarding the risks, uncertainties and other factors that may cause differences between SpringWorks' expectations and actual results, you should review the "Risk Factors" in Item 1A of Part I of SpringWorks' Quarterly Report on Form 10-Q for the quarter ended June 30, 2022, as well as discussions of potential risks, uncertainties and other important factors in SpringWorks' subsequent filings.

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Exhibit 31.1

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

CERTIFICATIONS

I, Saqib Islam, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SpringWorks Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)):

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2022

By: /s/ Saqib Islam
Saqib Islam
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

CERTIFICATIONS

I, Francis I. Perier, Jr., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SpringWorks Therapeutics, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)):

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2022

By: /s/ Francis I. Perier, Jr.
Francis I. Perier, Jr.
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of SpringWorks Therapeutics, Inc. (the "Company") for the period ended September 30, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Saqib Islam, Chief Executive Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2022

By: /s/ Saqib Islam
Saqib Islam
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,

AS ADOPTED PURSUANT TO

SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of SpringWorks Therapeutics, Inc. (the "Company") for the period ended September 30, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, Francis I. Perier, Jr., Chief Financial Officer of the Company, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2022

By: /s/ Francis I. Perier, Jr.
Francis I. Perier, Jr.
Chief Financial Officer
(Principal Financial Officer)