

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

FORM 8-K

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

Date of Report (Date of earliest event reported): January 3, 2024

Zymeworks Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-41535
(Commission
File Number)

88-3099146
(IRS Employer
Identification No.)

**108 Patriot Drive, Suite A
Middletown, Delaware**
(Address of principal executive offices)

19709
(Zip Code)

(302) 274-8744
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.00001 per share	ZYME	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

On January 3, 2024, Zymeworks BC Inc. (“Zymeworks BC”), a subsidiary of Zymeworks Inc. (the “Company”), entered into a second amendment to the Employment Agreement effective January 15, 2022, as amended on December 30, 2022 (as amended, the “Employment Agreement”), between Mr. Kenneth Galbraith, the Company’s Chair, Chief Executive Officer and President, and Zymeworks BC (the “Amendment”). The Amendment amends the Employment Agreement to (a) establish Mr. Galbraith’s principal place of employment as the United Kingdom, or another location as agreed upon between the parties, which removes the requirement for Mr. Galbraith to relocate to Vancouver, B.C. or Seattle, Washington, (b) provide that the Company will continue to reimburse or pay travel and lodging expenses for Mr. Galbraith and his immediate family for one trip per calendar year to Vancouver, BC or Seattle, WA, (c) provide that the Company will continue to secure and directly pay rental costs associated with temporary housing for Mr. Galbraith in Vancouver, BC and (d) make certain other administrative and conforming changes.

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

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment #2 to Employment Agreement, dated as of January 3, 2024, by and among Kenneth Galbraith and Zymeworks BC Inc.</u>
104	Cover Page Interactive Data File (embedded as Inline XBRL document).

SIGNATURES

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

ZYMEWORKS INC.

(Registrant)

Date: January 5, 2024

By: /s/ Chris Astle

Name: Chris Astle

Title: Senior Vice President and Chief Financial Officer

ZYMEWORKS INC.

AMENDMENT #2 TO EMPLOYMENT AGREEMENT

This Amendment #2 to Employment Agreement (this "Amendment") is made by and between Mr. Kenneth Galbraith ("Employee") and Zymeworks BC Inc. (formerly named Zymeworks Inc.), a corporation registered in the Province of British Columbia (the "Company") (the "Parties") on the date set forth below.

WHEREAS, Employee and the Company entered into an employment agreement dated January 5, 2022, and the Employee, the Company and Zymeworks Management Inc. entered into an amendment to such employment agreement dated December 30, 2022 (such employment agreement, as amended, the "Employment Agreement"); and

WHEREAS, the Company and Employee have agreed to amend certain provisions of the Employment Agreement, as set forth below.

NOW, THEREFORE, for good and valuable consideration, the Parties agree that the Employment Agreement is hereby amended as follows:

1. The Employment Agreement is hereby amended as follows:

A. The third paragraph of Section 2.1 is amended to read as follows:

"The Employee's principal place of employment will be at his home in the United Kingdom or another location within reasonable commuting distance from his home in the United Kingdom as may be agreed to by the Company from time to time, although the Employee understands and agrees that he may be required to travel to Vancouver, BC, Seattle, WA, or otherwise from time to time for business reasons (not to exceed 182 days per calendar year)."

B. Section 2.3(a) is amended to read as follows:

"The Employee's employment is conditional on him having, and at all times during his employment continuing to have, the right to live and work for the Company in the country in which the Employee is residing (for clarity, within the United Kingdom). The Employee undertakes to notify the Company immediately if any such right to work ceases, or is reasonably expected to cease during his employment with the Company and to immediately provide the Company with written details of changes to his personal circumstances or immigration status that might affect his immigration permission or the right to work evidence that the Employee has provided previously to the Company."

C. Section 3.6, "Expenses" is amended to read as follows:

"Expenses. The Company will reimburse the Employee for all ordinary and necessary expenses incurred by the Employee in the performance of the Employee's duties under this Agreement, including reasonable travel and living expenses when Employee travels from his home to Vancouver, BC or Seattle, WA, as applicable, to fulfill his duties. In addition, the Company will reimburse or otherwise pay for the reasonable airfare and lodging expenses (other than those directly paid for by the Company under Section 3.15) incurred by the Employee and his immediate family for one trip per calendar year to Vancouver, BC or Seattle, WA. Reimbursement or payment of such expenses will be made in accordance with the Company's policies.

D. Section 3.9, "Benefits" is amended to read as follows:

"Benefits. The Employee will be eligible to participate in benefit plans generally available to employees of the Company, subject to the terms and conditions of such plans from time to time in force. The Company will provide the Employee and his immediate family with employee benefits in the United Kingdom that, in the aggregate, are reasonably consistent with those offered to the employees of the Company living and working in Canada, not taking into account any legally required benefits.

E. Section 3.14, "Relocation Expenses" is deleted and not replaced.

F. Section 3.15, "Temporary Housing" is amended to read as follows:

"Temporary Housing. During the term of Employee's employment with the Company, Company will secure temporary housing for the Employee in Vancouver, BC, and pay directly the rental costs for such temporary housing, grossed up for applicable tax withholding."

2. Full Force and Effect. To the extent not expressly amended hereby, the Employment Agreement shall remain in full force and effect.
3. Entire Agreement. This Amendment and the Employment Agreement (and any other documents referenced therein) constitute the full and entire understanding and agreement between the Parties with regard to the subjects hereof and thereof.
4. Successors and Assigns. This Amendment and the rights and obligations of the Parties hereunder shall inure to the benefit of, and be binding upon, their respective successors, assigns, and legal representatives.
5. Governing Law. This Amendment will be governed by and construed, enforced and interpreted non-exclusively in accordance with the laws of England and Wales, except as specified in Article 5.3 of the Employment Agreement.

(signature page follows)

IN WITNESS WHEREOF, each of the Parties has executed this Amendment as of the date set forth below.

EMPLOYEE

By: /s/ Kenneth Galbraith
Name: Kenneth Galbraith
Date: January 3, 2024

ZYMEWORKS BC INC.

By: /s/ Christopher Astle
Name: Christopher Astle
Title: SVP and Chief Financial Officer
Date: January 3, 2024